

# ORIGINAL

## AGREEMENT FOR SERVICES #049-S0810

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Loomis, Fargo & Co., a Texas Corporation duly qualified to conduct business in the State of California, whose principal place of business is 2500 City West Blvd., Suite 900, Houston, TX 77042, and whose local place of business is 315 12<sup>th</sup> Street, Sacramento, CA 95814, (hereinafter referred to as "Contractor");

The Agreement documents shall consist of the following made by reference a part hereof, and any inconsistency among these various Agreement documents or interpretation of this Agreement shall be resolved by giving the greatest weight to the documents in the order in which they are listed (the first listed being given the greatest weight):

1. Agreement for Services #049-S0810, Additional Terms and Conditions;
2. Armored Car Service Agreement #049-S0810

### ***ADDITIONAL TERMS & CONDITIONS***

Notwithstanding any other terms and conditions contained herein, the following terms and conditions shall be incorporated herein and made by reference a part hereof.

#### **COMPENSATION:**

The total amount of this Agreement shall not exceed \$9,000.00, inclusive of all expenses.

#### **FISCAL CONSIDERATIONS:**

The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

**DEFAULT, TERMINATION AND CANCELLATION:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven upon (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

## **INDEMNITY:**

The Contractor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **INSURANCE:**

Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is not required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

**ADMINISTRATOR:**

The County Officer or employee with responsibility for administering this Agreement is Sylvia Earl, Assistant Treasurer/Tax Collector, or successor.

**AUTHORIZED SIGNATURES:**

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**PARTIAL INVALIDITY:**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**VENUE:**

Any dispute resolution action rising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ENTIRE AGREEMENT:**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: Sylvia Earl Dated: 5/29/07  
Sylvia Earl, Assistant Treasurer/Tax Collector

**Requesting Department Head Concurrence:**

By: C.L. Raffety Dated: 5/28/07  
C.L. Raffety, Treasurer/Tax Collector

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

**-- COUNTY OF EL DORADO --**

Dated: 7/23/07

By: Bonnie H. Rich  
Bonnie H. Rich, Purchasing Agent  
Chief Administrative Office  
"County"

**-- CONTRACTOR --**

Dated: 6/22/07

LOOMIS, FARGO & CO.  
A TEXAS CORPORATION

By: Daryl K Balko  
Daryl K. Balko,  
General Manager, Central Valley Area  
"Contractor"



ARMORED CAR SERVICE AGREEMENT

The following paragraphs of this Service Agreement (the "Agreement") outline the agreements and understandings by and between

LOOMIS ("LOOMIS") a Texas corporation, with offices at: 315 12th Street Sacramento, CA 95814

EL DORADO COUNTY TREASURER ("CUSTOMER") 360 Fair Lane Placerville, CA 95667

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this 16th day of May 2007.

Term: Service will begin on the 1st day of July 2007 and shall continue for a period of (1) year(s). At the expiration of this Agreement, this Agreement shall automatically be extended for successive like periods unless terminated by either party on sixty (60) days written notice prior to the next anniversary date. CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained herein.

CUSTOMER and LOOMIS agree to the following:

Schedule for Services: Conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

Table with 5 columns: LOOMIS BRANCH, UNIT #/ LOCATION, LIABILITY COVERAGE, SERVICE FREQUENCY, FEE for SERVICE. Row 1: 1235, El Dorado County Treasurer 360 Fair Lane Placerville, CA 95667, \$ 35,000.00 - Cash, \$125,000.00 - Check Reconstruction, \$160,000.00 - Total Liability, 5 days / week (Monday thru Friday), \$461.00 / month

Waiting Time: In the event the CUSTOMER requires additional time and LOOMIS agrees to stay, a charge of \$3.85 per one (1) minute will be assessed after the first five (5) minutes. Over ten (10) minutes, LOOMIS may elect to depart from the CUSTOMER'S location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed to fee prior to rendering service.

