

Garda # 28821 (120-688600)

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR ARMORED CAR SERVICES

This Agreement for On-Site and/or Armored Car Services (the “**Agreement**”) is made by and between the City of Moreno, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “**City**”, and Garda CL West, Inc., a California corporation, with its principal place of business at 2000 NW Corporate Boulevard, Boca Raton, Florida 33431, hereinafter referred to as the “**Contractor**.”:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional armored transport services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional armored transport services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the armored transport services as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement after it has been signed by Contractor (the “**Effective Date**”).

TERMS

1. DEFINITIONS:

“**Holiday**” shall mean the days designated in the Scope of Work described in “Exhibit A attached hereto and incorporated herein by this reference. Holiday Service will be provided at the prices set forth in Exhibit “A.”

“**Property**” shall mean currency, coins, precious metals, checks, notes, bonds, negotiable instruments, securities and all other things of value but excluding hazardous materials or materials for which transport is legally prohibited or restricted by applicable state or federal law.

“**Sealed**” shall mean closed in a manner that is reasonably designed to prevent easy access to the Property and that under normal circumstances would tend to reveal evidence of tampering or manipulation if unauthorized access were attempted.

“**Service(s)**” or “work” may be used interchangeable, whether capitalized or not, and shall mean to call for Sealed Shipments said to contain Property, to receipt therefore, and

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to deliver the same in like condition to a designated consignee, and to perform any other Services set forth in Exhibit "A," the Scope of Work.

"**Shipment**" shall mean the total Property in Sealed containers received by Contractor at a single location from a single consignor for delivery to one other location to a single consignee.

"**Reconstruct,**" "**Reconstructed**" and "**Reconstruction**" shall mean to identify checks only to the extent of determining the face amount of said checks and the identity of the maker and/or check numbers, account numbers, routing numbers, financial institution, and the identity of the maker and the endorser of each.

CONTRACTOR INFORMATION:

Contractor's Name: Garda CL Technical Services, Inc.
Address: 2000 NW Corporate Boulevard
City: Boca Raton State: FL Zip: 33431
Business Phone: (561) 939-7000
Other Contact Number: Extension 40176
Business License Number: C0220764
Federal Tax I.D. Number: 95-1085147

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. Scope of Work and Services. The Contractor's scope of Services is described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Services
- B. City Primary Responsibilities. The City's primary responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment Terms. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference. City understands and agrees that Contractor reserves the right to charge the lesser of 1.5 percent or the highest rate permitted by applicable law, per month or fraction thereof, finance charge on all balances that are not paid within 30 days of the date of invoice. City further understands and agrees that Contractor shall not be responsible to issue credits for erroneous billings that are more than ninety (90) days old as of the date the credit is requested. The prices quoted in Exhibit A and C do not include state sales and transportation related taxes, local sales and transportation-related taxes or federal sales and transportation related taxes.
- D. Term and Force Majeure. The term of this Agreement shall be from the Effective Date to December 31, 2023 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for

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performance delays nor be liable in any capacity 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 the City's behalf pursuant to the terms of this Agreement where caused by others or delays are beyond the Contractor's reasonable control, including, without limitation: strikes, work stoppages, lockouts, epidemics, pestilence, strikes by the City or consignee's employees, work stoppages by the City or consignee's employees, lockouts by the City or consignee, war, rebellion, insurrection, hostilities, legal process, court action, mechanical failure, accidents, fires, acts of God, storms, flood, closed transportation routes, (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor. The City understands and agrees that Contractor is not a guarantor of any pickup or delivery times that may be established from time to time by custom, practice or agreement. Any such times are mere approximations or estimates; however, Contractor agrees to use reasonable efforts to accommodate pickup and delivery times requested by the City and agreed to by Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Reserved.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence. As discussed below, any personnel who fail or refuse to perform the services in a manner

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reasonable acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City.

