

AMENDMENT III TO AGREEMENT

This Amendment No. 3 to Service Agreement ("Amendment No. 3") is dated April 9, 2024 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. Since Amendment No. 2 was executed, the County has not performed Abatement Services on private properties in conjunction with issued Notices and Orders to Abate Public Nuisances, as added by Amendment No. 2.
- E. The Agreement needs to be updated to reflect that the funds previously designated for Abatement Services should be moved to be designated to the County Administrative Office.
- F. The County also needs to further increase funding designated in the Agreement to the County Administrative Office by \$500,000.

The parties therefore agree as follows:

1. Section 4 of the Agreement, page 8, line 8, through page 9, line 4, 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 thousand dollars (\$900,000), 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 thousand dollars (\$2,600,000)."

2. This Amendment No. 3 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 3.

1 3. The Contractor represents and warrants to the County that:

2 a. The Contractor is duly authorized and empowered to sign and perform its obligations
3 under this Amendment No. 3.

4 b. The individual signing this Amendment No. 3 on behalf of the Contractor is duly
5 authorized to do so and his or her signature on this Amendment No. 3 legally binds the
6 Contractor to the terms of this Amendment.

7 4. The Agreement as amended by this Amendment No. 3 is ratified and continued. All provisions
8 of the Agreement and not amended by this Amendment No. 3 remain in full force and effect.

9 *[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 on the date
set forth above.

CONTRACTOR

Professional Asbestos Removal Corp.
DBA: PARC Environmental



Jeffrey Davis, Hazmat Division Manager



Jason Martina, CEO

2864 E. Dorothy Avenue
Fresno, CA 93706

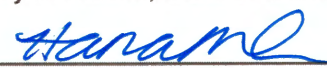
COUNTY OF FRESNO



Nathan Magsig Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By 

Deputy

FOR ACCOUNTING USE ONLY

ORG Nos. 4510, 2540, 5620
Account Nos. 7295, 7490
Fund Nos. 0010, 0001
Subclass Nos. 11000, 10000