

## AMENDMENT #4 TO AGREEMENT A-15709

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### AMENDMENT #4 TO AGREEMENT A-15709 BY AND BETWEEN COUNTY OF MONTEREY & KURT ASHLEY DBA SECURE SOLUTIONS

**THIS AMENDMENT** is made to the AGREEMENT for pre-employment background investigation services by and between **KURT ASHLEY DBA SECURE SOLUTIONS**, 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 originally entered into this Agreement on May 1, 2020, with a Not to Exceed amount of \$99,000 and a term date ending on June 30, 2022; and

**WHEREAS**, the County and CONTRACTOR amended the AGREEMENT on March 9, 2022, by adding \$100,000 for a new Not to Exceed total of \$199,000 and extend the agreement with a new term ending date of June 30, 2023, with Amendment #1; and

**WHEREAS**, the County and CONTRACTOR amended the AGREEMENT on March 28, 2023, by adding \$119,900 for a new Not to Exceed total of \$318,900 and extend the agreement with a new term ending date of June 30, 2024, with Amendment #2; and

**WHEREAS**, the County and CONTRACTOR amended the AGREEMENT on March 18, 2024, by adding polygraph examination services and extend the agreement one (1) additional year with a new term ending date of June 30, 2025, with Amendment #3; and

**WHEREAS**, the County and CONTRACTOR wish to further amend the AGREEMENT by adding \$780,000 for a new not to Exceed total of \$1,098,900, and by replacing Exhibit A-3 with Exhibit A-4 and extending the AGREEMENT two (2) additional year with a new term ending date of June 30, 2027.

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

1. Section 2.0., “PAYMENT PROVISIONS” shall be amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$318,900”, and replacing it with, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$1,098,900”
2. Section 3., “TERM OF AGREEMENT” shall be amended by removing, “The term of this Agreement is from 5/1/2020 to 6/30/2025”, and replacing it with, “The term of this Agreement is from 5/1/2020 to 6/30/2027.”
3. Exhibit A – Scope of Services shall be amended by removing Exhibit A-3 and replacing it with Exhibit A-4 (effective upon execution), per Amendment #4, 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 May 1, 2020.

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Kurt Ashley dba Secure Solutions (AMENDMENT 4)

Amount: \$1,098,900

Term: 05/01/2020 to 06/30/2027

## AMENDMENT #4 TO AGREEMENT A-15709

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

MONTEREY COUNTY

Kurt Ashley dba Secure Solutions

\_\_\_\_\_  
Contracts/Purchasing Officer

Signed by:  
By: 

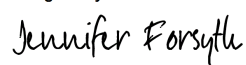
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

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

\_\_\_\_\_  
Kurt Ashley, Owner  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: 10/25/2024 | 11:04 AM PDT

Signed by:  
  
\_\_\_\_\_  
8DC39FE180A740C...  
Deputy Auditor/Controller

Dated: 10/25/2024 | 1:09 PM PDT

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

*Approved as to Liability Provisions:*

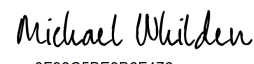
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

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

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

*Approved as to Form:*

Signed by:  
  
\_\_\_\_\_  
0F08C6BE0B6F476...  
Deputy County Counsel

Dated: 10/25/2024 | 3:16 PM PDT

County Board of Supervisors' Agreement Number:   **A-15709**  .

\*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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Kurt Ashley dba Secure Solutions (AMENDMENT 4)  
Amount: \$1,098,900  
Term: 05/01/2020 to 06/30/2027

## EXHIBIT A-4

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**Agreement A-15709 by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Kurt Ashley dba Secure Solutions, hereinafter referred to as “CONTRACTOR”**

### **Scope of Services / Payment Provisions**

#### **A. SCOPE OF SERVICES**

##### **A.1 Background Investigation**

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

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 (PHS), shall include criminal check, employment eligibility verification, 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 application(s) with other law enforcement agencies where candidate has Sought employment in past two years.

Complete Background Written reports shall be due within 30 days of receipt of PHS, waivers and all required documents.

##### **A.2 Polygraph**

CONTRACTOR shall provide all things necessary to conduct pre-employment polygraph exams as described below:

All polygraph investigations shall be confidential and provided in accordance with American Polygraph Association guidelines:

- A.3.1 Exam shall include pre-test interview based off POST personal history statement or most current version from POST website;
- A.3.2 Exam shall include post-test interview and scoring of polygraphs charts;
- A.3.3 Verbal Post Exam results shall be relayed via telephone call to Monterey County Sheriff’s Office, Professional Standards Commander upon completion of exam;
- A.3.4 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; and
- A.3.5 All Specific Issue exams shall be approved by MCSO, Professional Standards Commander prior to commencing exam.

**EXHIBIT A-4**

**A.3** CONTRACTOR shall produce the following deliverables by the dates indicated Below:

- A.4.1 Complete Polygraph written reports shall be due within fifteen (15) days of completion of testing;
- A.4.2 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; and
- A.4.3 Invoices shall be submitted to the County on a monthly basis for completed work.

**B. COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$1,098,900 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** \$1,500 per report  
*(This all-inclusive fee covers notary, Credit Report, DMV, mailings,)*

**Background Investigation and Report – Individual Disqualified** \$400 per report  
 Immediately after interview

**Background Investigation and Report – Individual withdraws** \$250 per report  
 or is disqualified prior to interview

**Background Investigation and Report – Applicant disqualified** Prorated fee based  
 post interview, prior to completion of background on completion  
percentage

**Mileage** At current IRS approved rate  
 (Portal to portal from contractor’s place of business – google map will be used)

**\*Polygraph**  
 Basic Pre-Employment Polygraph Examination and Report \$400 per exam

Specific Issue Polygraph Examination and Report  
 (used when basic exam needs to be explored or resolved  
 after basic exam indicates deception) \$100 per hour

No Show Fee (Charged if appointment cancelled with  
 less than 24 hours notice) \$150 per cancellation

\*No travel, meals, incidentals, tolls, parking or other expense shall be reimbursed for Polygraphs.

## EXHIBIT A-4

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CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

### B.1 CONTRACTORS BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable.  
Invoices shall clearly state at a minimum:

- B.1.1 Deliverable (Background, Polygraph)
- B.1.2 Date received candidate information
- B.1.3 Date background report started
- B.1.4 Date background report completed
- B.1.5 Name of person investigated
- B.1.6 Fee
- B.1.7 Detailed breakdown for travel if applicable
- B.1.8 Copy of Google map showing mileage

Invoicing shall occur any time during the year, after a billable event. It is preferable to submit statements electronically to the County's invoice tracking system at:

[230-sofiscal@countyofmonterey.gov](mailto:230-sofiscal@countyofmonterey.gov)

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office  
Attention: Fiscal Unit Accounts Payable  
1414 Natividad Road  
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.