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement (“**City's Representative**”). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates Junior Arrojo, or his or her designee, to act as its representative for the performance of this Agreement (“**Contractor's Representative**”). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any third party claim or liability to the extent arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

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- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees (collectively, the “**City Indemnitees**” and individually each a “**City Indemnitee**”) harmless from any and all third party claims, proceedings, causes of action and demands (collectively, “**Claims**”), and any resulting, damages, losses, including, without limitation, the payment of all judgments, settlements, expert witness fees, reasonable attorney’s fees and other related costs and expenses (collectively” “**Liabilities**”), to the extent caused by reason of the negligence or willful misconduct of Contractor, its employees, subcontractors or agents by this Agreement. The Contractor shall have no defense or indemnification obligation to the City Indemnitees to the extent such damage or injury is caused by the negligence or willful misconduct of any City Indemnitee. IN NO CASE SHALL THE CONTRACTOR BE LIABLE FOR OR OWE ANY DUTY OF INDEMNIFICATION WITH RESPECT TO ANY EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGE CLAIMS BY ANY CITY INDEMNITEES OR ANY THIRD PARTY ARISING FROM THE LOSS OR DESTRUCTION OF PROPERTY. CONTRACTOR’S OBLIGATION WITH RESPECT TO ANY CLAIM FOR DAMAGES BY THE CITY OR ANY THIRD PARTY WITH RESPECT TO ANY PROPERTY SHALL NOT EXCEED THE MAXIMUM SHIPMENT LIABILITY, AS DETAILED IN THE SCOPE OF WORK. Acceptance of this Agreement signifies that the Contractor is not covered under the City’s general liability insurance, employee benefits, or worker’s compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor’s obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend at Contractor’s own cost, expense and risk, any and all third party Claims of every kind covered by Section “J” that may be brought or instituted against any City Indemnitee. The City shall have the right to approve counsel for its defense and such approval will not be reasonably withheld. Contractor shall pay and satisfy any Liabilities that may be rendered against any City Indemnitee as part of any such Claim and resulting Liabilities.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers’ Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD

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against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

- General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

- Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Contractor agrees at all times during the term of this Agreement to purchase and maintain insurance with a responsible insurance company to cover the loss or destruction of Property handled or protected by Contractor, its employees, subcontractors, and agents, on behalf of the City pursuant to this Agreement. Contractor agrees to furnish the City with written evidence of compliance with this provision. It is understood and agreed that Contractor shall not be liable in any capacity for loss or harm to the City’s Property or for damages directly and/or proximately flowing from loss or harm to the City’s Property while such Property is in the possession of Contractor, nor shall Contractor’s insurance carriers be required to cover such damages when same are 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, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, 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 of 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;

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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 customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transport or trade.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy. The All Risk insurance certificate shall name the City of Moreno Valley, Moreno Valley Housing Authority, and the Moreno Valley Community Services District as a loss payee.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by first class mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

M. Maximum Shipment Liability and Limitation of Liability. Except as provided above in Section L above, it is understood and agreed that Contractor and its insurance company will be liable for loss of or damage to City Property inclusive of Reconstructive damage up to the maximum sum for each Shipment as set forth in Exhibit C, which sum is the agreed maximum value of any single Shipment ("**Maximum Shipment Liability**"). The Services 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 City, for the safe delivery or return of any Shipment of City's in the possession of Contractor, or in the possession of the agents or employees of Contractor pursuant to the terms of this Agreement. It is therefore expressly agreed by the City that the provisions of this Agreement dealing with

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Maximum Shipment Liability to be accepted by Contractor from the City for delivery to consignee bank, or from consignee bank, may not be waived or amended by any agent of Contractor, but that such waiver or amendment may be made only with the written consent of an officer of Contractor. Contractor will not be liable for loss or damage to Property consigned to it in excess of the Maximum Shipment Liability unless City has paid all excess liability charges to the Contractor for all Shipments of Property with a value in excess of the Maximum Shipment Liability amount as detailed in Exhibit C.

EXCEPT FOR DAMAGES OR LOSSES TO THE PROPERTY, WHICH SHALL BE CAPPED AT THE MAXIMUM SHIPMENT LIABILITY. CONTRACTOR'S LIABILITY FOR DAMAGES (WHETHER A CLAIM THEREFOR IS BASED ON WARRANTY, CONTRACT, STATUTE, OR OTHERWISE) CONNECTED WITH, OR ARISING UNDER, THIS AGREEMENT WILL BE LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID BY CITY TO CONTRACTOR FOR SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE FIRST EVENT THAT IS THE SUBJECT OF THE FIRST CLAIM (OR, IF TWELVE (12) MONTHS HAVE NOT YET ELAPSED SINCE THE EFFECTIVE DATE, THEN THE TOTAL AMOUNT ACTUALLY PAID BY City TO CONTRACTOR UNDER THIS AGREEMENT).

