

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GUARDIAN PSBI, INC.
DBA GUARDIAN PUBLIC SAFETY BACKGROUND INVESTIGATIONS**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and **Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations** (hereinafter, “CONTRACTOR”) is hereby entered into between the County and CONTRACTOR (collectively, “the Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with the County on August 29, 2023, (hereinafter, “Agreement”) to provide pre-employment background investigation services for the Probation Department (hereinafter, “services”) through August 31, 2024, for an amount not to exceed \$25,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to increase the Agreement’s amount by \$31,900 for a total not to exceed amount of \$56,900 with no change to the Agreement’s term, to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend the second sentence under Section 2.0, “Payment Provisions”, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$56,900.
2. Amend the first sentence of Sub-Section B.1 “Compensation/Payment” of “Exhibit A – Scope of Services/Payment Provisions” to read as follows:

County shall pay an amount not to exceed \$56,900 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.
3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by:

Debra Wilson

Contracts/Purchasing Officer

Date: 1/25/2024

Approved as to Fiscal Provisions:

DocuSigned by:

Patricia Ruiz

Auditor/Controller

Date: 1/23/2024

Approved as to Liability Provisions:

By:

Risk Management**

Date:

Approved as to Form:

Office of the County Counsel

Susan K. Blitch, Acting County Counsel

DocuSigned by:

Anne K. Brereton

Anne K. Brereton

Deputy County Counsel

Date: 1/22/2024

CONTRACTOR

Guardian PSBI, Inc. dba Guardian Public Safety
Background Investigations

Contractor's Business Name*

DocuSigned by:

Steven D. Ward

(Signature of Chair, President, or
Vice-President)

Steven D. Ward, President & CEO

Print Name and Title

Date: 1/22/2024

DocuSigned by:

Steven D. Ward

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

Steven D. Ward, CFO & Secretary

Print Name and Title

Date: 1/22/2024

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agcy 3673 Westcenter Drive Houston TX 77042	CONTACT NAME: Abram Alaniz PHONE (A/C, No, Ext): (713)521-9251 FAX (A/C, No): (713)521-0125 E-MAIL ADDRESS: aalaniz@eldoradoinsurance.com														
INSURED Guardian Public Safety Background Investigations, LLC 120 School Street #2393 Lodi CA 95241	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Champlain Specialty Insurance Co</td> <td>16834</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Champlain Specialty Insurance Co	16834	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER: SPECIAL ENDT(08/23)****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			CSPI-0001114-02	8/22/2023	8/22/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Errors & Omissions						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as Additional Insured on the General Liability policy.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey, its Officers, Agents, and Employees
20 East Alisal Street
2nd Floor
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./LQIU

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POLICY NUMBER: CSPI-0001114 - 02

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
County of Monterey, its Officers, Agents, and Employees 20 East Alisal Street, 2nd Floor Salinas, CA 93901	Any location where required by written contract signed by both parties and the insured contract is executed prior to any loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

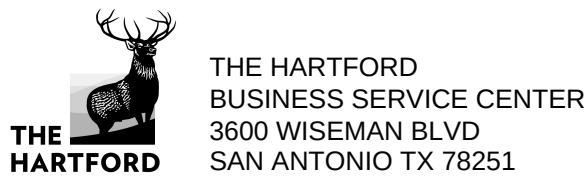
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



August 1, 2023

Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

Account Information:

Policy Holder Details :	Guardian Public Safety Background
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Summary Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



August 1, 2023

Account Policy Information:

Agency Name	PAYCHEX INSURANCE AGENCY INC/PHS
Agency Code	76210756

Recipient Information

Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

SUMMARY OF INSURANCE

Account Policy Recap	Policy Number	Policy Term	Premium
Worker's Compensation Hartford Casualty Insurance Company	76 WEG AT4Y23	07/01/2023 to 07/01/2024	\$2,007

Summary of Insurance (Continued)

Worker’s Compensation Summary of Insurance
with
Hartford Casualty Insurance Company
A member company of The Hartford
07/01/2023 - 07/01/2024

Policy Detail: Worker’s Compensation
Policy States: CA

Location 1 Premises Address:
11 SOUTH SAN JOAQUIN 8TH FLOOR
Stockton CA 95202

Location 2 Premises Address:
2109 BLUEJAY WAY
LODI CA 95240-6351

Worker’s Compensation Coverages:

Employer’s Liability Limits	Limit
Disease - Policy Limit	\$1,000,000
Bodily Injury – Accident	\$1,000,000
Disease - Each Employee	\$1,000,000

Class/Payroll Detail	Class Description	Class Code	Payroll
Location 2 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	\$222,700
Location 2 - CA	SALESPERSONS - OUTSIDE	8742	\$57,200
Location 1 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	\$600

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.