Research Fee: A fee of \$55.00 per hour will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS.

Excess Item Handling: A fee of \$1.25 per item is assessed when the number of items or containers exceed five (5) items per shipment.

Excess Liability: A fee of \$0.40 per \$1,000 or fraction thereof for any amounts, which exceed the Liability Coverage per Shipment Amount.

If CUSTOMER does not desire this Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

Decline

The undersigned individual, signing this Agreement on behalf of the CUSTOMER acknowledges, accepts and understands that these services are provided by LOOMIS under the attached Terms and Conditions, which CUSTOMER hereby acknowledges receiving, and further represents that he or she has the authority to sign the Agreement on behalf of, and to bind, the CUSTOMER.

EL DORADO COUNTY TREASURER

By Bonnie H. Rich, Printed Name Bonnie H. Rich, Title Purchasing Agent, Date 7/23/07

LOOMIS

By Daryl K. Balko, Printed Name Daryl K. Balko, Title General Manager, Northern California Area, Date 6/22/07, Br #1235 Mgr.

**TERMS AND CONDITIONS**

1. **Service:** LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, LOOMIS reserves the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If LOOMIS accepts sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to LOOMIS pursuant to this Agreement. The fee payable by CUSTOMER to LOOMIS is based upon the agreed upon liability limit(s) and level(s) of service provided by LOOMIS as stated in this Agreement. If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. Before these other services commence, a written amendment will be attached to this Agreement confirming these additional services. If other services are provided prior to the execution of a written amendment, the fees to be charged will be the standard fees quoted for such service by LOOMIS.

2. **Billing and Payment:** CUSTOMER agrees to pay LOOMIS within fifteen (15) days of presented periodic invoices which shall include any applicable federal, state or local taxes. In addition, LOOMIS may, at its discretion, impose a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to LOOMIS on all invoices not paid in full by invoice due date. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, at its sole option, terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived.

3. **Rate Adjustment:** LOOMIS reserves the right to increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s). Subject to CUSTOMER's consent, LOOMIS may adjust the fee(s) based on increased cost(s) of operations. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties. In the event that CUSTOMER refuses to consent to such adjustment, LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

To account for future movements in the price of diesel fuel, up and down, LOOMIS will henceforth adjust the monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). LOOMIS' established baseline is \$1.91 as of September 20, 2004. Any cost above the \$1.91 baseline cost and will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e. if diesel prices rise to \$2.01, the corresponding fuel fee is increased by 0.5%) Each party will be

able to monitor and keep track of the adjustments easily. The fuel fee rate change reflected on the invoice will be based on the most recently published national average diesel price on the last Monday of each month, as published by the Department of Energy Website. The below referenced table is for reference only and as such, does not reflect the maximum rate which might be accessed.

Minimum	Maximum	Per Gallon	Fee %
\$ 3.21	\$3.30	\$ 0.10	6.50%
\$ 3.11	\$ 3.20	\$ 0.10	6.00%
\$ 3.01	\$ 3.10	\$ 0.10	5.50%
\$ 2.91	\$ 3.00	\$ 0.10	5.00%
\$ 2.81	\$ 2.90	\$ 0.10	4.50%
\$ 2.71	\$ 2.80	\$ 0.10	4.00%
\$ 2.61	\$ 2.70	\$ 0.10	3.50%
\$ 2.51	\$ 2.60	\$ 0.10	3.00%
\$ 2.41	\$ 2.50	\$ 0.10	2.50%
\$ 2.31	\$ 2.40	\$ 0.10	2.00%
\$ 2.21	\$ 2.30	\$ 0.10	1.50%
\$ 2.11	\$ 2.20	\$ 0.10	1.00%
\$ 2.01	\$ 2.10	\$ 0.10	0.50%
\$ 1.91	\$ 2.00	\$ 0.09	0.00%
Baseline is established at \$1.91 per gallon			

4. **Liability:** LOOMIS agrees to assume the liability for any loss, according to the terms of this Agreement of the securely sealed container(s) from the time LOOMIS signs for and receives physical custody of the sealed container(s). LOOMIS' responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed container(s) and signs LOOMIS' receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any loss until the sealed container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the CUSTOMER'S premises, LOOMIS does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, LOOMIS will have no liability for any loss in any way related to such fact or circumstance.

