

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 49893
Fund/Org # 3415
Account # 2310
Other # _____

1. Contract Identification.

Department: Conservation & Development

Subject: Armored Transport Services

120-18786

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: **GARDA CL WEST, INC.**

Capacity: Corporation

Address: 301 NORTH LAKE AVENUE, SUITE 600, PASADENA, CA 91101

3. Term. The effective date of this Contract is FEBRUARY 1, 2009. It terminates on JANUARY 31, 2012 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Contractor under this Contract shall not exceed \$49,680.00.

5. County's Obligations. County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities

Government Code Section 31000

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By _____ Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX _____ Deputy
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CONTRACTOR

Name of business entity By <u>As Longworth</u> (Signature of individual or officer) <u>As Longworth VP</u> (Print name and title A, if applicable)	Name of business entity By <u>[Signature]</u> (Signature of individual or officer) <u>MARK V. LINDSAY</u> (Print name and title B, if applicable)
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Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L-2.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
Los Angeles)
COUNTY OF ~~CONTRA COSTA~~)

On March 3, 2009, before me, Laura J. Ritter, Notary Public
(insert name and title of the officer), personally appeared A.D. Longworth and Mark V. Diebigstein

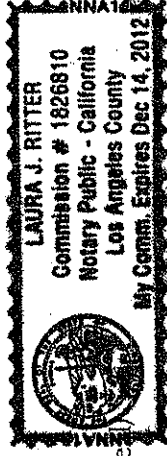
who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Laura J. Ritter
Signature



(Seal)

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: Luisa Quilts
Designee
**Contra Costa County Dept. of
Conservation & Development**

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

PAYMENT PROVISIONS
(Fee Basis Contracts – Long Form)

Number: 49893

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
[Check one alternative only.]

a. \$1,380.00 monthly, NOT TO EXCEED \$49,680.00 per 36 months (3 year term)

SEE EXHIBIT A ATTACHED

b. \$ _____ per unit, as defined in the Service Plan,

c. \$ _____ after completion of all obligations and conditions herein, or

d. Other:

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: Contractor County Dept.

SERVICE PLAN

1. Services:

Contractor shall provide armored transport services for Department. Contractor will pick up and deposit currency, coins, checks, securities, documents, and other valuables to the Department's depository as directed herein.

2. Population to be served: **Conservation and Development Department**

3. Criteria for receipt:

The County agrees to cause all Shipments to be made by means of County placing County's property in Sealed packages or containers, of a mutually agreed upon type and design, that clearly and distinctly indicates the name and address of the Consignor (County) as well as the name and address of the Consignee (Depository).

County further agrees to clearly and distinctly set forth the value of each Shipment on the outside of the Sealed packages or container.

County agrees that Contractor, its agents and employees, shall have the right to refuse to pick up shipments of property which are not Sealed and properly marked by County as set forth above and that Contractor assumes no liability for any damages or loss that may result as a consequence of such refusal to make a pickup.

Contractor's acceptance of a Shipment shall be deemed to be conclusive proof that the shipment was Sealed at time of delivery to Contractor. County further agrees that Contractor shall not be liable for any mysterious disappearance of, shortage or damage to the contents of any shipment unless the shipment was Sealed at the time of delivery to Contractor and shows evidence of tampering at the time Contractor delivers said package to the Consignee and the Consignee immediately notes, in writing, the evidence of tampering on Contractor's receipt document. Contractor hereby agrees to provide any Consignee with reasonable time to inspect any Shipment at no additional cost to the County.

Absent notation on Contractor's receipt document by the Consignee at the time of receipt, the burden of proof shall be on the County to show the Contractor is responsible for such loss or claim related to a Sealed container said to contain Property.

The parties agree that while County may keep its own receipt and log book for its own purpose, Contractor's receipt document shall be deemed the sole controlling document with respect to all Services rendered, including, without limitation, deposits delivered and received, timing, losses, shortages, overages, investigations, claims or litigation.

