THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



## **Contract Number**

18-808

**SAP Number** 4400010211

# **Purchasing Department**

Department Contract Representative Tevan Stremel 909-387-2098

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

## IT IS HEREBY AGREED AS FOLLOWS:

### Amendment No. 1

IN THAT CERTAIN Contract No. 18-808 by and between San Bernardino County (County), a political subdivision of the State of California, and Loomis Armored US, LLC to provide armored car service for County department locations requiring secure transportation and timely deposits of cash and other monetary instruments which contract first became effective November 6, 2018, the following changes are hereby made and agreed to effective September 14, 2021.

#### Section TERM is amended to read:

<u>Term</u>: Service will begin on the 6<sup>th</sup> day of November, 2018 and shall continue through the 25<sup>th</sup> day of September, 2022. CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained herein. Except as expressly stated herein, CUSTOMER understands and agrees that this Agreement contains no provision for early termination in whole or part. Either party may terminate this Agreement with five (5) days written notice in the event of bankruptcy, or insolvency of the other party. LOOMIS may terminate this Agreement with thirty (30) days written notice in the event of a material reduction or cancellation of LOOMIS' insurance.

If either party (hereinafter the "Breaching Party") materially fails to fulfill its obligations under this Agreement (hereinafter a "Breach"), the other party (hereinafter the "Non-Breaching Party") shall provide written notice to the Breaching Party describing the nature and extent of the Breach in reasonable detail. The Breaching Party shall have thirty (30) days from the date it receives notice of the Breach to cure the alleged Breach. With respect to Breaches which cannot reasonably be cured within such thirty (30) day period, the Breaching Party shall have such time as is reasonably required to cure such Breach however the Breaching Party shall exercise good faith and use all commercially reasonable efforts to cure such Breach as expediently as possible (hereinafter the "Cure Period"). If such Breach is not cured within the applicable Cure Period, the Non-Breaching Party may terminate this Agreement, but only with respect to the service locations directly affected by the Breach.

All other terms, conditions and covenants remain in full force and effect.

**COUNTY OF SAN BERNARDINO** 

		(Print or ty	ne name of corporation, company, contractor, etc.)
<b>&gt;</b>		Ву	hos
Curt Hagman, Chairman, Board of Super	rvisors		(Authorized Signature sign in blue ink)
Dated:		Name Robert S. Baer	
SIGNED AND CERTIFIED THAT A COPY OF THIS			(Print or type name of person signing contract)
DOCUMENT HAS BEEN DELIVERED T CHAIRMAN OF THE BOARD	O THE	Title Bra	anch Manager
Lynna Monell Clerk of the Board of of the County of San			(Print or Type)
у		Dated:	09 - 02 - 2021
Deputy		Address	1375 E Acacia Street
			Ontario, CA 91761
FOR COUNTY USE ONLY		-	
Approved as to Legal Form	Reviewed for Contract Compliance		Reviewed/Approved by Department
John Tubbs II, Deputy County Counsel	-		Patrick Scalzitti, Interim Purchasing Director
Date 9/7/21	Date		Date

Loomis Armored US, LLC