

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF VENTURA AND CLEAN HARBORS, INC. FOR PROVISION OF REGIONAL HOUSEHOLD AND CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE COLLECTION PROGRAM SERVICES ("AGREEMENT").

THIS AGREEMENT made this 23rd day of July in the year 2024 ("Effective Date"), by and between the County of Ventura ("COUNTY"), and Clean Harbors, Inc. ("CONTRACTOR").

NOW, THEREFORE, for valuable consideration, including without limitation the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR, agree as follows:

ARTICLE 1 - AGREEMENT GENERALLY

A. Purpose of AGREEMENT and General Limitations

This AGREEMENT sets forth the terms and conditions under which the CONTRACTOR shall provide services for collection and handling of HOUSEHOLD HAZARDOUS WASTE (HHW), ANTI-FREEZE/BATTERIES/OIL/PAINT (ABOP) WASTE, ELECTRONIC WASTE and/or CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG) WASTE as these services are specifically described in Exhibit A ("Scope of Services") and incorporated herein by this reference. Exhibit A sets forth the performance standards to which CONTRACTOR must provide said services. The CONTRACTOR shall provide said services, only as specifically requested by the COUNTY, at one or more EVENTS where such wastes or materials will be delivered by PARTICIPANTS. The services provided by CONTRACTOR at each EVENT shall be stated in a NOTICE TO PROCEED issued by the COUNTY to the CONTRACTOR in advance of each EVENT. Each NOTICE TO PROCEED shall state the time and place of the EVENT, what services will be required of the CONTRACTOR and what types of waste will be collected at the EVENT. At the COUNTY's sole discretion, CONTRACTOR's services provided hereunder may be required for several EVENTS or no more than one, initial EVENT.

This AGREEMENT is non-exclusive. The COUNTY reserves the right to use other contractors or entities in addition, or as an alternative, to the CONTRACTOR to provide any service described herein for any EVENT other than the initial EVENT at which CONTRACTOR provides services.

B. Definitions

In addition to the definitions provided in the recital to this AGREEMENT, the following definitions, which are capitalized in the body of this AGREEMENT, shall apply to this AGREEMENT. If any terms used in this AGREEMENT are not defined herein, the definitions used in the MOU (defined below) shall apply thereto.

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ABOP WASTE specifically means ANTI-FREEZE/BATTERIES/OIL/PAINT but also includes the following hazardous waste generated by residents or CESQGs: antifreeze; fluorescent tubes; household batteries; latex paint; lead acid vehicle batteries; motor oil; and vehicle oil filters, and Universal Waste as defined in the California Health and Safety Code Section 25218.3 (m).

CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS (CESQGs) means commercial businesses, including home-based businesses, generating no more than 100 kilograms (kg.) of hazardous waste or 1 kg. of extremely hazardous waste in a calendar month as specified within the California Health and Safety Code (HSC) 25218.3 and 40 CFR 261.5.

CESQG WASTE means hazardous wastes (as defined by the Health and Safety Code, Section 25117 or listed in the California Code of Regulations, Title 22, or that exhibit characteristics of ignitability, corrosiveness, reactivity, or toxicity described therein) generated by a CESQG. CESQG WASTE does not include radioactive materials, explosives, or ammunition for purposes of this AGREEMENT.

CONTRACT COSTS means all compensation to which CONTRACTOR is entitled under this AGREEMENT.

ELECTRONIC WASTE means and is limited to the following hazardous waste generated by residents or CESQGs: televisions, computer monitors, central processing units (CPUs), video games, small radios, cell phones, and similar consumer electronic devices.

EVENT means the occurrence over a specific time period and at a specific place of activities to implement the MOU, including, without limitation, site set-up, HHW, ABOP WASTE, ELECTRONIC WASTE and/or CESQG WASTE collecting, receiving, profiling, packaging, labeling, storing, and the transporting of such material for recycling, treatment, storage, or disposal. An EVENT may be temporary in time or occasional in location or may occur regularly at a HAZARDOUS WASTE COLLECTION FACILITY. Multiple EVENTS for CONTRACTOR's services may be arranged pursuant to this AGREEMENT. The specific location of an EVENT and duration of the EVENT shall be specified and determined for all purposes by the NOTICE TO PROCEED issued by the COUNTY, to the CONTRACTOR.