4. Location and Description of Service Facility:

The County currently has deposits consisting of currency, coin, checks, securities, documents, or other valuables, in securely sealed or locked containers to be picked up at designated County sites/locations listed in **Exhibit A – County Sites Listing Requirements**. Deposit and/or delivery of all sealed containers to and from County sites/locations to destination (Exhibit A) are to occur on the next business day.

5. Time Service is to be Provided:

Contractor will advise both the County Department Representative and Purchasing Agent on behalf of the County, twenty-four (24) hours in advance, of any temporary change to the pick up time schedule. Both the County Department Representative and Purchasing Agent must agree with the Contractor before the Contractor can implement this temporary change. Contractor is to return to the schedule set by the County Department Representative, Purchasing Agent, and Contractor as listed in **Exhibit A – County Sites Listing Requirements**.

Contractor shall contact Representative to advise when there is a delay, exceeding one (1) hour, and revise the "window of arrival time" schedule. This notification shall allow Representative, if necessary, the time for any procedural change(s) that may be required at its respective site. The Representative must agree to the revised schedule with the Contractor's agent and advise the Site personnel of any change to the arrival time and procedure. The representative is listed in **Exhibit A-1 –Department Reps and Site Contacts**.

A "Route Change" can only occur through amendment to this agreement. The Contractor shall contact the respective Representative and the Purchasing Agent, at least 48 hours in advance, whenever a "Route Change" must be put in effect. Both the County Department Representative and the Purchasing Agent must agree to the "Route Change". The "Route Change" must not interfere with the location's overall requirements and procedures from the Contractor.

6. Performance Standards and Goals:

The Contractor, and its agent, in a professional and business-like manner, shall perform its duties as listed in this Service Plan.

Contractor shall deliver all sealed containers to the destination(s) listed in Exhibit A on the "next business day" basis/

Contractor shall send its correct monthly invoice to the Department's "Invoice To" address as listed in Exhibit A.

7. Maximum Shipment Liability:

Except as stated herein Contractor and its Insurance Company will be liable for loss of or damage to County property inclusive of reconstructive damage up to the maximum sum for each shipment as agreed upon and set forth in **Exhibit B - Additional Expenses, Section VI.C - Excess Liability Coverage**, which sum is the agreed maximum value of any single shipment ("Maximum Shipment Liability"). The service and liability obligations assumed by Contractor and the rates charged by Contractor are based, in part, upon the values of shipments as declared herein by possession of Contractor, or in possession of the agents or employees of Contractor pursuant to the terms of this contract. The terms of this section may not be waived by Contractor. Contractor shall not be liable for loss or damage to property consigned to it in excess of the Maximum Shipment Liability unless County pays all prior excess liability charges that are correctly billed to the Contractor for all shipments of property with a value in excess of the Maximum Shipment Liability amount from the start through the expiration or termination of this contract, whichever occurs first.

8. Option for Additional Year(s) of Service:

The Purchasing Agent and the Department Representative may purchase up to an additional two (2) one-year options of service after satisfactory completion of the initial three (3) year term. The price for each option year shall be based upon the prior year's change in the CPI's Yearly Average Rate Percentage of the Consumers Price Index for the San Francisco-Oakland-Bay Area report in effect at that time. The maximum is 3.0 percent allowed per extension year as agreed by Contractor.

9. Budget of Estimated Program Expenditures

Invoice: See P-1

Payment: See P-1

10. Delivery:

Department has its own Representative listed as the Department contact in both Exhibits A and A-1. This person, along with the Purchasing Agent, will be the County negotiators with the Contractor for any permanent change effecting the respective Department and/or its sites involved only, without exception. An "Amendment", issued by the Department, is required prior to any permanent change in service.

