



CONTRACT
MA-074-22011783
WITH
BRINK'S U.S., A DIVISION OF BRINK'S, INCORPORATED
FOR
ARMORED CAR SERVICES

This Contract MA-074-22011783 for Armored Car Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange and on behalf of the Office of the Treasurer - Tax Collector, a political subdivision of the State of California, ("County") and Brink's U.S., a Division of Brink's Incorporated, with a place of business at Contractor's Address at 555 Dividend Drive, Suite 100, Coppell, TX 75019 ("Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work Attachment

Attachment B – Pricing and Compensation

Attachment C – Master Route Schedule

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Armored Car Service under a service fee for specific services with an initial term of the contract total amount not to exceed \$1,500,000; and,

WHEREAS, County solicited this Contract for Armored Car Service as set forth herein, and Contractor represented that it is qualified to provide Armored Car Service to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Armored Car Service to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

DEFINITIONS:

1. "Business Days" means Monday through Saturday, except holidays observed by the Contractor.
2. "Delivery Location" means the location designated by County as the place where Contractor is to deliver Shipments.
3. "Distinctively and Securely Sealed" means that the container used to hold any Property to be

transported by Contractor has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container.

4. "Fragile Property" means any breakable item, including without limitation, decorative pieces, works of art, and jewelry.
5. "Loss" means any loss of, damage, theft or destruction to Property.
6. "Maximum Liability Amount" means the total liability assumed by Contractor for a Loss of all or part of a Shipment which for purposes of the Services shall be \$3,000,000.00.
7. "Pick-Up Location" means the location designated by the parties as the place where Contractor is to receive Shipments.
8. "Property" means currency, coin, checks, securities, other financial instruments, and other valuables agreed to be transported by Contractor.
9. "Rates" means the charges for Services as set forth in Attachment B.
10. "Services" means armored transportation and related services to be provided to County as described in Attachment A.
11. "Shipment" means one or more sealed containers of Property received by Contractor at the same time at a single Pick-Up Location, which are to be delivered to a single Delivery Location.

GENERAL TERMS AND CONDITIONS:

- A. **GOVERNING LAW AND VENUE:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **ENTIRE CONTRACT:** This Contract, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **AMENDMENTS:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. County agrees not to withhold such authorizations for changes pursuant to Section 33 of this Agreement.
- D. **TAXES:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit

number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

- E. **SURVIVAL:** The provisions of this Contract, which by their sense and context are meant to survive expiration of this Contract, shall so survive.
- F. **NO OFFSET BY COUNTY:** County's performance of its obligations hereunder shall not be excused or relieved by any claims of County to a right(s) of abatement, deduction, setoff or recoupment against Contractor, unless otherwise agreed to by both Parties.
- G. **CARMACK AMENDMENT; PRIVATE EXPRESS STATUTES:** To the extent Services include transportation, County agrees: (a) that none of the provisions of the Carmack Amendment apply to any obligation of Contractor under this Contract and (b) County shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.
- H. **EXCLUSIVE REMEDIES:** County agrees to look only to the provisions of this Contract for any claim against Contractor relating to County's Property. The sole and exclusive remedies for any breach of the terms and provisions of the Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement, and neither of the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, whether in Contract, tort or otherwise.
- I. **ASSIGNMENT:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by either party without the express written consent of the other party. Any attempt by a party to assign the performance or any portion thereof of this Contract without the express written consent of the other party shall be invalid and shall constitute a breach of this Contract.
- J. **NON-DISCRIMINATION:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **TERMINATION:** Either Party may terminate the Agreement in the event of a material breach of the Agreement (including non-payment) by the other Party, provided that such breach continues for a period of thirty (30) days after receipt by the breaching party of written Notice from the non-breaching Party specifying the nature of such breach. If such breach is cured within the applicable cure period, then the Agreement shall continue in full force and effect. No written Notice is required if the breach is non-payment of amounts due. Either Party may terminate the Agreement without cause, after ninety (90) days' written notice. Nothing in this Section shall constitute a waiver of the County's rights as specified in Attachment B to this Agreement.
- In the event of termination, each Party shall promptly return to the other Party all papers, materials and other properties of the other held by each for purposes of the performance of this Contract.
- L. **CONSENT TO BREACH NOT WAIVER:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. **INDEPENDENT CONTRACTOR:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **INTENTIONALLY OMITTED.**
- O. **INSURANCE PROVISION:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage in effect during the entire term of this Contract and to provide Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