GENERATOR means the MOU PARTY signing the waste manifest for any HHW, ABOP WASTE, ELECTRONIC WASTE or CESQG WASTE and thereby assuming the status of generator of such waste under applicable law and regulation.

GRAFFITI ABATEMENT PROGRAM means the process by which latex paint is collected during an EVENT, recycled, and transported at no cost in 55-gallon drums from a paint recycler to the POLLUTION PREVENTION CENTER by the CONTRACTOR, as needed and free of any costs, for graffiti abatement projects.

HAZARDOUS WASTE COLLECTION FACILITY means the SANTA CLARA RIVER VALLEY HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY, the

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VENTURA COUNTY POLLUTION PREVENTION CENTER, or any other permanent site or facility used under this AGREEMENT for HHW, ABOP WASTE, ELECTRONIC WASTE and/or CESQG WASTE collecting, receiving, profiling, packaging, storage, labeling, and transporting for recycling, treatment, or disposal.

HOST PARTY means any MOU PARTY, providing a location for an EVENT and, unless otherwise provided among the MOU PARTIES, assuming the status of GENERATOR for waste collected at the location for an EVENT. The COUNTY may choose to be HOST PARTY of an EVENT held within the incorporated limits of any other MOU PARTY with approval by such MOU PARTY.

HOUSEHOLD HAZARDOUS WASTES (HHW) means solid waste discarded from residences either defined as hazardous waste by the Health and Safety Code, Section 25117, wastes listed in the California Code of Regulations, Title 22, or exhibiting characteristics of ignitability, corrosively, reactivity, or toxicity described therein. Household hazardous wastes may include, but are not limited to, common household products such as household cleaning products, spot removers, polishes, aerosols, solvents, oven cleaners, pesticides, pool chemicals, oil-based paints, water-based paints, motor oil, antifreeze, and batteries. Household hazardous waste does not include radioactive materials, explosives/ammunition, or wastes produced in the course of operating a business, including a home-based business.

MATERIALS EXCHANGE PROGRAM means the process by which the CONTRACTOR removes certain wastes or materials, listed by the COUNTY in the NOTICE TO PROCEED and previously delivered to an EVENT, and subsequently offers such wastes to the public for reuse pursuant to California Health and Safety Code, Section 25218.1(0).

MOU means that "Memorandum of Understanding between the County of Ventura and the Cities of Fillmore, Ojai, and Santa Paula for a Hazardous Waste Collection Program" entered into in 1999 and as may be amended from time to time, a copy of which is attached as Exhibit B hereto and incorporated herein by this reference.

MOU PARTY or MOU PARTIES means and includes the COUNTY, the City of Fillmore, the City of Ojai, the City of Santa Paula, and any other city located in Ventura County which may become a party to the MOU in accordance with the MOU.

NOTICE TO PROCEED means the notice provided by the COUNTY to the CONTRACTOR that defines the scope, location, and duration of an EVENT, and specifies the services, if any, that CONTRACTOR is required to provide at the EVENT pursuant to this AGREEMENT.

PARTICIPANT(s) means and includes each and every person or entity delivering HHW, ABOP WASTE, ELECTRONIC WASTE or CESQG WASTE to an EVENT.

PARTY or PARTIES means singularly, or collectively, the CONTRACTOR and the COUNTY.

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PROGRAM means any activity related to the collection, management, and handling of hazardous waste pursuant to the MOU and any contract or agreement, including this AGREEMENT, pertaining to HHW, ABOP WASTE, ELECTRONIC WASTE, and/or CESQG WASTE collecting, receiving, profiling, storing, packaging, labeling, and the transporting of material for recycling, treatment, or disposal.

PROGRAM DIRECTOR means the Director of the Public Works Agency for the COUNTY or his/her designee.

SANTA CLARA RIVER VALLEY HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY (SCRVHHWCF) means the City of Fillmore's Fire Department and Public Works Maintenance Yard located at 743 Sespe Place, Fillmore, California 93015, or such other permanent collection site located in the Santa Clara River Valley area, as may be subsequently permitted for collecting, handling, and temporarily storing hazardous waste.

VENTURA COUNTY POLLUTION PREVENTION CENTER (PPC) means the facility located at 5777 North Ventura Avenue, Ventura, California 93001 and permitted for collecting, handling, and temporarily storing of hazardous waste or such other permanent collection site as may be subsequently utilized.