- N. Entire Agreement; Amendment; Assignment and Binding Effect. This Agreement and any exhibits attached hereto and incorporated herein, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. Except with respect to changes to rates and the addition or removal of any locations under the Scope of Work, which may occur via electronic communication and agreement between the parties and evidenced by monthly invoices and reports, this Agreement may be modified or amended only by a subsequent written agreement signed by both parties' authorized representatives. This Agreement shall be binding in accordance with its terms upon the parties hereto and their respective transferees, assigns and successors in interest; provided, however, this Agreement may be assigned by Contractor to any parent, subsidiary, or affiliated corporation which it may hereafter acquire or with which it may be merged or consolidated, or to any corporation acquiring the business and assets of Contractor, but this Agreement shall not be otherwise assigned by either party without the prior written consent of the other party.
- O. (1) Termination. Following the first anniversary of the Effective Date of this Agreement, the City may terminate the whole or any part of this Agreement at any time without cause by giving at least ninety (90) days written notice to the Contractor. The written notice shall specify the date of

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termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all services performed by the Contractor in accordance herewith through the date of termination.

(2) Either party may terminate this Agreement for cause. The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the material breach. If the material breach is not cured within such time, the non-breaching party may terminate the Agreement effect the next day by giving a written notice of termination. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

(3) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

- P. Payment and Records. Payments to the Contractor pursuant to this Agreement as detailed in Exhibit "C" will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement, except that teller trash will not be retained. In addition, any video surveillance records will only be retained for a maximum of ninety (90) days from the date of recording.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Garda CL West, Inc.
2000 NW Corporate Boulevard
Boca Raton, FL 33431

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Attn: Contracts Department

With a copy to:

Garda CL West, Inc.
2000 NW Corporate Boulevard
Boca Raton, FL 33431
Attention: Chief Legal Officer

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Brooke McKinney, Treasury Operations Division

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement. Notwithstanding the foregoing, the City acknowledges and agrees that Contractor is not a guarantor of any pickup or delivery times that may be established from time to time by custom, practice or agreement. Any such times are mere approximations or estimates; however, Contractor agrees to use reasonable efforts to accommodate pickup and delivery times requested by the City and agreed to by Contractor.
 - U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
 - V. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
 - W. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
 - X. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
 - Y. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from

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time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- 11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- 12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- 13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Garda CL West, Inc.

BY: _____
City Manager

BY: _____
TITLE: _____
(President or Vice President)

Date

Date

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INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

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EXHIBIT A

SCOPE OF WORK

Garda CL West, Inc. (“Contractor”) and The City of Moreno Valley (“**City**”) agree that effective **June 01, 2019** this Scope of Work amends and is incorporated into the Agreement for On-Site and Armored Car Services between the parties (the “**Agreement**”) dated **June 01, 2019**, by adding or amending the following, schedules, lists, liabilities, days, Term and/or terms. Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Agreement.

This Scope of Work shall be in full force and effect from **June 01, 2019** until December 31, 2023, unless earlier terminated as permitted under the Agreement.

Contractor will provide pickup, transport and delivery of City Property as detailed in this Scope of Work.

The Contractor shall provide, at no cost to the City, a process for receipting each Shipment of Property as detailed below.

The Contractor’s responsibility for the Property and reports shall begin when said Property is in the possession of the Contractor or its employees and shall terminate upon delivery to the City’s depository bank institution in compliance with the banks protocol and requirements for accepting deposits from armored car service providers.

The Contractor will pick up from all locations identified by the designated representative appointed by the City’s Financial & Management Services Department twice a week on days agreed upon by the City and the Contractor as detailed below.

The Contractor may provide other related services as necessary and agreed upon by both the City and the Contractor in writing signed by their authorized representatives.