Contractor shall be responsible for payment of all claims within any self-insured retention (SIR) and also any deductible. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Armored Car "All-Risk"	\$5,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees and agents* as Additional Insureds, or provide blanket coverage, which will state *As Required By Written Contract*.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The County of Orange shall be a loss payee on the Armored Car "All-Risk" coverage.

All insurance policies required by this contract, except the Armored Car "All-Risk", shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment, except for any damage or injury caused by the sole negligence or willful misconduct of the County of Orange.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation or material alteration. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Insurance certificates should be emailed to CEOCPInsurance@ocgov.com

Insurance certificates should state:

County of Orange
c/o: CEO/County Procurement Office
Attn: Insurance
400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92702

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be mutually agreed by Contractor and deemed by County of Orange Risk Manager as appropriate to adequately protect County.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer

P. **CHANGES:** Except as otherwise provided herein, Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **CHANGE OF OWNERSHIP:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their County.

R. **FORCE MAJEURE:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike, riots, authority of law, fire, flood, tornado, hurricane, earthquake or other cause beyond its reasonable control, provided Contractor gives prompt written notice of the cause of the delay to County.

S. **CONFIDENTIALITY:** Both Parties agree to maintain the confidentiality of all records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by both Parties staff, agents and employees. Notwithstanding any provision in this Contract to the contrary, disclosure by the County is not prohibited to the extent required by any applicable law, including but not limited to the California Public Records Act (California Government Code section 6250 et. seq.) In the event the County receives a Public Records Act request for records related to this Contract, unless waived by Contractor, County shall provide Contractor reasonable notice of such request either before or after disclosure. Due to the nature of this contract, Contractor will deem certain information protected for security purposes. This includes, without limitation, any information regarding or in connection with liability amounts, service schedules, days of service, service routes and frequency, premise times, pricing, and Contractor's and service locations.

- T. **COMPLIANCE WITH LAWS:** Each party warrants that it shall fully comply, at its expense, with all applicable standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including but not limited to those issued by County in its governmental capacity and all other laws applicable to such party's performance under this Contract.
- U. **STATUTE OF LIMITATIONS.** To the extent not prohibited by law, County must commence any action, suit, or proceeding for a Loss within twenty-four (24) months after receipt of the Property into Contractor's possession.
- V. **SEVERABILITY:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **ATTORNEY FEES:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **INTERPRETATION:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- Y. **EMPLOYEE ELIGIBILITY VERIFICATION:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **INDEMNIFICATION PROVISIONS:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability for personal injury (including death) of any third party or property damage (excluding Property as defined herein) to the extent caused by the negligence or willful misconduct of Contractor while performing Services hereunder or failure to comply with Section T of this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. As used herein, "third party" does not include County or Contractor.

- AA. **AUDITS/INSPECTIONS:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) to access, during Contractor's normal working hours, the books and records of the amounts charged to County under this Contract. The County will provide reasonable notice of such an audit or inspection.

County's auditors shall present proper credentials to the manager of Contractor's facility at the time that they are admitted thereto, and County shall indemnify and hold Contractor, its agents, servants and employees harmless from any liability, loss, damage, cost or expense, including reasonable attorney's fees, arising out of any bodily injury, death or damage to property caused by or sustained by any County auditor as a result of being at the Contractor facility or entering or leaving therefrom.

