

AGREEMENT FOR SERVICES # 102 (049-S0810)

AMENDMENT II

This Amendment II to that Agreement for Services # 102 (049-S0810), made and entered into 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, now owned and operating as Loomis Armored US, LLC, a Texas Limited Liability Company, duly qualified to conduct business in the State of California, whose principle place of business is 2500 Citywest Blvd. Ste. 2300, Houston, TX 77042 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Loomis, Fargo & Co, has been engaged by County under Agreement for Services # 102 (049-S0810), and Amendment I, to provide armored car service for the Treasurer-Tax Collector Office; and

WHEREAS, Loomis, Fargo & Co has become a Limited Liability Corporation effective December 31, 2009 and is now doing business as Loomis Armored US, LLC; and

WHEREAS, Loomis, Fargo & Co, will remain liable for all obligations, covenants, and conditions, and/or liabilities for services already performed under the terms and conditions of Agreement for Services # 102 (049-S0810), as approved by the El Dorado County Board of Supervisors and executed on July 23, 2007, Amendment I, dated June 2, 2009 incorporated herein and made by reference a part hereof; and

WHEREAS, Loomis Armored US, LLC, acknowledges and agrees that all existing indemnity and insurance obligations will remain in full force and effect for the duration of the Agreement for Services 049-S0810, and as thereafter required by the Agreement; and

WHEREAS, Loomis Armored US, LLC will assume all Contractor's duties, responsibilities and obligations under the Agreement, including providing outstanding duties and responsibilities associated with providing armored car service for the Treasurer-Tax Collector Office, under the terms and conditions of Agreement for Services # 102 (049-S0810), Amendment I; and

WHEREAS, County will accept this Amendment II on condition that Loomis Armored US, LLC fulfill the terms and conditions of this Amendment II, and the original Agreement for Services # 102 (049-S0810) and Amendment I.

WHEREAS, the parties hereto have mutually agreed to add:



ARTICLE XXVI Audit by California State Auditor: Consultant/Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant/Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

NOW, THEREFORE, the parties agree to the assignment of the subject Agreement from Loomis, Fargo & Co, effective June 1, 2018 and that Loomis Armored US, LLC assumes all duties, covenants and obligations of the Contractor under this Agreement and is responsible for executing the work after the effective date, in accordance with all terms and conditions as defined in the original Agreement for Services #049-S0810, and Amendment I; and that Loomis, Fargo & Co shall remain liable, jointly and severally, for all work performed prior to the effective date, and further agrees that all indemnity and insurance obligations remain in full force and effect as stated herein above.

Except as herein amended, all other parts and sections of Service Agreement #049-S0810 and Amendment I shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Karen G. Coleman
Karen Coleman
Assistant Treasurer-Tax Collector

Dated: 8/13/18

Requesting Department Head Concurrence:

By: C.L. Raffety
C.L. Raffety
Treasurer-Tax Collector

Dated: 8/13/18



IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #049-S0810 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

Loomis Armored US, LLC

By: *Jarah Kattapong*
Name
Title
Loomis Armored US, LLC

Dated: 07/20/2018

By: *[Signature]*
Name
Title
Loomis Armored US, LLC

Dated: 07/23/2018

(JLS)

(#049-S0810)