11. Excess Liability Coverage:

The excess charge of \$0.30 per \$1,000, or fraction thereof, for the Department shall occur once the liability coverage exceeds \$100,000 in accordance with the fee schedule as listed in **Exhibit B – Additional Expenses, Section VI.C Excess Liability Coverage and Section VII.A – Excess Liability Rate.**

12. Excess Waiting Time Fee:

After the first ten (10) minutes from arrival and signing in at the Department site(s), the Contractor may assess an excess waiting time fee rate of \$1.75 per minute thereafter. Over fifteen (15) minutes, the Contractor may elect to depart from the site without penalty as indicated in **Exhibit B – Additional Expenses, Section VII.B – Excess Waiting Time Fee.**

13. Excess Item Handling:

The Contractor shall charge the Department a fee rate of \$0.55 per item or container in excess of eight (8) per shipment as listed in **Exhibit B - Additional Expenses, Section VII.C – Excess Item Handling Fee.**

14. Special Same Day Pick-Up Fee:

The Contractor shall charge the Department a fee rate of \$45.00 per occurrence to reschedule, or return, for a same day pick up as listed in **Exhibit B – Additional Expenses, Section VII.D – Special Same Day Pick Up Fee.**

15. Research Fee:

The Contractor shall charge NO FEE for research of Contractor's documents as required by the Department as listed in **Exhibit B – Additional Expenses, Section VII.E – Research Fee.**

16. Reconstruction of Checks:

The Department shall participate in the "Reconstruction of Checks" process and shall Cooperate and assist the reconstruction of any lost, damaged, and/or destroyed checks that constitute a part of the loss. "Reconstruction of Checks" is defined to mean the identification of the checks only to the extent of determining the face amount of said checks, the identity of maker, or the endorser of each. The Contractor's liability in the event of a loss, shall be reduced by the face value of the reconstructed checks. Checks that cannot be reconstructed shall not exceed \$5,000.00 per shipment. The maximum liability of Contractor for checks shall not exceed the Maximum Shipment Liability, as stipulated in Exhibit A, unless Customer has paid all "PRIOR" excess liability charges to the Carrier", EXCEPT FOR "CURRENT" shipments of Property", with a value in excess of the maximum Shipment Liability amount.

17. Holidays:

The Contractor shall observe the County's holiday schedule when Departments will be closed as provided for in Exhibit D. "Exhibit D – "County Holiday Schedule" will be updated annually and provided to the Contractor prior to each new calendar year by the Purchasing Agent.

18. Force Majeure:

Contractor shall not be in breach of contract nor liable for damages, including but not limited to loss of interest, directly and/or proximately flowing from any delay in or failure to make pickups or deliveries on County's behalf pursuant to the terms of this contract due to causes beyond the Contractor's reasonable control, including strikes, work stoppages by County or Consignee's employees, lockouts by County or Consignee, war, rebellion, insurrection, hostilities, fires, acts of God, storms, flood, closed transportation routes or other causes beyond Contractor's control.

19. Consequential Damages:

Contractor and/or Contractor's Insurance Company shall not be liable for any incidental or consequential damages to County or any third party directly or on behalf of County resulting from or occasioned by the loss of or damage to any shipment of property delivered to Contractor pursuant to this agreement.

20. Delivery of Receipt Books:

Contractor will provide each site as listed in Exhibit A-1 with delivery receipt books, as needed, free of charge.

21. Contractor's Courier Uniform:

Courier's uniform shall consist of a light blue shirt with Contractor's logo patch on both sleeves and navy blue trousers. A pictured identification with identification number will be clearly visible on the Courier. Contractor shall also provide a signature list for every Department Representative and every pickup site location involved.

22. Keys (If Required):

Department Representative is responsible to have site keys tagged and signed for by the Contractor's courier on receipt at first day of service – NO EXCEPTIONS. Contractor to return site keys at the expiration or termination of contract – NO EXCEPTIONS.