Services. Contractor agrees to render Service to City at the locations, prices, frequencies and liability limits set forth in this Scope of Work and Exhibit C attached hereto. City agrees to pay Contractor for the Services, the sum set forth below, plus all additional charges associated with special Service requests as detailed in this Scope of Work and Exhibit C.

Non-deliverables. When delivery of a Shipment cannot be made for any reason, Contractor shall notify City and return the Shipment to City or to Contractor’s vault for storage. Notification of such return shall be promptly given to City.

Premise Time.: City understands that time is of the essence to Contractor’s business; therefore, City agrees that Contractor’s messenger shall be present no more than a

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maximum of five (5) minutes to make a pickup and/or delivery of Property. If said premise time exceeds the time stated herein, it is agreed that the messenger may leave and that such departure shall not be a breach of this Agreement. City may call and request that a Service call be made by Contractor subsequent to such departure. By requesting same, City agrees to pay for said additional Service call at the rate set forth in Exhibit C, such charges to be in addition to regular Service charges.

PROCEDURES:

Authorized Messengers. Contractor agrees to furnish City the Contractor's secure Authorized Agent Card procedure to conduct deposit pickup and change order delivery. City may rely upon the Authorized Agent Card as evidence of authority of the messenger. Contractor assumes no liability for Property delivered to any employee or other person, except those who display an Authorized Agent Card and arrive in full uniform.

Shipment Requirements. City agrees to cause all Shipments to be made by means of City placing City's Property in Sealed packages or containers, of a mutually agreed upon type and design, which clearly and distinctly indicates the name and address of the consignor as well as the name and address of the consignee. City further agrees to clearly and distinctly set forth the value of each Shipment on the outside of the Sealed packages or container. City agrees that Contractor, its agents or employees, shall have the right to refuse to pickup Shipments of Property which are not Sealed and properly marked by City as set forth above and that Contractor assumes no liability for any damages or loss which may result as a consequence of such refusal to make a pickup. City 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 properly 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. Absent notation on Contractor's receipt document by the consignee at the time of receipt, the burden of proof shall be on the City 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 City may keep its own receipt and log book for its own internal purposes, 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.

Duration of Shipment Liability. Contractor's possession of City's Shipment begins only after an authorized messenger employed by Contractor signs a receipt for and receives said Shipment into his/her physical custody, thereafter Contractor's possession of City's Property terminates when and as an agent or consignee designated by City receives physical custody (i.e. physical possession or control) of the Shipment. It is understood and agreed that Contractor's liability for the handling or protection of City's Property arises and exists solely and concurrently with Contractor's possession thereof.

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Consequential Damages. It is understood and agreed that under no circumstances or theory of liability shall Contractor and/or Contractor's insurance company be liable for any incidental or consequential damages to City or any third party directly or on behalf of City resulting from or occasioned by the loss of or damage to any Shipment of Property delivered to Contractor pursuant to this Agreement

Claims. It is understood and agreed that under no circumstances shall Contractor and/or Contractor's insurance company be liable or responsible for any claim for loss of or damages to City's Property which is not submitted in writing to the Contractor within the greater of ninety (90) days after the date that said loss or damage purportedly occurred or the minimum notice requirement under the law of the jurisdiction where the Service took place. Within thirty (30) days after the giving of written notice of a claim of loss or damage, City agrees to furnish Contractor a detailed written statement of the circumstances surrounding such loss or damages as well as detailed written proof of such loss or damages in form reasonably satisfactory to Contractor, which proof of loss shall be substantiated by the books, records and accounts of City and shall be subscribed and sworn to by City or its duly authorized officer. Failure of City to comply with the foregoing shall relieve and release Contractor of any liability to City with respect to such claimed loss or damage.

