

AMENDMENT #2 TO AGREEMENT A-13390

AMENDMENT #2 TO AGREEMENT A-13390 COUNTY OF MONTEREY & FRED HARDEE DBA HARDEE INVESTIGATIONS

THIS AMENDMENT is made to the AGREEMENT A-13390 for pre-employment background investigation services by and between **FRED HARDEE DBA HARDEE INVESTIGATIONS**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and Contractor entered into this AGREEMENT on February 24th, 2015; and subsequently amended the AGREEMENT on December 20th, 2016 with Amendment #1; and

WHEREAS, the County and CONTRACTOR now wish to amend the AGREEMENT to increase the total amount of the AGREEMENT to reflect changes in services and increased volume of services provided to County by CONTRACTOR.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$171,900.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$310,000.00.*"
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of the AGREEMENT is from February 24th, 2015 to February 23, 2018*" and replacing it with, "*The term of the AGREEMENT is from February 24th, 2015 to February 23, 2019.*"
3. EXHIBIT A: Scope of Services shall be amended by changing pricing and terms as per EXHIBIT A1-Revised, per Amendment #2, attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on February 24, 2015.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

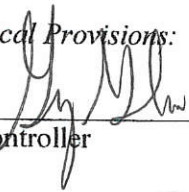
Dated: _____



Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/28/17



Deputy Auditor/Controller

Dated: 7-17-17

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:


Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:



Deputy County Counsel

Dated: 7/17/2017

*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.

Fred Hardee DBA Hardee Investigations Agreement A-13390

Term: 02/24/2015 to 02/23/2018

Amount: \$310,000.00

EXHIBIT-A1 to Agreement A-13390

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To Agreement by and between
County of Monterey, hereinafter referred to as "County"

AND

Fred Hardee, DBA Hardee Investigations, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES – Background Investigations

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 Provide Complete Background Investigation and Report

Using Peace Officer Standards and Training (POST) Guidelines and most current version of POST Personal History Statement, produce report that covers in-depth interview with candidate and review of Personal History Statement; shall include criminal check, verification of citizenship, education, Department of Motor Vehicles record, financial and military history and other applicable legal documents; civil court records search; contact with neighbors, relatives, references; contact with current and past employers and co-workers; review of available personnel files, academy files; and other relevant documents; status of applications with other law enforcement agencies where candidate has sought history in past two years.

A.1.2 Provide Preliminary Background Investigation and Report

Used for cases where an applicant is disqualified for hire or where the County, at its sole discretion, chooses not to continue forward with the hire.

A.2 CONTRACTOR shall produce the following deliverables by the dates indicated below:

Complete Background Written reports shall be due within fifteen (15) days of completion of background check.

Preliminary Background Reports shall be due within fifteen (15) days of the decision not to continue forward with hire or from the date candidate is disqualified for hire.

Vendor: Fred Hardee, DBA Hardee Investigations A-13390

Amount: \$310,000.00

Term: 02/24/2015 to 02/23/2019

Page 1

EXHIBIT-A1 to Agreement A-13390

Invoices shall be submitted to the County on a monthly basis for completed work.

All written reports required under this Agreement must be delivered to Commander in Charge of Professional Standards, County's Contract Manager, in accordance with the schedule above.

B. SCOPE OF SERVICES – POLYGRAPH SERVICES

B.1 CONTRACTOR shall provide all things necessary to conduct pre-employment polygraph exams as described below. CONTRACTOR shall provide all polygraph services at CONTRACTOR's place of business. All polygraph investigations shall be confidential and provided in accordance with American Polygraph Association guidelines.

- B.1.1 Exam shall include pre-test interview based off POST personal history statement dated 02/2013 or most current version from POST website;
- B.1.2 Exam shall include post-test interview and scoring of polygraph charts.
- B.1.3 Verbal Post Exam results shall be relayed via telephone call to Monterey County Sheriff's Office, Professional Standards Commander upon completion of exam.
- B.1.4 Specific Issue Polygraph Investigations: These examinations shall be ordered only if initial examination indicates possible deception or uncovers a need to further investigate a particular answer to a question.
- B.1.5 All Specific Issue exams shall be approved by Monterey County Sheriff's Office, Professional Standards Commander prior to commencing exam.

B.2 CONTRACTOR shall produce the following deliverables by the dates indicated below:

Complete Polygraph written reports shall be due within fifteen (15) days of completion of testing.

Specific Issue Polygraph Reports shall be due within fifteen (15) days of completion of testing or fifteen (15) days from the date candidate is disqualified for hire.

Invoices shall be submitted to the County on a monthly basis for completed work.

All written reports required under this Agreement must be delivered to Commander in Charge of Professional Standards, County's Contract Manager, in accordance with the schedule above.

Vendor: Fred Hardee, DBA Hardee Investigations A-13390

Amount: \$310,000.00

Term: 02/24/2015 to 02/23/2019

Page 2

EXHIBIT-A1 to Agreement A-13390

C.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$310,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Background Investigation and Report \$1,475.00 per report
(This all-inclusive fee covers notary, DMV, credit reports, mailings, and all things other than travel needed to complete report.)

Preliminary Background Investigation and Report \$350.00 per report
Used for cases where an applicant is disqualified for hire or where County chooses not to continue forward with the hire. *(This all-inclusive rate covers notary, DMV report, credit reports, mailings, and all things necessary other than travel needed to complete report)*

Out of Tri-County Area Travel \$65.00 per hour
(Tri-County Area is Monterey, San Benito, Santa Cruz Counties)
(This is an all-inclusive rate.)

Mileage At current IRS approved rate
(Portal to portal from contractor's place of business)

Basic Pre-Employment Polygraph Examination And Report \$275.00 per exam

Specific Issue Polygraph Examination and Report
Used when basic exam needs to be explored or resolved after basic exam indicates deception. \$100.00 per hour

No Show Fee – Charged if appointment cancelled with less than 24 hours' notice \$125.00 per cancel

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses for air travel, car rental or overnight stays. All travel requiring air travel, car rental or overnight stays must be pre-approved by the Professional Standards

Vendor: Fred Hardee, DBA Hardee Investigations A-13390

Amount: \$310,000.00

Term: 02/24/2015 to 02/23/2019

Page 3