

**AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GUARDIAN PSBI, INC.
DBA GUARDIAN PUBLIC SAFETY BACKGROUND INVESTIGATIONS**

THIS AMENDMENT NO. 2 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, Agreement was amended by the Parties on January 25, 2024 (hereinafter, “Amendment No. 1”) 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; and

WHEREAS, County has a continued need for services; and

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

WHEREAS, the Parties wish to amend the Agreement to extend the term for two (2) additional years through August 31, 2026 and to increase the Agreement’s amount by \$175,000 for a total not to exceed amount of \$231,900 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 2.

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 \$231,900.
2. Amend the first sentence of Paragraph 3.01 of Section 3.0, “Term of Agreement”, to read as follows:

The term of this Agreement is from August 28, 2023 to August 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. 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 **\$231,900** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. 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.
5. This Amendment No. 2 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. 2 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

78741937AA0D41B
Contracts/Purchasing Officer

Date: 8/22/2024

Approved as to Fiscal Provisions:

By: DocuSigned by:

Patricia Ruiz

57EF8459745419
Auditor/Controller

Date: 8/8/2024

Approved as to Liability Provisions:

By:

Risk Management**

Date:

Approved as to Form:

Office of the County Counsel

Susan K. Blitch, County Counsel

By: Signed by:

Anne K. Brereton

07023344388240
Anne K. Brereton

Deputy County Counsel

Date: 8/7/2024

CONTRACTOR

Guardian PSBI, Inc. dba Guardian Public Safety
Background Investigations

Contractor's Business Name*

By: DocuSigned by:

Steven D. Ward

B890D68220F9499
(Signature of Chair, President, or
Vice-President)

Steven D. Ward, President & CEO

Print Name and Title

Date: 8/5/2024

By: DocuSigned by:

Steven D. Ward

B890D68220F9499
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Steven D. Ward, CFO & Secretary

Print Name and Title

Date: 8/5/2024

*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.