(Checks. City shall maintain an accurate record of all checks placed in any Shipment given to Contractor and in the event of a loss, City agrees to promptly, diligently and completely cooperate with Contractor in the Reconstruction and replacement of lost, destroyed or stolen checks which had been contained in any such Shipment. Contractor's sole liability shall be the payment to City of: (i) reasonable costs necessary to Reconstruct the checks plus any necessary costs because of stop payment procedures; (ii) the face value of checks that cannot be Reconstructed, provided adequate proof of the value thereof is presented to Contractor, except those checks which would not be collectable at the time of loss, but not to exceed the limit of \$5,000.00 per Shipment for the unidentified checks. The maximum liability of Contractor for the checks shall in no event exceed the Maximum Shipment Liability limit set forth in Schedule A which includes the aforesaid \$5,000.00 for the unidentified checks. Complete cooperation shall include but not be limited to, recovery of hard copy or electronic records of checks including, without limitation, point of sale information created by its employees, agents or customers; as well as, requests by City to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all of its legal and equitable rights against said makers. City agrees that Contractor and Contractor's insurance company shall not be liable for damages directly or proximately flowing from City's breach of this provision. Upon payment of a loss pursuant to this Agreement, Contractor or its insurance company shall be subrogated to all City's rights and remedies of recovery therefore. The City shall assign to the Contractor, City's right to receive payment under any check(s) for which Contractor has reimbursed City and City shall execute any document necessary or reasonably desirable to perfect and accomplish such assignment.

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(II) Holidays

City acknowledges that Contractor observes the following Holidays for which a Holiday Service rate as set forth below and in Exhibit C shall apply.

- (1) New Year’s Day
- (2) Martin Luther King
- (3) Presidents Day
- (4) Easter
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Columbus Day
- (9) Veteran’s Day
- (10) Thanksgiving Day
- (11) Christmas Day
- (12) Family Day (NV)
- (13) Admission Day (NV)
- (14) Pioneer Day (UT)

It is understood and agreed that when a Holiday falls on a Sunday the following Monday shall constitute the Holiday; when a Holiday falls on a Saturday the preceding Friday, that Saturday, or the following Monday shall constitute the Holiday.

Status	**Effective Date	**Service Location	**Address	City	ST	**Product	**Monthly Price	Item Allowance	Liability Limit
Draft	6/1/19	City Hall	14177 FREDERICK STREET	Moreno Valley	CA	ARMORED TRANSPORTATION SERVICE	\$225.00	7	\$50,000.00
Draft	6/1/19	Conference & Recreation Center	14075 Frederick Street	Moreno Valley	CA	ARMORED TRANSPORTATION SERVICE	\$225.00	7	\$50,000.00
Draft	6/1/19	Moreno Valley Utility	14331 Frederick Street	Moreno Valley	CA	ARMORED TRANSPORTATION SERVICE	\$225.00	7	\$50,000.00
Draft	6/1/19	Moreno Valley Public Library	25480 Alessandro Blvd	Moreno Valley	CA	ARMORED TRANSPORTATION SERVICE	\$225.00	7	\$50,000.00
Draft	6/1/19	Moreno Valley Animal Services	14041 Elsworth Ave	Moreno Valley	CA	ARMORED TRANSPORTATION SERVICE	\$225.00	7	\$50,000.00
Draft	6/1/19	Moreno Valley Senior Center	25075 Fir St	Moreno Valley	CA	ARMORED TRANSPORTATION SERVICE	\$225.00	7	\$50,000.00
Draft	6/1/19	Cottonwood Golf Center	13671 Frederick Street	Moreno Valley	CA	ARMORED TRANSPORTATION SERVICE	\$225.00	7	\$50,000.00
Draft	6/1/19	Moreno Valley Police Department	22850 Calle San Juan De Los Lagos	Moreno Valley	CA	ARMORED TRANSPORTATION SERVICE	\$225.00	7	\$50,000.00

(** Flagged for GARDA CL internal purposes only.)

The following rate schedule applies to the service locations listed above:

**Product		
ARMORED TRANSPORTATION SERVICE		
Description	Price (\$)	Unit of Measure
OFF DAY IN-ROUTE \$	65.0000	TR
EXCESS LIABILITY (\$000's) \$	0.5000	PT
EXCESS ITEMS \$	1.9500	UN
EXCESS PREMISE TIME	3.9500	MN

* [Y By placing a “Y” in this box, City agrees and confirms that it captures such information as it deems necessary to fully reconstruct all checks in each Shipment. Accordingly, City, subject to the terms and conditions in the Agreement, declines any coverage by and waives any liability against Contractor above the amount set forth in the Maximum Shipment Liability Checks, in exchange for not being assessed any excess

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liability charges for checks included in any Shipment above the Maximum Shipment Liability Checks amount. Otherwise, by placing an “N” in this box, the terms of Sections VI(a) & VII(f), will apply and additional and excess liability charges will be assessed for amounts in excess of the Maximum Shipment Liability Checks.

