

**Clearstar, Inc.  
doing business as  
Employment Screening Resources**

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES #4665**

**THIS THIRD AMENDMENT** to that Agreement for Services #4665 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Client"), and Clearstar, Inc. a Delaware corporation duly qualified to conduct business in the State of California, doing business as Employment Screening Resources, whose principal place of business is 6250 Shiloh Road, Suite 300 Alpharetta, Georgia 30005, and whose local address is 7110 Redwood Boulevard, Suite C, Novato, California 94945-4114 (hereinafter referred to as "ESR");

**RECITALS**

**WHEREAS**, Clearstar, Inc. dba Employment Screening Resources has been engaged by Client to provide pre-employment background checks for its Human Resources Department, pursuant to Agreement for Services #4665, dated April 7, 2020, First Amendment to Agreement for Services #4665, dated November 19, 2020, and Second Amendment to Agreement for Services #4665, dated February 15, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of April 6, 2022 for two (2) additional years, amending **ARTICLE 3, Term and Termination**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$100,000, for an updated not-to-exceed amount of \$150,000 and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE 4, Pricing and Billing**, and adding **Amended Exhibit 1-B**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Client and ESR mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement for Services #4665 on the following terms and conditions:

- I. **ARTICLE 3, Term and Termination**, the first paragraph of the Article is amended in its entirety to read as follows:

**ARTICLE 3**

**Term and Termination:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on April 6, 2024, as amended. Either party may terminate this Agreement upon thirty (30) days written notice.

II. **ARTICLE 4, Pricing and Billing**, the first paragraph and Section D of the Article are amended in their entirety to read as follows:

**ARTICLE 4**

**Pricing and Billing:**

For each response to a request for a chargeable service, Client agrees to pay according to the pricing found in Exhibit 1 – Updated Package, Contract Pricing (“Contract Pricing”), Exhibit 1-A, marked “Current Pricing,” and Exhibit 1-B, marked “Amended Current Pricing”, incorporated herein and made by reference a part hereof.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing through November 18, 2020, the billing rates shall be in accordance with Exhibit 1, marked “Updated Package, Contract Pricing.”.

For the purposes hereof, for the period beginning with the effective date of Amendment I and continuing through the last day prior to the effective date of Amendment III, the billing rates shall be in accordance with Exhibit 1, marked “Updated Package, Contract Pricing,” and Exhibit 1-A, marked “Current Pricing.”.

For the period beginning with the effective date of this Third Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Exhibit 1, marked “Updated Package, Contract Pricing,” and Exhibit 1-B, marked “Amended Current Pricing.”.

D. The total amount of this Agreement, as amended, shall not exceed \$150,000.00, inclusive of all costs, taxes, and expenses.

Except as herein amended, all other parts and sections of Agreement for Services, #4665 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment to Agreement for Services #4665 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Purchasing Agent  
Chief Administrative Office  
"Client"

**-- CLEARSTAR, INC.  
doing business as  
EMPLOYMENT SCREENING RESOURCES --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Chad Parodi  
Chief Executive Officer  
"ESR"

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Nicolas Dufour  
Executive Vice President and  
Corporate Secretary