C. Scope of Services (Exhibit A) Generally

CONTRACTOR agrees to provide the services described in Exhibit A at an EVENT as requested by COUNTY. COUNTY shall specify the particular services to be provided by CONTRACTOR for each EVENT in the NOTICE TO PROCEED issued by the COUNTY to the CONTRACTOR for each EVENT. CONTRACTOR's provision of services shall commence in accordance with the respective NOTICE TO PROCEED and shall be deemed complete at the conclusion of the EVENT upon the COUNTY'S determination such services were provided in accordance with the terms, conditions, and performance standards of this AGREEMENT.

ARTICLE 2 – TERM AND TERMINATION

This AGREEMENT shall commence on the Effective Date and shall expire, after a term of five (5) years, on July 23, 2029 ("Expiration Date"), unless terminated sooner in accordance with the terms of this AGREEMENT.

Provided CONTRACTOR is in compliance with all terms and conditions of the AGREEMENT, CONTRACTOR may request one extension of two (2) years from the Expiration Date by sending written notice to the DIRECTOR no sooner than eighteen (18), and no later than twelve (12), months prior to the Expiration Date. The DIRECTOR shall respond to the CONTRACTOR in writing within thirty (30) days of receipt of the CONTRACTOR'S written request. If the DIRECTOR denies the CONTRACTOR'S request for an extension, the AGREEMENT shall terminate on the Expiration Date. If

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no response is provided by DIRECTOR, AGREEMENT shall automatically terminate on the Expiration Date.

ARTICLE 3 - CONTRACTOR COSTS AND ADJUSTMENTS THERETO

A. Not-to-Exceed

CONTRACTOR shall be entitled to CONTRACT COSTS for the services specified by the COUNTY in the NOTICE TO PROCEED issued by the COUNTY for each EVENT. Said CONTRACT COSTS shall be subject to the CONTRACT COST cap per vehicle set forth in Exhibit A, Section V. Said CONTRACT COSTS are CONTRACTOR's exclusive compensation hereunder and include all fees, costs and expenses incurred by CONTRACTOR in providing the specified services, including but not limited to CONTRACTOR's transport costs, destination facility fees, and charges to accept, recycle, treat, or dispose of waste or other materials transported from EVENTS.

B. Adjustment to Rate Schedules

After three (3) years following the Effective Date, for any future EVENT occurring thereafter, the COUNTY and the CONTRACTOR shall have the right to seek an adjustment in the rate set forth in Exhibit A, Section V for such EVENT and subsequent EVENTS if the PARTY seeking the adjustment demonstrates the cost of providing a service has decreased or increased in an amount equal to, or in excess, of ten percent (10%). The PARTY seeking a rate adjustment shall provide at least sixty (60) days advanced written notification to the other PARTY prior to the effective date of the proposed rate adjustment and include written justification and documentation for such request. Upon receipt of such notice, the PARTIES shall meet and confer within ten (10) working days regarding the proposed rate adjustment. If the PARTIES cannot agree on the proposed rate adjustment the charges shall remain unchanged, or be adjusted, as determined by the COUNTY in its sole discretion.

ARTICLE 4 - GENERAL PROVISIONS

A. CONTRACTOR Qualifications and Requirements

The CONTRACTOR warrants it possesses, or has arranged through subcontracts, all capital, equipment, labor, and materials to perform and complete all work and services set forth in Exhibit A in compliance with all applicable federal, state, county, city, and special district laws, and regulations inclusive of the County's Living Wage Ordinance, Ordinance No. 4464.

B. Assignment

The CONTRACTOR shall not assign, sell, hypothecate, lease, convey, or otherwise transfer or dispose of this AGREEMENT, or its right, title or interest, or its power to

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execute such an AGREEMENT to any individual or business entity of any kind without the prior written consent of the COUNTY. CONTRACTOR's subcontracts for services provided by CONTRACTOR hereunder shall conform to the requirements stated in Exhibit A. The COUNTY may assign its rights and obligations under this AGREEMENT at any time without the consent of the CONTRACTOR, provided such assignment is to another public agency.

C. Work Delays

CONTRACTOR shall not be considered in breach of this AGREEMENT if such potential breach is caused by wrongful obstruction or unreasonable delay by the COUNTY, a change to the Scope of Services because of an omission by the COUNTY, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs.

D. Time of the Essence

Time is of the essence in the performance of all acts required under this AGREEMENT.