- BB. **CONTINGENCY OF FUNDS:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- CC. **INTENTIONALLY OMITTED**

ADDITIONAL TERMS AND CONDITIONS:

1. **SCOPE OF CONTRACT:** This Contract specifies the contractual terms and conditions by which the County will procure goods/services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **TERM OF CONTRACT:** The initial term of this Contract shall become effective August 1, 2022 and shall continue for three (3) years ("Initial Term"), unless otherwise terminated as provided herein.
3. **RENEWAL:** This Contract may be renewed by mutual written agreement of both for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **AMERICANS WITH DISABILITIES ACT (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
5. **AUTHORIZATION WARRANTY:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority
6. **INTENTIONALLY OMITTED**
7. **CIVIL RIGHTS:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. **CONDITIONS AFFECTING WORK:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
9. **CONFLICT OF INTEREST - CONTRACTOR'S PERSONNEL:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
10. **CONFLICT OF INTEREST - COUNTY PERSONNEL:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
11. **CONTRACTOR WORK HOURS AND SAFETY STANDARDS:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.
12. **CONTRACTOR PERSONNEL-REFERENCE CHECK:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must successfully pass all relevant criminal background checks as required by the Superior Court of California, County of Orange.
13. **CONTRACTOR PERSONNEL- UNIFORMS/BADGES/IDENTIFICATION:**
All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent and County Project Manager must be notified in writing, within seven (7) days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.
14. **CONTRACTOR'S RECORDS:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles.
15. **INTENTIONALLY OMITTED**
16. **INTENTIONALLY OMITTED.**
17. **DATA - TITLE TO:** All materials, documents, data or information obtained from the County data files or any County medium furnished by the County to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this

Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be destroyed or returned to the County at the end of this Contract; provided, however, Contractor shall be permitted to retain a copy of such materials pursuant to its document retention policy or as part of a computer or server backup system.

18. **DEBARMENT:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
19. **INTENTIONALLY OMITTED**
20. **INTENTIONALLY OMITTED**
21. **DISPUTES – CONTRACT:** The Parties shall deal in good faith and attempt to resolve potential disputes informally.
22. **EMERGENCY/DECLARED DISASTER REQUIREMENTS:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. Subject to Contractor's right to declare force majeure as set forth herein, the Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
23. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

24. **GRATUITIES:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
25. **INTENTIONALLY OMITTED**
26. **LOBBYING:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
27. **INTENTIONALLY OMITTED**
28. **NEWS/INFORMATION RELEASE:** The Parties agree that they will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the other Party.
29. **NOTICES:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Brink's U.S., a Division of Brink's Incorporated
 Attn: Dennis Wilson
 555 Dividend Drive, Suite 100
 Coppell, TX 75019
 Phone: 562-825-9024
 Email: Dennis.Wilson@brinks.com

With a copy to: Brink's U.S., a Division of Brink's Incorporated
 Attn: Legal Department
 555 Dividend Drive, Suite 100
 Coppell, TX 75019
 Phone: 562-825-9024

County's Project Manager: County of Orange
 Treasurer-Tax Collector
 Attn: Cash Management
 P.O. Box 4515

Santa Ana, CA 92702-4515
Phone: 714-834-7288
Email: cashmmt@ttc.ocgov.com

cc: County Executive Office/
County Procurement Office
Attn: Robert Esparza, DPA
400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92702
Phone: 714-567-5153
Email: Robert.Esparza@ttc.ocgov.com

30. **INTENTIONALLY OMITTED**

31. **INTENTIONALLY OMITTED**

32. **PRECEDENCE:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

33. **PRICE INCREASE/DECREASE:** After the first year of the Initial Term, Contractor may increase Rates as set forth in Attachment B. Contractor may also increase Rates upon written communication in the event of a change in economic conditions that increases Contractor operating costs. Contractor shall provide at least thirty (30) days' notice of any Rate increase.

34. **PROJECT MANAGER, COUNTY:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

35. **PROJECT MANAGER AND KEY PERSONNEL, CONTRACTOR:** Contractor shall appoint a Project Manager to be the point of contact between County and Contractor under this Contract.

