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The parties therefore agree as follows:

## **AMENDMENT IV TO AGREEMENT**

This Amendment No. 4 to Service Agreement ("Amendment No. 4") is dated \_\_\_\_\_\_, 2025 and is between Professional Asbestos Removal Corporation, dba PARC Environmental, a California corporation, whose address is 2864 E. Dorothy Ave. Fresno, CA 93706 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

## Recitals

- A. On February 25, 2020, the County and the Contractor entered into Agreement number 20-085 ("Agreement") to provide services for asbestos and lead paint abatement, hazardous waste pickup and disposal, and removal and disposal of debris associated with homeless encampments, and emergency response services.
- B. On July 12, 2022, the County and the Contractor entered into Amendment I to the Agreement, Agreement number 22-303, ("Amendment No. 1") to add additional funding for these services and increased the Agreement total compensation amount to \$1,200,000.
- C. On October 25, 2022, the County and the Contractor entered into Amendment II to the Agreement, Agreement number 22-496, ("Amendment No. 2") to add additional funding for these services and to clean up third-party properties pursuant to certain Notices and Orders to Abate Public Nuisances issued by COUNTY, increasing the Agreement total compensation to \$2,100,000.
- D. On April 9, 2024, the County and the Contractor entered into Amendment III to the Agreement, Agreement number 24-158, ("Amendment No. 3"), to move funds previously designated for Abatement Services to the County Administrative Office and increasing the Agreement total compensation by \$500,000 to a total of \$1,650,000.
- E. The County needs to further increase funding designated in the Agreement to the Department of Public Works and Planning by \$75,000.

- 1. Section 4 of the Agreement, found at page 8, line 8, through page 9, line 4 of the original agreement, and as later amended in Amendments I, II, and III, is deleted and replaced as follows:
  - "A. SERVICES The COUNTY shall only provide compensation and payment to CONTRACTOR for work authorized by the COUNTY. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with CONTRACTOR's respective rates provided in Attachment A. All rates listed in Attachment A are valid for the Term of this Agreement. All rates listed in Attachment A are "fully loaded," as they include all direct and indirect costs and fees or profit as well as ancillary materials not described in Attachment A. CONTRACTOR shall not undertake any services without the advance written authorization of the COUNTY. If the COUNTY requests a service not specified in Attachment A, then such services will be negotiated between the COUNTY and the CONTRACTOR and shall be based on prices similar to those outlined in Attachment A.
  - B. In no event shall compensation paid for services provided to the following departments of the COUNTY under this Agreement exceed the following amounts during the potential maximum five (5) year and four (4) month term: Department of Public Works and Planning compensation for services shall not exceed nine hundred seventy-five thousand dollars (\$975,000), compensation paid for services provided to the Department of Public Health shall not exceed fifty thousand dollars (\$50,000), and the compensation paid for services provided to the County Administrative Office shall not exceed one million, six hundred fifty thousand dollars (\$1,650,000).
  - C. AGREEMENT MAXIMUM In no event shall the total compensation paid to CONTRACTOR during the entire potential five (5) year and four (4) month term of this Agreement for Routine, Emergency Response, Abatement, and Callback Services exceed two million, six hundred seventy-five thousand dollars (\$2,675,000)."
- 2. This Amendment No. 4 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 4.

- 3. The Contractor represents and warrants to the County that:
  - a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment No. 4.
  - b. The individual signing this Amendment No. 4 on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment No. 4 legally binds the Contractor to the terms of this Amendment.
- 4. The Agreement as amended by this Amendment No. 4 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 4 remain in full force and effect.

  [SIGNATURE PAGE FOLLOWS]

1 IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 on the date 2 set forth above. 3 4 **COUNTY OF FRESNO** CONTRACTOR Professional Asbestos Removal Corp. 5 **DBA: PARC Environmental** 6 7 Ernest Buddy Mendes, Chairman of the Board of Jeffrey Davis, Hazmat Division Manager 8 Supervisors of the County of Fresno 9 Jason Martina, CEO 10 ATTEST: Bernice E. Seidel 11 Clerk of the Board of Supervisors County of Fresno, State of California 2864 E. Dorothy Avenue 12 Fresno, CA 93706 13 14 15 16 17 18 19 20 21 FOR ACCOUNTING USE ONLY 22 4510, 2540, 5620 ORG Nos. 23 Account Nos. 7295, 7490 Fund Nos. 0010, 0001 24 Subclass Nos. 11000, 10000 25 26

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