E. No Waiver

No action or failure to act by COUNTY shall constitute a waiver of a right afforded it under the AGREEMENT, nor shall such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by COUNTY of any condition, breach or default shall constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

F. Amendments; Persons Authorized to Act on Behalf of COUNTY

1. Amendments - No amendment, modification, or variation from the terms of this AGREEMENT is valid unless it is in writing and executed by both PARTIES.

2. PROGRAM DIRECTOR's Authority - Because of the need to provide supervision of CONTRACTOR's performance and to respond to unexpected occurrences, such as receipt of unacceptable materials, unusually high participation rates, or collection of unusually large quantities of materials, the COUNTY hereby authorizes the PROGRAM DIRECTOR to modify, by written Work Authorization Change Order, the type and quantity of services to be provided by CONTRACTOR at an EVENT as compared to the services to be provided by CONTRACTOR at the EVENT as stated in the applicable NOTICE TO PROCEED. Any PROGRAM DIRECTOR designated to possess such authority shall be designated for each EVENT in the NOTICE TO PROCEED. In the event of a change in designee, PROGRAM DIRECTOR shall notify CONTRACTOR of such with no less than seven (7) days advance written notification.

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G. Termination Prior to Expiration, Completion of Work

1. COUNTY's General Right to Terminate - Notwithstanding any other provisions of this AGREEMENT, the COUNTY may terminate this AGREEMENT at any time without cause by giving the CONTRACTOR one hundred and eighty (180) days advanced written notification.

2. COUNTY's Right to Terminate for Material Breach - In the event of any material breach of this AGREEMENT by CONTRACTOR, the COUNTY may terminate this AGREEMENT by giving the CONTRACTOR fourteen (14) days advance written notification of such.

3. CONTRACTOR's General Right to Terminate - CONTRACTOR may terminate this AGREEMENT at any time by providing one hundred and eighty (180) days advanced written notification to COUNTY.

4. Completion of Work Upon Termination - If CONTRACTOR is in the process of providing services regarding any EVENT when a COUNTY-issued termination notification is received, the CONTRACTOR shall complete all services regarding the EVENT.

If CONTRACTOR terminates the AGREEMENT, pursuant to the terms and conditions of AGREEMENT, the CONTRACTOR shall complete all services, as reasonably requested by the COUNTY, prior to the termination date.

5. Invoice for Completion of Final Services - Upon completion of services as described in Article 4(G)(4) of this AGREEMENT, CONTRACTOR shall remit to COUNTY a final invoice for all completed work to be processed in accordance with Article 6 hereto.

H. Faithful Performance Bond Requirement

Within ten (10) working days of COUNTY's final execution of this AGREEMENT, CONTRACTOR shall furnish to the COUNTY a surety bond or irrevocable letter of credit in the amount of \$100,000, guaranteeing the CONTRACTOR's faithful performance of this AGREEMENT, which shall remain in force for the term of this AGREEMENT and any extensions. The bond or letter of credit shall be on a form provided by the COUNTY which, among other provisions, shall stipulate that any extensions of time, extra work, additional work, and other changes in CONTRACTOR's services may be made without the consent of the surety or the issuer of the letter of credit. If, at any time, the value of the bond or letter of credit is determined to be insufficient by the COUNTY to guarantee faithful performance, the CONTRACTOR shall secure and file a new bond or letter of credit in the amount specified by the COUNTY within ten (10) days after receiving written notification of such. The CONTRACTOR shall not cancel, modify, or allow the bond or letter of credit to expire without first providing the COUNTY thirty (30) days advance written notification and obtaining a replacement bond or letter of credit

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deemed satisfactory by the COUNTY.

I. Independent Contractor

CONTRACTOR is an independent contractor. No relationship of employer and employee between the COUNTY and CONTRACTOR (or any of CONTRACTOR's employees, subcontractors or agents) is created by this AGREEMENT. None of the persons performing services for CONTRACTOR pursuant to this AGREEMENT, whether said person be member, partner, employee, subcontractor, or otherwise, shall have any claim under this AGREEMENT or otherwise against the COUNTY for compensation, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind. The CONTRACTOR, in the performance of its obligation hereunder, is subject to the control or direction of the COUNTY merely as to the result to be accomplished by the services rendered and performed and not as to the means and methods for accomplishing the results.