5. **Excess Liability:** The following terms will apply if CUSTOMER did not decline excess liability coverage on the signature page. If LOOMIS shall accept tender of a shipment in excess of the Liability Coverage per Shipment Amount, CUSTOMER agrees to pay LOOMIS the excess liability fee set forth on the signature page. **CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Liability Coverage per Shipment Amount.**

6. **Indemnity:** CUSTOMER agrees to indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses arising out of any third party's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LOOMIS' custody due to a claim, demand or suit against CUSTOMER by such third party or through governmental seizure. LOOMIS



agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.

7. **Claim Procedures:** The following provisions shall control in the event of any loss or claim, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care. CUSTOMER agrees that any loss shall be reported by CUSTOMER to LOOMIS within forty-five (45) days after the pick-up by LOOMIS of the securely sealed container in connection with which the loss is asserted. Unless such notice has been received by LOOMIS within this forty-five (45) day period, such claim shall be deemed waived and released by the CUSTOMER. It is agreed that both parties will work together to determine the extent of the loss, and if possible, the cause of loss.

b) The sole liability of LOOMIS (except as stated in this Agreement) in the event of a loss, from whatever cause, shall be subject to the Liability Coverage per Shipment Amount set forth in this Agreement or the Excess Liability Coverage, if not declined by the CUSTOMER.

c) Subject to the provisions of 7(b) above, CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any loss. LOOMIS' liability, unless otherwise stated in this Agreement, shall be the payment to the CUSTOMER for the costs necessary to reconstruct the checks, any necessary cost because of stop-payment procedures and the face value of checks, which cannot be reconstructed. The term "Reconstruction" is defined to mean the identification of the checks only to the extent of determining the face amount of said checks and the identity of the maker or endorser of each. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed checks.

d) Upon the request of LOOMIS, CUSTOMER will furnish a proof of loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER'S rights and remedies of recovery.

8. **Limitations & Force Majeure:**

a) The CUSTOMER agrees that LOOMIS will not be liable for any loss or damage caused by or resulting from shortages claimed in the contents of the sealed or locked shipment(s), for consequential or incidental damages or losses, non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if in LOOMIS' judgment the same may endanger the safety of CUSTOMER'S property or personnel or LOOMIS' vehicles or employees.

b) It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER'S employees, agents, representatives, or third-party contractors.

c) CUSTOMER agrees that LOOMIS shall not have any liability for losses of any documentation carried by LOOMIS at CUSTOMER'S request without compensation.

d) It is further agreed LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused

by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

(i) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack: (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by any agent of any such government, power, authority or forces.

(ii) Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force or similar means, whether in time of peace or war.

(iii) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.

(iv) Acts of God, named storms, tornadoes, flood, fire, earthquake, imposter pick-up or delivery, air piracy, strikes, labor disturbances, or other conditions or circumstances beyond LOOMIS' reasonable control.

9. **Disputes:** CUSTOMER and LOOMIS agree that any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LOOMIS to CUSTOMER, shall be settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and LOOMIS agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final, unappealable and binding. Judgment upon the award so rendered may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held in Sacramento, California.

10. **Container Value Limitation:** CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred fifty thousand dollars (\$250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred fifty thousand dollars (\$250,000) or less.

11. **Holiday Service:** LOOMIS agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day, federal banking and any local applicable observed holiday. Charges for service on such days will be mutually agreed upon in advance by the parties on a per pick-up basis, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

12. **Specials:** Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. **Prices are quoted upon request.**

13. **Excess Liability Coverage:** LOOMIS reserves the right to refuse tender of a shipment in excess of the Liability Coverage per Shipment Amount as set forth in this Agreement.