36. **SUB-CONTRACTING:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors. Any employee, agent or independent subcontractor performing Services shall be entitled to the benefit of every limitation and defense to which Contractor is entitled hereunder. Notwithstanding the foregoing, County shall look solely to Contractor for reimbursement of any Loss in accordance with the terms of the Contract.

37. **SUBSTITUTIONS:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

38. **INTENTIONALLY OMITTED**

39. **USAGE:** No guarantee is given by the County to the Contractor regarding usage of this Contract.

40. **INTENTIONALLY OMITTED**
41. **WAIVERS - CONTRACT:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
42. **INTENTIONALLY OMITTED**
43. **INTENTIONALLY OMITTED**
44. **INTENTIONALLY OMITTED**
45. **INTENTIONALLY OMITTED**
46. **FILING OF CLAIMS; PROOF OF LOSS:** In the event of Loss under this Contract, County shall notify Contractor as soon as practicable upon discovery and provide written Notice to Contractor no more than thirty (30) days after the Property which is the subject of the claim was received into Contractor possession or, as applicable, the inventory report or transaction report indicating a Loss or discrepancy is delivered to County. To file a Loss claim, County shall submit the claim to Contractor's designated website or email address. Timely and complete submission of a Loss claim shall constitute notice of Loss under this paragraph. County shall retain a copy of the notification of Loss receipt provided via email or available from the Contractor's designated website. It is County's responsibility to promptly verify deliveries, transaction reports and inventory reports, as applicable. Unless such Notice is given by County within the time prescribed in this section, Contractor shall not be liable to County for any claims made pursuant to this Contract and County shall be deemed to have expressly waived any such claim.

County shall maintain a record of all Property placed in any Shipment and shall promptly and diligently assist Contractor in establishing the identity of any Loss in any Shipment. County agrees to mitigate its damages in connection with any Loss. Contractor and County shall fully cooperate in conducting an investigation, and any question of a Loss or the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation.

Affirmative written proof of the Loss, subscribed and sworn to by County and substantiated by the books, records and accounts of County, shall be furnished to Contractor prior to payment of a claim. Upon payment of a claim by Contractor, County hereby assigns to Contractor all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties that are the subject of the claim. County will execute any documents necessary to perfect such assignment upon request by Contractor or Contractor's insurers.

47. **LIMITATIONS OF LIABILITY; EXCLUSIONS:** Contractor's liability for any of its obligations under the Contract, including without limitation liability for the Loss of a Shipment shall not exceed the lesser of the following: (a) Maximum Liability Amount; (b) the actual value of the Loss; or (c) the declared value of the Property subject to the Loss. Contractor's liability shall commence when the Shipment has been received into Contractor's possession and a receipt has been signed for such Shipment and shall terminate when the Shipment has been delivered to the Delivery Location, or returned to the Pick-Up Location in the event that delivery cannot reasonably be made by Contractor.

With the exception of Excess Liability, Contractor's liability for Loss shall not exceed the Maximum Liability Amount, notwithstanding anything to the contrary contained in any oral statement, invoice, receipt or other document. Contractor is not responsible for determining the contents or value of any Shipment.

If County requests that Contractor transport an amount over the Maximum Liability Amount ("Excess Liability"), the Maximum Liability Amount for a Loss arising out of that Shipment will increase if mutually agreed in writing by the Parties prior to Contractor receiving the Shipment.

Contractor shall not be liable for any shortage within any Shipment that: (a) is not Distinctively and Securely Sealed when received by Contractor; (b) occurred before Contractor received possession of the Shipment; or (c) shows no external evidence of tampering when received by Contractor. Contractor shall not be liable for a Loss caused in whole by the criminal acts, or fraud of County, its employees, representatives or agents.

If the County has the ability to reconstruct checks, the following language applies: In the event of Loss of checks or other financial instruments (together "Checks"), Contractor agrees to pay for: (a) County's reasonable costs in identifying and replacing the Checks, and (b) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Loss of such Shipment shall include the referenced \$25,000. County shall maintain a complete record of all Checks in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. County further agrees to reimburse Contractor for all amounts that are recovered as the result of such efforts.