Initials: LA Contractor County Dept

Modified Insurance Requirements. Paragraph 19 (Insurance) of the General Conditions is Modified by the additions of subparagraphs e. and f. to read as follows:

“e. **Unforeseen Warlike Events.** It is understood and agreed that neither Contractor nor Contractor’s Insurance carrier shall be liable in any capacity for loss or harm to County’s Property or for damages directly and/or proximately flowing from loss or harm to the County’s Property while said Property is in the possession of Contractor when such loss or harm is caused by any of the following:

1. Hostile or warlike action in time of peace or war, including but not limited to, action which hinders, combats or defends against an actual or impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, or naval or air forces, or by military naval or air forces, or by an agent of any government power, authority or force;
2. Any weapon or war employing atomic fission or radioactive force whether in time of peace or war;
3. Any accident or catastrophe occurring at a government or private facility employing the use of atomic fission or radioactive energy whether in time of peace or war; or
4. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customer regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transport or trade.

- “f. Contractor agrees to provide each County department site involved liability coverage up to \$100,000 per shipment at no charge, except HSD Patient Accounting’s liability coverage will be up to \$150,000 per shipment at no charge. The County shall pay for all excess liability charges above the amounts indicated per shipment as provided in **Exhibit B – Additional Expenses, Section VI.C Excess Liability Coverage.**

Modified Notice Requirements. Paragraph 20 (Notices) of the General Conditions is modified by the addition of subparagraph a. to read as follows:

- “a. In the event of a loss the County shall, in writing the greater of ninety (90) days after a loss is discovered, notify Contractor of such loss. The County shall report to Contractor within thirty (30) calendar days after giving written notice of claim of loss or damage. County agrees to furnish Contractor a detailed written statement, as well as written proof of such loss or damage substantiated by the County’s books, records, and/or accounts duly subscribed and sworn by the County or its duly authorized officer.

Termination and Cancellation. Paragraph 5 subdivision a. ("Written Notice") of the General Conditions is hereby deleted in its entirety and replaced with the following paragraph:

- a. **Written Notice.** This Contract may be terminated immediately by written mutual consent.

Termination and Cancellation. Paragraph 5 subdivision 5b. ("Failure to Perform") of the General Conditions is hereby deleted in its entirety and replaced with the following paragraph:

- b. **Failure to Perform.** This Contract may be terminated by County, upon sixty (60) days advance written notice to Contractor, for failure to perform properly any of its obligations hereunder.

Termination and Cancellation. Paragraph 6 ("Entire Agreement") of the General Conditions is hereby deleted in its entirety and replaced with the following paragraph:

- "6. **Entire Agreement.** This Contract, in addition to Standard Forms L-3 and L-4, contain all the terms and conditions agreed upon by the parties. Except as expressly provided herein, or in Standard Forms L-3 and L-4, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

Termination and Cancellation. Paragraph 18 ("Indemnification") of the General Conditions is hereby deleted in its entirety and replaced with the following paragraph:

- "18. **Indemnification.** Contractor shall defend, indemnify, save and hold harmless County, its governing body, officers, employees, representatives and agents ("Indemnitees") from any and all demands, losses, claims, costs, suits, liability and expenses for any damage, sickness, death, or injury (collectively "Liability") to person(s) or property arising directly or indirectly from or connected with services provided hereunder to the extent caused by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractants, or any persons under its direction or control, except for damages or losses which arise out of the negligence or willful misconduct of County or its officers or employees, and Contractor will make good to and reimburse Indemnitees for any expenditures, including reasonable attorneys' fees, the Indemnitees may make by reason of the matters that are the subject of this indemnification provision, and if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor. This indemnification provision shall survive the termination or expiration of this contract.

Initials:  Contractor  County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. Compliance with Law. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. Inspection. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. Records. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

- a. Retention of Records. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
- b. Access to Books and Records of Contractor, Subcontractor. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. Reporting Requirements. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.




Contractor



County Dept.

5. Termination and Cancellation.

- a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. Modifications and Amendments.
- a. General Amendments. In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
 - b. Minor Amendments. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.