J. Insurance Provisions

Without limiting the CONTRACTOR'S duty to defend and indemnify the COUNTY pursuant to Article 5 below, the CONTRACTOR shall, during the term of this AGREEMENT and any extensions, provide and maintain, at its sole cost and expense, the types of insurance specified below subject to the following conditions:

1. General Conditions - All insurance certificates, excluding Pollution Legal Liability and Worker's Compensation, shall name each of the MOU PARTIES, including the COUNTY, and each of their elected officials, officers, agents, and employees as additional insureds. All insurance required shall be primary coverage as respects the MOU PARTIES, and any insurance or self insurance maintained by the MOU PARTIES shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. Cancellation or Reduction in Coverage - The CONTRACTOR's insurance shall not be canceled, non-renewed, or reduced in coverage or limits until thirty (30) days after advanced written notification has been sent by the issuing insurance company via certified mail (return receipt requested) to the COUNTY at its address for official notice stated in Article 7 below.

3. Workers' Compensation - The CONTRACTOR shall procure and maintain, during the term of this AGREEMENT and any extensions, workers' compensation insurance for all its employees performing services related to this AGREEMENT. CONTRACTOR shall also require any subcontractor to provide workers' compensation insurance for subcontractor's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the CONTRACTOR. CONTRACTOR certifies it is aware of the provisions of Section 3700 et seq., of the Labor Code which requires every employer to be insured against liability for Workers' Compensation.

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4. Aggregate Limits/Blanket Coverage - The CONTRACTOR shall notify the COUNTY immediately if any aggregate insurance limit is exceeded. In the event of an exceedance, the CONTRACTOR shall purchase additional coverage to meet the requirements of this AGREEMENT.

5. Failure to Procure Insurance - CONTRACTOR'S failure to procure or maintain the insurance policies, coverage amounts or limits, and/or endorsements required pursuant to this Section shall constitute a material breach of this AGREEMENT under which the COUNTY may terminate this AGREEMENT in accordance with Article 4(G)(2) of this AGREEMENT. Alternatively, the COUNTY may procure, or renew, such insurance to protect its interests and pay any premiums in connection therewith and recover all monies so paid from the CONTRACTOR, or deduct all monies so paid from payments due CONTRACTOR.

6. Underlying Insurance - The CONTRACTOR shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees, consultants, agents, and subcontractors, if any, to protect the interests of both the CONTRACTOR and the COUNTY and to ensure such persons comply with any applicable insurance statutes.

7. Evidence of Coverage - The CONTRACTOR shall provide the following insurance documents to the COUNTY within ten (10) working days after the final execution of this AGREEMENT by the COUNTY: certificates of insurance for all required coverage; additional insured endorsement; and thirty (30) days notice cancellation clause endorsement. The CONTRACTOR shall maintain insurance with the following minimum limits:

<u>TYPES OF INSURANCE</u>	<u>MINIMUM COVERAGE LIMITS</u>
*COMMERCIAL GENERAL LIABILITY (must be written on an occurrence basis)	\$ 1,000,000 Combined Single Limit (CSL) \$ 2,000,000 aggregate
**COMMERCIAL AUTOMOBILE LIABILITY (must be written on an occurrence basis)	\$ 2,000,000 CSL
ENVIRONMENTAL IMPAIRMENT LIABILITY (for sudden releases)	\$5,000,000
WORKERS' COMPENSATION (includes employer's liability)	Statutory Limits \$ 1,000,000

**Commercial Liability shall include personal injury, broad form property damage, products/completed operations, independent contractors, premises, operations, and fire.*

***Commercial Automobile Liability shall include bodily injury and property damage applicable to owned, non-owned, and hired automobiles. Also shall include uninsured/underinsured motorist's coverage in the minimum amount of \$100,000.*

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K. Substitution of Personnel

CONTRACTOR's personnel providing services under this AGREEMENT are identified in Exhibit A, Section II. The CONTRACTOR shall not assign, or use as a substitute, any other worker at any EVENT unless a previously written request for such has been submitted to, and approved by, the COUNTY, which approval shall not be unreasonably withheld. Any request to use personnel not previously identified in Exhibit A, Section II shall only include persons of commensurate experience, qualifications, knowledge, and training required for the job classification.

L. Service Monitoring

The COUNTY and other MOU PARTIES shall have the right to review the work being performed by the CONTRACTOR under this AGREEMENT at any time. Monitoring under this provision does not constitute approval of CONTRACTOR'S actions nor shall it relieve the CONTRACTOR of its responsibility for the thoroughness of the services to be provided hereunder.