Contractor is not an insurer under the Agreement. Contractor shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of Contractor and whether or not Contractor had knowledge that such losses or damages might be incurred.

48. **LIABILITY EXCLUSIONS:** Contractor shall not be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority.

In no case shall Contractor be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (6) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

The following limitation shall not apply to Property in transit. Contractor shall not be liable for Loss or for nonperformance or delays of Service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection

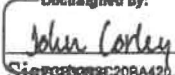
with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

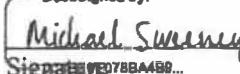
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

BRINK'S U.S., A DIVISION OF BRINK'S INCORPORATED

*Pursuant to California Corporations Code Section 313, If the Contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

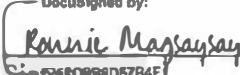
John Corley	SVP North American Commercial Experience
Print Name	Title
<small>DocuSigned by:</small> 	10/5/2022
<small>Signature ID: 20BA420...</small>	Date

Michael Sweeney	Chief Financial Officer
Print Name	Title
<small>DocuSigned by:</small> 	10/5/2022
<small>Signature ID: 78BA459...</small>	Date

COUNTY OF ORANGE A political subdivision of the State of California

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

Ronnie Magsaysay	County Counsel
Print Name	Title
<small>DocuSigned by:</small> 	10/5/2022
<small>Signature ID: 9D6Z84FL...</small>	Date

**ATTACHMENT A
SCOPE OF SERVICES**

REQUIRED SERVICES

The Contractor will provide the services involved in transporting bank deposits to the bank and between County departments or the Superior Courts. Attachment C, Master Route Schedule, identifies current locations that require armored car service and key information regarding each location.

The Services shall include, but not limited to, the services listed below.

1. County shall place all Property to be received by Contractor in Distinctively and Securely Sealed containers. County warrants that it shall declare the actual value of each Shipment and each Distinctively and Securely Sealed container in the Shipment. County shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Contractor and agrees, in the event of Loss, to be bound by its declaration of value.
2. The Contractor shall accept Distinctively and Securely Sealed bags containing Property from the Pick-Up Locations listed on Attachment C. County will be provided with a log book to record all deposits.
3. The Contractor is required to establish procedures to ensure that all bank deposit bags are tracked, inventoried and delivered promptly to the correct bank or agency location. Should an error occur such as incorrect delivery or Loss, the Contractor shall provide notice of the error to the TTC Cash Management unit promptly upon discovery.
3. Once the Contractor has signed for the Shipment, the Contractor becomes liable for the Property therein and is responsible for the safety and security of the Shipment, subject to the limitations of liability set forth in the Contract.
4. Deposits will be delivered next business day by 7:00 PM. If Contractor cannot reasonably make delivery to the Delivery Location, due to a cause outside Contractor's reasonable control, Contractor will return the Shipment to the Pick-Up Location.
5. The Contractor's personnel servicing each location must be uniformed and armed, carry the company badge and photo identification and shall be bonded, licensed and trained by the Contractor to perform duties as required. The Contractor shall establish clear and specific procedures with regard to guard and personnel identification, as well as provide these procedures to County department to ensure their compliance with secure identification. Deposits will not be released to the Contractor's personnel without this information on file.
6. The monthly invoice must be detailed by location.
7. Charges for excess time on premises and/or excess liability charges must be detailed on the monthly invoice per location. Documentation to support these charges must be provided. Fees must be identified to a specific date and location.
8. County may request a credit for missed service that will be applied to County's monthly invoice. Compensation will be equal to the individual pickup, which will be a prorated amount of the location's monthly fee.
9. Upon mutual written agreement of the parties, new locations may be added to Attachment C and the Services for such Location will be based off the zone, frequency and scope of work.
10. New locations added to the route mid-month will be charged in their first month at a prorated rate for the days they were serviced.