Contractor



County Dept.

10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.


11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

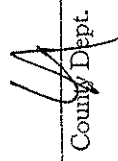
13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate the Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify,



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship.

18. Indemnification. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. Commercial General Liability Insurance. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.


21. Primacy of General Conditions. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this



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GENERAL CONDITIONS
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Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. No Third-Party Beneficiaries. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. Copyrights and Rights in Data. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.
26. Endorsements. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. Required Audit. (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

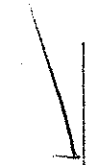


Contractor




County Dept

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



Contractor



County Dept.

	A	B	C	D	E	F	G	H	I	J	K	L
	INVOICES ARE TO BE SENT TO EACH DEPARTMENT DESIGNATED BELOW;	SERVICE CONTRACT NBR	FUND/ORG # & ACCT #	PICK-UP SITE	DEPOSIT / DELIVERY TO:	DELIVERY / DEPOSIT IS REQUIRED SAME DAY - CAN YOU COMPLY? YES/NO. IF NO, EXPLAIN.	GARDA CASH LOGISTICS (formerly AT Systems) PROPOSED SERVICE TIMES	SERVICE FREQUENCY	LIABILITY COVERAGE PER DAILY SHIPMENT	Monthly Price	ENTER TOTAL TERM EXPENSE (3 YEARS) FOR EACH LOCATION	COMMENT
1												
2	BI-010 CONSERVATION & DEVELOPMENT, BUILDING INSPECTION DIVISION 651 PINE ST., 3RD FL. N. WING, MARTINEZ, CA 94553-1295 (CENTRAL OFFICE) Note: All invoices for Building Inspection are to be sent to this location.	TBD	3415-2310	651 PINE ST.,3RD FL. N. WING, MARTINEZ, CA 94553-1295	NOTES: MAIL DELIVERY POINT & BILL ADDRESS IS THE CENTRAL OFFICE. OCCASIONALLY DELIVERIES WILL BE SENT OUT FROM THE CENTRAL OFFICE TO OUTLYING OFFICES. THERE ARE NO BANK DEPOSITS INVOLVED.	No- Different routes making deliveries. NOTE: NEXT DAY DELIVERY APPROVED BY STEVE SMITH.	8:00 to 9:00AM	MONDAY THRU FRIDAY, EXCEPT HOLIDAYS.	\$ 100,000.0000	\$ 345.0000	\$ 12,420.0000	
3	BI-020 CONSERVATION & DEVELOPMENT, BUILDING INSPECTION DIVISION LAFAYETTE OFFICE (BILL MARTINEZ OFFICE)	TBD	3415-2310	3685 MT. DIABLO BLVD. STE 120 LAFAYETTE, CA 94549-3700	NOTE: MAIL DELIVERY POINT & BILL ADDRESS IS THE CENTRAL OFFICE.	No- Different routes making deliveries. NOTE: NEXT DAY DELIVERY APPROVED BY STEVE SMITH.	9:00 to 10:00AM	MONDAY THRU FRIDAY, EXCEPT HOLIDAYS.	\$ 100,000.0000	\$ 345.0000	\$ 12,420.0000	
4	BI-050 CONSERVATION & DEVELOPMENT, BUILDING INSPECTION DIVISION EAST COUNTY OFFICE (BILL MARTINEZ OFFICE)	TBD	3415-2310	1191 CENTRAL BLVD., STE C BRENTWOOD, CA 94513	NOTE: MAIL DELIVERY POINT & BILL ADDRESS IS THE CENTRAL OFFICE.	No- Different routes making deliveries. NOTE: NEXT DAY DELIVERY APPROVED BY STEVE SMITH.	1:00 to 2:00 PM	MONDAY THRU FRIDAY, EXCEPT HOLIDAYS.	\$ 100,000.0000	\$ 345.0000	\$ 12,420.0000	
5	BI-070 CONSERVATION & DEVELOPMENT, BUILDING INSPECTION DIVISION ORINDA OFFICE (BILL MARTINEZ OFFICE)	TBD	3415-2310	22 ORINDA WAY, ORINDA, CA 94563	NOTE: MAIL DELIVERY POINT & BILL ADDRESS IS THE CENTRAL OFFICE.	No- Different routes making deliveries. NOTE: NEXT DAY DELIVERY APPROVED BY STEVE SMITH.	8:30 tp 9:30AM	MONDAY THRU FRIDAY, EXCEPT HOLIDAYS.	\$ 100,000.0000	\$ 345.0000	\$ 12,420.0000	
6										ENTER TOTAL OF ALL LOCATIONS HERE AND ON BID LINE 1>>>>	\$ 49,680.0000	
7	BID 0710-003 ARMORED TRANSPORT SERVICES 2008 EXHIBIT 'A' LOCATION AND PRICING BID SHEET.xls											
8	NOTES:											
9	1. EXTENSION CORRECTIONS TO LINES 12, 13,14 & 18 APPROVED											
10	2. CONTACTS: DEPT REPRESENTATIVE AND SITE PERSONNEL WILL BE ON EXHIBIT A-1 LISTING ATTACHED.											
11												