M. Anti-Discrimination

In the performance of this AGREEMENT, neither the CONTRACTOR, nor any subcontractor, shall engage in discrimination in employment of persons because of the age, disability or handicap, race, color, sex, familial status, national origin or ancestry, or religion of such persons.

N. Partial Invalidity

If a court of competent jurisdiction finds any provision within this AGREEMENT to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

O. Captions

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit, or describe the scope or intent of any provision of this AGREEMENT.

P. Governing Law

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California.

Q. Audit

For the life of the AGREEMENT (including any extension hereof) and three (3) years following its termination or expiration, the COUNTY, upon three (3) days advance written notification to CONTRACTOR, shall have the right to inspect and audit all records and other

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written materials directly relating to CONTRACTOR'S performance of services and invoicing to COUNTY under this AGREEMENT. Notwithstanding the foregoing, COUNTY shall only be entitled to perform an audit hereunder if COUNTY is in compliance with the payment terms of this Agreement. Any unpaid amount disputed by COUNTY (e.g., paid under protest) shall not affect COUNTY's audit and inspection rights hereunder.

R. Entire Agreement

This AGREEMENT constitutes the entire Agreement between the PARTIES regarding the subject matter of this AGREEMENT, and supersedes all previous agreements, promises, presentations, understanding and negotiations, whether written or oral, between the PARTIES with respect to the subject matter hereof.

S. Business Tax

CONTRACTOR shall comply with business license and business tax regulations as required by federal and state law or local ordinance.

T. Cumulative Rights

All COUNTY'S rights and remedies under the AGREEMENT shall be cumulative and in addition to, and not in limitation of, all other rights and remedies of COUNTY hereunder or otherwise available at law or in equity.

U. Counterparts

This AGREEMENT may be executed in counterparts and when each PARTY has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to both PARTIES.

ARTICLE 5 - HOLD HARMLESS AND INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless each of the MOU PARTIES, including the COUNTY, and each present and future officers, elected officials, directors, officials, employees and agents, and subcontractors and assigns (referred to jointly in this section as "INDEMNITEES") from, and against, any liability, penalties, fines, forfeitures, demands, claims, causes of actions, suits, remediation and cleanup costs, and costs and expenses of any sort (including cost of defense, settlement and attorney's fees) which any of the INDEMNITEES may hereinafter suffer, incur, be responsible for or pay out as a result of any injury of any sort, including but not limited to bodily injuries or death to any person (including without limitation any employee of the CONTRACTOR or any of its subcontractors), injury to property, or damage to the environment or natural resources (including without limitation contamination, pollution, or other adverse effects), that arises out of or is in any way connected directly or indirectly with CONTRACTOR's acts or

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omissions during execution or performance of this AGREEMENT or any part thereof, including, without limitation, the operation, handling or management of any EVENT or related site or personnel, the PROGRAM or the collection, identification, handling, bulking, packaging, transport, disposal or recycling of HHW, ABOP WASTE, ELECTRONIC WASTE, or CESQG WASTE or any other waste or material of any type, or that arises out of or is in any way connected directly or indirectly with the CONTRACTOR's strict liability or any other form of strict liability whatsoever with respect to disposal or processing or recycling of household hazardous waste or any other waste of any type. Without limiting the foregoing, this indemnity shall include indemnification for any liability arising out of violation or alleged violation of any state or federal law, statute, ordinance, order, rule, or regulation of any government entity or agency and any liability of any sort under the Federal Comprehensive Environmental Response, Compensation, and Liability Act, or any comparable provision of state or federal law that may be subsequently enacted or any rule or regulation promulgated thereunder. The indemnification provided in this Section shall apply whether or not the INDEMNITEE is at fault, provided, however, this indemnification shall not apply to a particular INDEMNITEE where that INDEMNITEE'S liability is based solely upon that INDEMNITEE'S willful misconduct or active negligence. The MOU PARTIES shall have third-party beneficiary rights under this provision and may enforce the same in any court of competent jurisdiction.

ARTICLE 6 - PAYMENT OF CONTRACT COSTS AND RELATED PROCEDURES

A. Summary of CONTRACT COSTS

CONTRACTOR shall be compensated for the CONTRACT COSTS for the services it provides at each EVENT provided said services have been duly authorized by COUNTY and comply with the terms, conditions, and performance standards of this AGREEMENT. Subject to the cost cap per vehicle which shall be applied in accordance with Section V, subdivision D of Exhibit A, the CONTRACT COSTS for each EVENT shall be calculated as follows:

1. The total charges for unacceptable wastes, if any, received at the EVENT, as calculated in accordance with Exhibit A, Section V, subdivision B; plus
2. The total charges for CONTRACTOR provided service options in accordance with Exhibit A, Section V, subdivision C, to the extent said option(s) is/are designated in the applicable NOTICE TO PROCEED.