11. The County reserves the right to add or remove individual locations at any time, change the times, dates and locations for pick-up of cash and checks and/or delivery to the County's depository institution(s); provided, however, County will pay for each change in scope (e.g. frequency, days of service, etc.). In addition, the County reserves the right to change its depository institution at any time upon thirty (30) days' notice to Contractor. For these purposes, the County project manager shall be authorized to provide such instructions to the Contractor. The Treasurer-Tax Collector may also appoint no more than two (2) persons (the "Authorized Employees"), who shall be employees of the TTC, to be authorized to provide instructions to the Contractor with respect to changes in the times, dates and/or locations of pickup and delivery. All changes given by the Authorized Employees shall be in writing, or orally, with immediate confirmation in writing. In no event shall Contractor accept any changes in the times, dates and locations or pick-up or delivery from any party other than the Authorized Employees or the TTC. County and Contractor may implement reasonable procedures to confirm the validity of any pickup or delivery changes.
12. When deposits do not appear on the bank statement, the bank requires proof of delivery from the Contractor to the cash vault. Contractor will supply a copy of the signed manifest within forty-eight (48) hours of request, notwithstanding non-business days.
13. County will utilize Contractor's online customer portal (currently Brink's 24SEVEN) and open cases for day to day issues. In the event that case must be escalated, County will be provided with a communication path for the customer service team that supports its account.
14. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon.
15. The three landfills are located in remote areas; therefore, travelling to these sites can take additional time. In order to meet their operating needs, they require a change fund Monday through Saturday and some holidays. It is essential that the Contractor arrive at these sites and deliver their change fund on each service day.
16. The County currently deposits with Wells Fargo Bank and it is required that the Contractor deliver to their cash vault. Contractor is approved by the bank to deliver deposits to the Wells Fargo Los Angeles vault.
17. The Contractor will be required to forward monthly billing/invoice to Wells Fargo Bank for payment. The bank will pay the Contractor directly and pass through charges to the County via account analysis. In the event that Wells Fargo Bank fails to pay an amounts due, County shall be liable for payment.

ADDITIONAL REQUIREMENTS TO STANDARD ROUTE SCHEDULES

1. The Superior Court locations send deposits to the Bank of America Cash Vault in Los Angeles in addition to Wells Fargo. Bank of America bags are used to distinguish Bank of America deposits and are denoted with asterisks in Attachment C. Service times for the Courts vary, see Attachment C for addresses and service time information. The Contractor is an approved vendor by Bank of America.
2. TTC's peak seasons are in December and April which would include the periods of December 1 through the 15 and April 1 through the 15. The Contractor here agrees to accommodate a later pickup time at the main TTC location at 601 North Ross Street, Santa Ana, CA, 92701, no earlier than 1:00 pm and no later than 4:30 pm during these months.

COUNTY HOLIDAYS

1. Most County locations are closed on the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day.
2. The three (3) landfills observe only the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. They require Monday - Saturday pickup and change orders on all other days in the year within the service times as referenced in Attachment C.

**ATTACHMENT B
PAYMENT OF INVOICES AND PRICING**

I. COMPENSATION: This is a specific pricing for services between the County and Contractor for Armored Car Service as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all Services and furnishing all staffing and materials required and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fees set forth herein and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors. Notwithstanding the foregoing, the County shall be obligated to pay the fees set forth below under Additional Rates.

II. FEES AND CHARGES: County will pay the following Rates in accordance with the provisions of this Contract. Payment shall be as follows:

A. Fees:

NUMBER OF DAYS PER WEEK	COST
1	\$ 134.32
2	\$ 269.70
3	\$ 403.00
4	\$ 527.00
5	\$ 682.00
6	\$ 806.00

NUMBER OF DAYS PER MONTH	COST
2	\$ 110.00

ADDITIONAL RATES:	COST
OFF DAY SERVICE (ON ROUTE - NOT SPECIAL)	\$ 60.00/LOCATION
EMERGENCY SERVICE (OFF DAY SERVICE) MINIMUM 4 HOURS	\$ 150.00 PER HOUR

