



# Revision to ASR and/or Attachments

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**Date:** 7/23/2020

**To:** Clerk of the Board of Supervisors

**CC:** County Executive Office

**From:** Shari L. Freidenrich

Digitally signed by Frank Kim  
DN: cn=Frank Kim, o=County of Orange, ou=CEO,  
email=frank.kim@ocgov.com,  
c=US  
Date: 2020.07.23 16:19:44 -0700

**Re:** ASR Control #: 20-00047, Meeting Date 7/28/2020 Agenda Item No. # 13

**Subject:** Extend and Amend Contract with Brinks Incorporated for Armored Car Services

Explanation: Page 4 of Amendment No. Two (Attachment A) is being removed as the vendor no longer provides these services. Page 1 of Attachment B is being replaced due to an inadvertent error in the original document. Page 2 of Attachment D is being removed as the services are no longer being offered.

Revised Recommended Action(s)

Make modifications to the:

Subject       Background Information       Summary

X Revised Attachments (attach copy of revised attachment(s))

Page 4 of Attachment A – Amendment No. Two to No. MA 075-15011958 (removed)

Page 1 of Attachment B – Amendment No. Two to MA 075-15011958 (redlined)

Page 2 of Attachment D – Brinks Incorporated Contract Summary Form (removed)

**AMENDMENT NUMBER ~~TWO~~ ONE  
TO CONTRACT NUMBER MA-074-15011958  
FOR ARMORED CAR SERVICES CONTRACT**

This Amendment, to Contract number MA-074-15011958, hereinafter referred to as "Amendment" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; through the Treasurer-Tax Collector, hereinafter referred to as "County," and Brinks Incorporated, with an address of P.O. Box 619031, Dallas TX 75261-9031; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

**ATTACHMENTS**

This ~~First-Second~~ Amendment is comprised of this document and the following Attachment, which is attached hereto and incorporated by this reference:

Attachment A – Payment of Invoices and Pricing effective August ~~31~~, 2020

**RECITALS**

**WHEREAS**, ~~Contractor Dunbar Armored, Inc. ("Dunbar")~~ responded to a Request for Proposal ("RFP") for, providing armored car services; and

**WHEREAS**, ~~the Contractor Dunbar responded and~~ represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

**WHEREAS**, County and ~~Contractor Dunbar~~ entered into Contract number MA-074-15011958, hereinafter referred to as ("Contract"), for Armored Car Services, effective August 1, 2015 through and including July 31, 2018, in the amount not to exceed 441,000;

**WHEREAS**, ~~Parties County and Dunbar~~ executed Amendment No. 1 to renew the Contract for two (2) additional years, effective August 1, 2018, through July 31, 2020, in the amount not to exceed \$420,000; and,

**WHEREAS**, on August 13, 2019, Dunbar was acquired by Contractor and the Parties executed Amendment an agreement No. Two2 to assign, transfer and convey to Contractor all of the Assignor's (Dunbar Armored, Inc.) Dunbar's title, right, obligations and interest in, to and under the Contract; and,

**WHEREAS**, the Parties desire to amend the Contract to extend the Contract for two (2) additional one (1) terms additional year years and update the Contract pricing.

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

**ARTICLES**

1. Contract MA-074-15011958 is extended for ~~one-two~~ years term, commencing on August 1, 2018~~20~~ through and including July 31, 2020~~22~~ in the amount not to exceed \$420~~41~~,000.
2. Attachment C to the Original Contract, titled "Payment of Invoices and Pricing", is revised and replaced with Attachment A to this Amendment, titled, Payment of Invoices and Pricing."
3. This Amendment modifies the Original Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever. Except

as otherwise expressly set forth herein, all terms and conditions, amendments/modifications are incorporated by this reference and shall remain unchanged

**SIGNATURE PAGE**

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**Brinks Incorporated\***

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

**The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.**

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.**

**In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.**

\*\*\*\*\*

County of Orange, a political subdivision of the State of California

\_\_\_\_\_  
Supervising Procurement Contract Specialist  
Print Name Title

\_\_\_\_\_  
Signature Date

**Payment of Invoices and Pricing**

**I.) Pricing for standard routes per location:**

# OF DAYS PER WEEK	Term 1 COST PER MONTH
1	77.53
2	149.20
3	218.51
4	280.78
5	326.60
6	391.22

**II.) Additional Applicable Costs**

Additional Rates:	Term 1 RATE:
Off Day Service (on route - not special)	\$35 / location
Emergency Service (off day service)	\$150.00 per hour
Excess Items (EXCEPT Tax Collector - fee waived)	\$1.00 per item over ten (10) items
Excess Premise Time	\$2.50 per minute over eight (8) minutes
Holiday Service	\$45.00 per location