

**FIRST AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

DOUBLE BARREL ENVIRONMENTAL SERVICES, INC.

(Hazardous Waste Disposal Services)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and STERICYCLE ENVIRONMENTAL SOLUTIONS, INC., a Delaware corporation authorized to do business in California ("Stericycle" or "Consultant"), as successor in interest to DOUBLE BARREL ENVIRONMENTAL SERVICES, LLC, a limited liability company ("Double Barrel"), referred to individually as Party and collectively as Parties, with respect to the following:

RECITALS

WHEREAS, on May 13, 2014, the City Council approved and awarded a contract to Double Barrel for an amount not-to-exceed \$250,000 annually for the transportation and disposal of hazardous waste material ("Project") from July 1, 2014, through June 30, 2019, and authorized the City Manager, or designee, to execute an agreement to that effect; and

WHEREAS, on or about May 16, 2014, City and Double Barrel entered into a Professional Consultant Services Agreement ("Agreement") for the Project; and

WHEREAS, on or about September 8, 2015, City entered into an Assignment Agreement with Contractor and Double Barrel wherein Double Barrel's rights and obligations under the Agreement were assigned to Contractor as a result of a merger; and

WHEREAS, in Fiscal Year 2015-16 there were unanticipated additional costs for necessary hazardous waste disposal services which requires an increase to the not-to-exceed amount for that fiscal year;

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants, agreements, and representations set forth herein, the Parties hereby agree as follows:

1. Each of the above recitals is incorporated herein by this reference as though set forth in full.
2. Paragraph 3 of the Agreement is hereby amended to the following:

"3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) annually payable in accordance with the terms set forth in Exhibit "B." Said payment shall be

made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof. However, notwithstanding the above, for the 2015-16 Fiscal Year only, the Services under this Agreement shall be performed for a total sum not to exceed Three Hundred Thousand Dollars (\$300,000)."

3. Paragraph 33.3 of the Agreement is hereby amended to the following:

"33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling. In the event of a conflict between the body of this Agreement and Exhibit "B" - Compensation hereto, the terms contained in this Agreement shall be controlling."

4. All terms and conditions of the Agreement not inconsistent with this First Amendment, shall remain in full force and effect.

5. In the event of a conflict between the terms and conditions of contained in the Agreement and the exhibits thereto, the terms and conditions of the Agreement shall control.

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

STERICYCLE ENVIRONMENTAL
SOLUTIONS, INC., a Delaware corporation

By: _____
Name (Print) _____
Title: _____
Date: _____

By: Melinda Rath
Name (Print) MELINDA RATH
Title: VICE PRESIDENT, MFG'S INDUSTRIAL SALES
Date: 3/31/16

Attest: _____
Colleen Nicol, City Clerk
Date: _____

By: Todd Harris
Name (Print) Todd Harris
Title: VP Sales and Marketing
Date: 3-31-16

Approved as to Form:

By: [Signature]
Deputy City Attorney