The CONTRACT COSTS, as calculated based on the foregoing, shall be subject to reduction in the event liquidated damages are assessed pursuant to Section VII of Exhibit A.

B. Submittal of CONTRACTOR's Invoice

Following each EVENT, the CONTRACTOR shall provide an invoice to the COUNTY for the CONTRACTOR'S total CONTRACT COSTS for the EVENT. Said invoice shall identify the EVENT by date and include all reports and documentation required pursuant to Exhibit A to support the invoiced services. CONTRACTOR shall also provide the COUNTY with a

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printed summary of the services completed by CONTRACTOR hereunder during the preceding three (3) month period by March 1, June 1, September 1 and December 1 of each calendar year during the term of this AGREEMENT. All CESQG WASTE-related reports shall include a separate and a detailed waste inventory report for each CESQG, excluding any CESQG WASTE collected as part of an EVENT solely for the purpose of collecting ABOP WASTE, for which no separate report shall be required.

A complete and accurate invoice, including all required reports, for all compensation due to the CONTRACTOR for services completed pursuant to the NOTICE TO PROCEED shall be submitted to the COUNTY no more than forty-five (45) days following completion of any EVENT. If more than one EVENT was completed in the prior thirty (30) days before the invoice is submitted, the invoice shall, if requested by the COUNTY, be a consolidated statement of all such EVENTS, though separately itemized for each EVENT. CONTRACTOR invoices shall be sent to COUNTY's address for official notice stated in Article 7 below.

C. COUNTY Review of CONTRACTOR Invoice

The COUNTY shall accept or reject each invoice within ten (10) working days after receipt of a CONTRACTOR invoice. The COUNTY may extend the invoice review period beyond ten (10) working days should more extensive review, including an audit, be required. The COUNTY may reject, or dispute, any invoice by providing written notification of such to CONTRACTOR; should CONTRACTOR receive such notification from COUNTY, CONTRACTOR shall have three (3) business days to resubmit a corrected invoice to COUNTY. Alternatively, if CONTRACTOR disputes COUNTY'S claimed invoice amount, the CONTRACTOR shall notify the COUNTY by written notification of such within three (3) business days at which point the issue may be resolved in a court of law should PARTIES be unable to reach a resolution.

D. COUNTY Payment of Invoice

The COUNTY shall pay a CONTRACTOR invoice within thirty (30) days after receipt and approval of the invoice. If any part of an invoice remains in dispute, the COUNTY shall pay any undisputed amount owed to the CONTRACTOR.

ARTICLE 7 - NOTICES

All official notices, requests, demands, and other communications to be given under this AGREEMENT ("Notices") shall be in writing and addressed to the PARTIES as follows:

TO COUNTY:

Attn: Director of Water & Sanitation Department
County of Ventura, Public Works Agency
Integrated Waste Management Division
800 South Victoria Avenue, # 1650
Ventura, CA 93009-1650
Fax: 805-658-4324

TO CONTRACTOR:

Attn: Mr. Kelly Kraft, Account Manager
Clean Harbors Environmental Services, Inc.
880 West Verdulera Street
Camarillo, CA 93010

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Notices shall be transmitted by one of the following methods:

- (1) Personally delivered.
- (2) Sent by facsimile where receipt is confirmed.
- (3) Sent by courier where receipt is confirmed.
- (4) Sent by registered or certified mail, postage prepaid, return receipt requested.

Notices shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt.

ARTICLE 8 - AUTHORITY TO EXECUTE AGREEMENT

The COUNTY and the CONTRACTOR each represent the individual executing this AGREEMENT on behalf of each PARTY is a person duly authorized and empowered to execute the AGREEMENT.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this AGREEMENT to be executed the day and year written below.

COUNTY OF VENTURA

Date:

By:

David Fleisch, P.E.
Assistant Director
Public Works Agency
County of Ventura

CONTRACTOR

Date:

By:

Marc McReynolds
Senior Vice President, US West Region
Clean Harbors Environmental Services, Inc.