ADDITIONAL RATES	COST
EXCESS ITEMS	\$2.00 PER ITEM OVER (A) FORTY (40) FOR THE TAX COLLECTORS OFFICE AND (B) TEN (10) FOR ALL OTHER LOCATIONS
EXCESS PREMISE TIME	\$3.00 PER MINUTE OVER SIX (6) MINUTES
HOLIDAY SERVICE	\$45.00 per location
TAX COLLECTOR OFFICE	\$1,112.00 PER MONTH (40 ITEMS)

B. Any Fuel Surcharge Fee shall be based on the U. S. Department of Energy, Energy Information Administration, Retail On-Highway Diesel Fuel prices as reported monthly on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov>.

A fuel adjustment will be determined on a monthly basis according to formula below. The formula to determine the fuel surcharge is:

Applicable fee(s) for Services requiring/involving transportation for the month multiplied by the fuel surcharge percentage as set forth in the table on Exhibit II = Total fuel surcharge.

The surcharge shall be added as a separate line item to the invoice.

FUEL PRICE/GAL

Minimum	Maximum	Surcharge
\$0.00	\$3.25	10.00%
\$3.26	\$3.30	10.25%
\$3.31	\$3.35	10.50%
\$3.36	\$3.40	10.75%
\$3.41	\$3.45	11.00%
\$3.46	\$3.50	11.25%
\$3.51	\$3.55	11.50%
\$3.56	\$3.60	11.75%
\$3.61	\$3.65	12.00%
\$3.66	\$3.70	12.25%
\$3.71	\$3.75	12.50%
\$3.76	\$3.80	12.75%
\$3.81	\$3.85	13.00%
\$3.86	\$3.90	13.25%
\$3.91	\$3.95	13.50%
\$3.96	\$4.00	13.75%
\$4.01	\$4.05	14.00%
\$4.06	\$4.10	14.25%
\$4.11	\$4.15	14.50%
\$4.16	\$4.20	14.75%
\$4.21	\$4.25	15.00%
\$4.26	\$4.30	15.25%
\$4.31	\$4.35	15.50%

Minimum	Maximum	Surcharge
\$4.36	\$4.40	15.75%
\$4.41	\$4.45	16.00%
\$4.46	\$4.50	16.25%
\$4.51	\$4.55	16.50%
\$4.56	\$4.60	16.75%
\$4.61	\$4.65	17.00%
\$4.66	\$4.70	17.25%
\$4.71	\$4.75	17.50%
\$4.76	\$4.80	17.75%
\$4.81	\$4.85	18.00%
\$4.86	\$4.90	18.25%
\$4.91	\$4.95	18.50%
\$4.96	\$5.00	18.75%
\$5.01	\$5.05	19.00%
\$5.06	\$5.10	19.25%
\$5.11	\$5.15	19.50%
\$5.16	\$5.20	19.75%
\$5.21	\$5.25	20.00%
\$5.26	\$5.30	20.25%
\$5.31	\$5.35	20.50%
\$5.36	\$5.40	20.75%
\$5.41	\$5.45	21.00%
\$5.46	\$5.50	21.25%

- C. ANNUAL CONTRACT AMOUNT \$500,000
- D. TOTAL CONTRACT AMOUNT NOT TO EXCEED: \$1,500,000

III. **PRICING STRUCTURE:** After the first year of the Initial Term and on an annual basis thereafter, Contractor may increase Rates by an amount equal to (a) the annual increase of the Consumer Price Index for All Urban Consumers: All items Less Fuel and Energy in U.S. City Average: "Core CPI" plus (b) two (2) percent.

IV. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

V. **PAYMENT TERMS:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after delivery of an invoice

Billing shall cover Services not previously invoiced.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or Services involved or billed under this Contract and shall not be construed as acceptance of any part of the Services; provided, however, if County disputes the accuracy of an invoice, County will provide Contractor with written Notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by County.