INVOICES ARE TO BE SENT TO EACH DEPARTMENT DESIGNATED BELOW;	DEPT. REPRESENTATIVE'S NAME, CONTACT PHONE & FAX NUMBERS AND EMAIL ADDRESS. SEE NOTE 1 BELOW.	BPO NBR	ACCT NBR	PICK-UP SITE	SITE'S CONTACT NAME, PHONE & FAX NUMBERS & EMAIL ADDRESS FOR INCIDENTAL CHANGES. SEE NOTE 2 BELOW.
BI-010 CONSERVATIONN & DEVELOPMENT, BUILDING INSPECTION DIVISION 651 PINE ST., 3RD FL. N. WING, MARTINEZ, CA 94553-1295 (MARTINEZ OFFICE). Note: All invoices for Building Inspection are to be sent to this location.	LAURA GLASS PHN: 925-335-1178 FAX: 925-646-1219 EML: lglas@bi.cccounty.us ROSIE GALVE PHN: 925-335-1166 FAX: SAME AS ABOVE EML: rgalv@bi.cccounty.us	TBD	TBD	651 PINE ST.,3RD FL. N. WING, MARTINEZ, CA 94553-1295	SAME AS DEPT REP. INFO
BI-020 CONSERVATIONN & DEVELOPMENT, BUILDING INSPECTION DIVISION LAFAYETTE OFFICE (BILL MARTINEZ OFFICE)	SAME AS ABOVE	TBD	TBD	3685 MT. DIABLO BLVD. STE 120 LAFAYETTE, CA 94549-3700	MARY SALAZAR PHN: 925-299-0242 FAX: 925-299-0134 EML: msala@bi.cccounty.us
BI-050 CONSERVATIONN & DEVELOPMENT, BUILDING INSPECTION DIVISION EAST COUNTY OFFICE (BILL MARTINEZ OFFICE)	SAME AS ABOVE	TBD	TBD	1191 CENTRAL BLVD., STE C BRENTWOOD, CA 94513	ROBIN TURNER PHN: 925-427-8848 FAX: 925-427-8838 EML: rturn@bi.cccounty.us
BI-070 CONSERVATIONN & DEVELOPMENT, BUILDING INSPECTION DIVISION ORINDA OFFICE (BILL MARTINEZ OFFICE)	SAME AS ABOVE	TBD	TBD	22 ORINDA WAY, ORINDA, CA 94563	MARIE TAYLOR PHN: 925-253-4270 FAX: 925-258-1156 EML: mtayl@bi.cccounty.us
BID 0710-003 ARMORED TRANSPORT SERVICES 2008 EXHIBIT "A-1" CONTACTS: DEPT RESPRENTATIVE AND SITE PRSONNEL.xls					
NOTES:					
1. DEPT. REPRESENTATIVE, WITH THE PURCHASER, SHALL BE THE ONLY COUNTY NEGOTIATORS, WITH SERVICER, FOR THEIR RESPECTIVE DEPT AND SITES INVOLVED.					
2. SITE CONTACT PERSONNEL ARE FOR TEMPORARY INCIDENTAL (NOT PERMANENT) CHANGES ONLY.					

