

Viking Shred LLC

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #6429

THIS SECOND AMENDMENT to that Agreement for Services #6429 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 Viking Shred LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 1260 Triangle Court, Suite 130, West Sacramento, California 95605 and whose mailing address is Post Office Box 1264, West Sacramento, California 95691 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide confidential document and electronic waste destruction services on an as-needed basis to various County departments located on the Western Slope of El Dorado County, pursuant to Agreement for Services #6429, dated April 26, 2022, and First Amendment to Agreement for Services #6429, dated April 30, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$20,000 amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #6429 on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing through May 5, 2024, the billing rates shall be in accordance with the following:

- Thirty-two (32) Gallon Locking Consoles: \$17.00/pick up

- Sixty-four (64) Gallon Locking Bins: \$24.99/pick up
- Ninety-five (95) Gallon Locking Bins: \$24.99/pick up
- Standard Bankers Storage Box – E-waste: \$10.00/pick up
- Computer hard drives: \$7.00/drive if destroyed off site
- Computer hard drives: \$15.00/drive if destroyed on site with a minimum charge of \$500.00 for on-site destruction

For the period beginning with May 6, 2024 and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with the following:

- Thirty-two (32) Gallon Locking Consoles: \$20.00 per pick up
- Sixty-four (64) Gallon Locking Bins: \$28.00 per pick up
- Ninety-five (95) Gallon Locking Bins: \$28.00 per pick up
- Standard Bankers Storage Box – Electronic-waste: \$25.00 per pick up
- Computer hard drives: \$10.00 per drive if destroyed off site
- Computer hard drives: \$10.00 per drive if destroyed on site with a minimum charge of \$900.00 for on-site destruction

The total amount of this Agreement shall not exceed \$95,800, inclusive of all Work Order, and amended Work Orders, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number, if applicable, on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to each requesting County department or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #6429 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #6429 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

--VIKING SHRED LLC--

By: *Jen Rogers*
Jen Rogers (May 17, 2024 10:17 PDT)

Dated: 05/17/2024

Jennifer Rogers
Operations Manager
"Contractor"