

**SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") is made and entered into this 9th day of October, 2018, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California ("COUNTY"), and Applied Polygraph, LLC, a California limited liability company, whose address is 9454 Wilshire Boulevard, Suite 600, Beverly Hills, California ("CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number P-16-464-T, dated July 13, 2016 ( "Agreement"), pursuant to which CONTRACTOR agreed to provide employment testing services to COUNTY; and

WHEREAS, on September 1, 2018, a First Amendment to the Agreement was executed, increasing the contract maximum to \$99,999 for polygraph services; and

WHEREAS, COUNTY and CONTRACTOR again desire to amend the Agreement in order to increase the maximum compensation amount and extend the term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 2 of the Agreement, located on page 2, is deleted in its entirety and replaced with the following:

"This Agreement shall become effective on July 1, 2016 and shall terminate on January 14, 2019, with two (2) optional one (1) year renewals, unless earlier terminated as set forth in Section 4 of this Agreement."

2. Section 3 of the Agreement, located on page 2 and 3, is deleted in its entirety and replaced with the following:

"CONTRACTOR's sole compensation for performance of the services rendered pursuant to this Agreement, including travel costs, will be a fee of one hundred seventy five dollars (\$175) per Polygraph Examination for the period of July 1, 2016 to January 14, 2017, one hundred ninety dollars (\$190) per Polygraph Examination for the period of January 15, 2017 to January 14, 2018, and two hundred dollars (\$200) per Polygraph Examination for the period of January 15, 2018 to

1 January 14, 2019. The parties agree that the sole compensation for performance of the services  
2 rendered pursuant to the Agreement, including travel costs, during the two (2) additional one (1) year  
3 renewals will be two hundred Dollars (\$200) per Polygraph Examination. No Polygraph Examination  
4 Fee shall be charged by CONTRACTOR, and COUNTY shall owe nothing to CONTRACTOR, in the  
5 event that a job applicant fails to appear on the date and time set for his or her pre-employment  
6 Polygraph Examination.

7 In no event shall services performed under this Agreement exceed two hundred and seventy  
8 five thousand dollars (\$275,000.00) during the entire five (5) year period of this Agreement."

9 3. Section 6 of the Agreement is deleted and replaced with the following:

10 4. INSURANCE

11 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third  
12 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
13 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
14 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

15 A. Commercial General Liability

16 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
17 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
18 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
19 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
20 liability or any other liability insurance deemed necessary because of the nature of this contract.

21 B. Automobile Liability

22 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
23 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any  
24 auto used in connection with this Agreement.

25 C. Professional Liability

26 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
27 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
28 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. 

1 D. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the  
3 California Labor Code.

4 Additional Requirements Relating to Insurance

5 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
6 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as  
7 additional insured, but only insofar as the operations under this Agreement are concerned. Such  
8 coverage for additional insured shall apply as primary insurance and any other insurance, or  
9 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and  
10 not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall  
11 not be cancelled or changed without a minimum of thirty (30) days advance written notice given to  
12 COUNTY.

13 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
14 employees any amounts paid by the policy of worker's compensation insurance required by this  
15 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may  
16 be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation  
17 under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

18 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
19 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
20 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who  
21 will administer this contract), stating that such insurance coverage have been obtained and are in full  
22 force; that the County of Fresno, its officers, agents and employees will not be responsible for any  
23 premiums on the policies; that such Commercial General Liability insurance names the County of  
24 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only  
25 insofar as the operations under this Agreement are concerned; that such coverage for additional  
26 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by  
27 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
28 provided under CONTRACTOR's policies herein; that for such worker's compensation insurance the

1 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees  
2 any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy;  
3 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days  
4 advance, written notice given to COUNTY.

5 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
6 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
7 Agreement upon the occurrence of such event.

8 All policies shall be issued by admitted insurers licensed to do business in the State of  
9 California, and such insurance shall be purchased from companies possessing a current A.M. Best,  
10 Inc. rating of A FSC VII or better.

11 4. Section 10 of the Agreement, page 8 is deleted and replaced with the following:

12 HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at  
13 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs  
14 and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring  
15 or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR,  
16 its officers, agents, or employees under this Agreement, and from any and all costs and expenses  
17 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to  
18 any person, firm, or corporation who may be injured or damaged by the performance, or failure to  
19 perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

20 5. Section 11 of the Agreement, page 9, lines 8-11 is deleted and replaced with the  
21 following:

22 COUNTY OF FRESNO 23 Sheriff's Office 2200 Fresno Street Fresno, CA 93721	CONTRACTOR Applied Polygraph, LLC 9454 Wilshire Boulevard, Suite 600 Beverly Hills, 90212
24 COUNTY OF FRESNO 25 Probation Department 3333 E. American Ave., Suite B 26 Fresno, CA 93721	



1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to  
2 Agreement as of the day and year first hereinabove written.

3  
4 **CONTRACTOR**

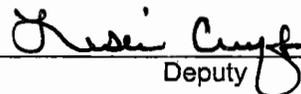
5   
6 Rex McEvoy, Owner

7  
8 Applied Polygraph, LLC  
9 9454 Wilshire Boulevard, Suite 600  
10 Beverly Hills, 90212

**COUNTY OF FRESNO**

11   
12 Sal Quintero  
13 Chairperson of the Board of Supervisors  
14 of the County of Fresno

15  
16 **ATTEST:**  
17 Bernice E. Seidel  
18 Clerk of the Board of Supervisors  
19 County of Fresno, State of California

20  
21 By:   
22 Deputy

23  
24 **FOR ACCOUNTING USE ONLY:**  
25 **ORG No.:** 3430. 31112101,2860  
26 **Account No.:** 7295  
27 **Requisition No.:** 3431900085  
28