14. **Entire Agreement:** This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement; (c) and the fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS' prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party

shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k) shall not be deemed to have been drafted by either party; (l) may be executed in multiple counterparts, all of the same agreement which when taken together shall constitute one and the same instrument; (m) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (n) does not make either party the agent, fiduciary or partner of the other; (o) does not grant either party any authority to bind the other to any legal obligation; (p) does not intend to nor grant any rights to any third party and (q) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity.

# LOOMIS

## HOLIDAY SCHEDULE\*

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New Years Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

\*\*Thanksgiving Day

\*\*Christmas Day

\*Holiday service will be priced at a mutually agreed rate prior to the performance of the requested service. Holiday service will depend on the volume of customer participation.

\*\*No service will be provided on Thanksgiving Day or Christmas Day

**Please Note:** Holiday time may vary from regular service time.  
Service may not be available in all areas.

CALIFORNIA

**EXHIBIT "A"**

# Loomis

## Amendment to Service Agreement

Effective July 1, 2007, the parties hereto agree that the following paragraphs shall serve to amend that certain Service Agreement, dated July 1, 2007, by and between LOOMIS ("LOOMIS") and EL DORADO COUNTY TREASURER ("CUSTOMER") (the "Agreement").

1. The Agreement is hereby amended as follows:

CUSTOMER has elected check reconstruction coverage under the agreement and in consideration of the reduction of its service charge, CUSTOMER agrees to the following limits on LOOMIS' liability under the Agreement. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any loss. The term "Reconstruction" is defined to mean the identification of the checks only to the extent of determining the face amount of said checks and the identity of the maker or endorser of each. CUSTOMER agrees that in the event of a loss LOOMIS' liability for all lost, damaged or destroyed checks shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) (CHECK LIMIT AMOUNT). The CHECK LIMIT AMOUNT is CUSTOMER's exclusive remedy and represents the maximum that will be paid by LOOMIS, for the reasonable costs and expenses to reconstruct the checks, including but not limited to any necessary cost because of stop-payment procedures and the face value of any checks, which cannot be reconstructed. For purposes of calculating the Liability Coverage per Shipment Amount or Excess Liability Coverage, the total value of the shipment shall be deemed to be the sum of the currency, coin, securities or other valuables plus the lesser of the CHECK LIMIT AMOUNT or the actual face value of all checks lost, damaged, or destroyed.

\$ 35,000 – Currency / Coin

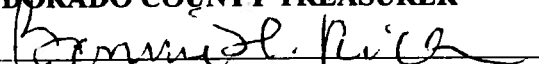
\$125,000 – Reconstruction / Cost CHECK LIMIT AMOUNT

\$160,000 – Total Liability Coverage per Shipment Amount

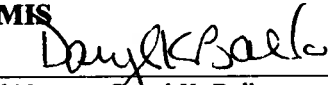
Notwithstanding anything set forth in this Amendment to the contrary, LOOMIS' liability (except as expressly stated in the Agreement) in the event of a loss, from whatever cause, shall be limited to the Liability Coverage per Shipment Amount set forth on the Agreement's attached Exhibit(s) or the Excess Liability Coverage, if not declined by the CUSTOMER.

**THIS AMENDMENT** shall, in no other way, alter, delete, waive or amend any other rights and responsibilities as between CUSTOMER and LOOMIS with regard to the Agreement. All other terms and conditions contained in the Agreement, except as set forth above, shall continue, without alteration, in full force and effect.

**EL DORADO COUNTY TREASURER**

By   
Printed Name Bonnie H. Rich  
Title Purchasing Agent  
Date 7/23/07

**LOOMIS**

By   
Printed Name Daryl K. Balko  
Title General Manager, Northern California Area  
Date 7/11/07  
Br # 1235 Mgr. \_\_\_\_\_

**EXHIBIT "B"**