SECTION VI.C. LIABILITY COVERAGE FROM \$10K THRU \$500K

AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE
\$10K	N/A	\$110K	\$ 18.00	\$210K	\$ 48.00	\$310K	\$ 78.00	\$410K	\$ 108.00
\$20K	N/A	\$120K	\$ 21.00	\$220K	\$ 51.00	\$320K	\$ 81.00	\$420K	\$ 111.00
\$30K	N/A	\$130K	\$ 24.00	\$230K	\$ 54.00	\$330K	\$ 84.00	\$430K	\$ 114.00
\$40K	N/A	\$140K	\$ 27.00	\$240K	\$ 57.00	\$340K	\$ 87.00	\$440K	\$ 117.00
\$50K	N/A	\$150K	\$ 30.00	\$250K	\$ 60.00	\$350K	\$ 90.00	\$450K	\$ 120.00
\$60K	N/A	\$160K	\$ 33.00	\$260K	\$ 63.00	\$360K	\$ 93.00	\$460K	\$ 123.00
\$70K	N/A	\$170K	\$ 36.00	\$270K	\$ 66.00	\$370K	\$ 96.00	\$470K	\$ 126.00
\$80K	N/A	\$180K	\$ 39.00	\$280K	\$ 69.00	\$380K	\$ 99.00	\$480K	\$ 129.00
\$90K	N/A	\$190K	\$ 42.00	\$290K	\$ 72.00	\$390K	\$ 102.00	\$490K	\$ 132.00
\$100K	N/A	\$200K	\$ 45.00	\$300K	\$ 75.00	\$400K	\$ 105.00	\$500K	\$ 135.00

SECTION VII - FIRM EXCESS FEE CHARGES PER OCCURRENCE APPLICABLE TO ALL COUNTY SITES
 NOTE: NO CHARGE FOR AMOUNT UP TO \$100K FOR ALL DEPTS EXCEPT HSD PATIENT ACCTG: \$150K
 A: FIRM EXCESS LIABILITY: RATE: \$ 0.30 PER \$1,000.00, OR FRACTION THEROF.

B: FIRM EXCESS WAITING TIME FEE: RATE: \$ 1.75 PER MINUTE.

C: FIRM EXCESS ITEM HANDLING FEE: RATE: \$ 0.55 PER ITEM IN EXCESS OF 8 ITEMS PER SHIPMENT.

D: FIRM SPECIAL PICK-UP FEE: RATE: \$ 45.00 FOR SAME DAY RESCHEDULED PICK UP.

E: FIRM RESEARCH FEE: RATE: \$ 0.0 PER HOUR OR FRACTION THEREOF.

NOTE TO PROSPECTIVE BIDDERS: ALL RATES NEED TO BE FILLED IN AS INDICATED ABOVE.

EXHIBIT D CONTRA COSTA COUNTY HOLIDAYS VENDOR: GARDA COMPANY (formerly AT SYSTEMS)

Unless otherwise noted, service shall be excluded on the following County holidays:

New Years Day (January 1st)

Martin Luther King's Birthday (Third Monday in January)

President's Day (Third Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4th)

Labor Day (First Monday in September)

Veterans Day (November 11th)

Thanksgiving Day (Fourth Thursday in November)

Day After Thanksgiving (Fourth Friday in November)

Christmas Day (December 25th)

In the event that a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

When the holiday falls on a Sunday, the following Monday shall be observed as the holiday. It should be noted that the County conducts normal business on Columbus Day.