

**AMENDMENT NO. 3  
TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND  
DISASTER KLEENUP SPECIALISTS  
FOR GOODS AND/OR SERVICES INVOLVING HAZARDOUS MATERIALS**

**THIS AMENDMENT NO. 3** to the Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Disaster Kleenup Specialists, (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into a Services Agreement with County on August 23, 2011 (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the parties on April 09, 2012 (hereinafter, "Amendment No. 1") and May 14, 2013 (hereinafter, "Amendment No. 2"); and

**WHEREAS**, unanticipated emergency work used more of the budget than was expected for the contract period; and

**WHEREAS**, additional funding is necessary as the County has a continued need for on-call services involving hazardous materials from the CONTRACTOR and as described in Exhibit A to the Agreement; and

**WHEREAS**, the Parties wish to amend the Agreement to increase the amount by \$80,000.00 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Paragraph 3, "Payments By County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$180,000.00.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 3 to Services Agreement  
Disaster Kleenup Specialists  
On-Call Services Involving Hazardous Materials  
RMA – Public Works – Facilities  
Term: July 1, 2011 – June 30, 2014  
Not to Exceed: \$180,000.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Professional Services Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Disaster Kleenup Specialists  
Contractor's Business Name

Date: \_\_\_\_\_

By: Terry Ream  
(Signature of Chair, President or Vice President)

Its: Terry Ream, Vice Pres  
(Print Name and Title)

Date: 6/11/13

**Approved as to Form and Legality  
Office of the County Counsel**

By: T. Ream  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

By: \_\_\_\_\_  
Deputy County Counsel

Its: Theresa Ream, CFO  
(Print Name and Title)

Date: \_\_\_\_\_

Date: 6/11/13

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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