(IV) Days of Services									
**Service Location	City	State	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
City Hall	Moreno Valley	CA	N	N	Y	N	Y	N	N
Conference & Recreation Center	Moreno Valley	CA	N	N	Y	N	Y	N	N
Moreno Valley Utility	Moreno Valley	CA	N	N	Y	N	Y	N	N
Moreno Valley Public Library	Moreno Valley	CA	N	N	Y	N	Y	N	N
Moreno Valley Animal Services	Moreno Valley	CA	N	N	Y	N	Y	N	N
Moreno Valley Senior Center	Moreno Valley	CA	N	N	Y	N	Y	N	N
Cottonwood Golf Center	Moreno Valley	CA	N	N	Y	N	Y	N	N
Moreno Valley Police Department	Moreno Valley	CA	N	N	Y	N	Y	N	N

Contractor

City

By:

By:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Title:

Title:

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EXHIBIT B

CITY RESPONSIBILITIES

- City staff will prepare daily deposits of Property in the manner prescribed by the Contractor.
- Deposits of Property will be ready for pickup when the Contractor arrives at the City facility so that the Contractor's time on the premises can be minimized (less than 5 minutes).
- City does not guarantee what the dollar amount for any one pick-up and delivery of bank deposits of Property will be.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$[150,000.00 over the life of the Agreement](#).
2. Annual pricing for standard pickup and delivery two days a week will be based on the following table:
 - Year 1 - \$225.00 per month per location under the Scope of Work.
 - Years 2 through 5 rates in the Scope of Work and detailed below will be automatically increased annually by the greater of 3% or CPI. For the purposes hereof, the term "CPI" means the Consumer Price Index for All Urban Consumers: Transportation services [CUUR0000SAS4], Index 1982-1984=100, Not Seasonally Adjusted, as reported by the US Department of Labor's Bureau of Labor Statistics. Contractor shall have the right to charge a surcharge for fuel as set forth in the Attachment C-1 below. Contractor may also increase the charges set forth in the Scope of Work and below upon written notice to City in the event of a change in economic conditions beyond

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Contractor's reasonable control that increases the operating costs incurred by Contractor.

3. Additional Fees that may apply:

- Fuel Surcharge – See Attachment C-1 for the Fuel Surcharge Table.
- Special Trip (On-Call) - \$45.00 per trip
- Holiday Pickup - \$65.00
- Excess deposit items (limit of 7 items per trip per location)- \$2.00 per item in excess of 7 items per pickup per location
- Premises time in excess of 5 minutes - \$5.00 per minute thereafter
- Excess liability - \$0.50 per thousand over limit amount. (The Maximum Shipment Liability is set at \$150,000 cash and check combined per location per pickup)

4. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

5. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

6. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

7. The minimum information required on all invoices is:

- A. Contractor Name, Mailing Address, and Phone Number
- B. Invoice Date
- C. Contractor Invoice Number

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- D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
8. The City shall pay the Contractor for all invoiced, authorized services within thirty (30) days of receipt of the invoice for same.
9. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

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EXHIBIT C-1

FUEL SURCHARGE MATRIX



Custom Fuel Surcharge Index and Methodology

Our fuel surcharge calculation method is based on the 3 week rolling average of the U. S. Energy Information Administration (eia.doe.gov). The Department of Energy website is updated every Tuesday and the National average is the benchmark used.

Each month, the 3-week rolling average will be recalculated and the surcharge will be adjusted up or down based on the following matrix:

For any 3-week U.S. National Average Diesel Fuel price over \$4.00 add an additional 1% for every \$0.25 per gallon increase.

<u>Per Gallon Price</u>	<u>Surcharge</u>
Below- \$2.50	0%
\$2.501-\$2.75	1%
\$2.751-\$3.00	2%
\$3.001-\$3.25	3%
\$3.251-\$3.50	4%
\$3.501-\$3.75	5%
\$3.751-\$4.00	6%