



Contract: 31183 (130-828171)

ARMORED CAR SERVICE AGREEMENT

This Agreement is made on **October 30, 2023** by and between **GARDA CL Southwest, Inc.**, Hereinafter called "CARRIER") and **Tarrant County** whose address is **100 EAST WEATHERFORD STREET ROOM 506 FORT WORTH TX 76196-0206** (Hereinafter called "COUNTY").

SECTION I: BASIC AGREEMENT

The Parties both agree as follows:

1. **Service:** CARRIER agrees to render Services to COUNTY at the locations, times, prices, frequencies, and liability limits set forth on Schedule A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on Schedule A.
2. **Insurance:** During the Term of this Agreement, CARRIER shall maintain the insurance in the amounts and types set forth herein.
3. **Maximum Liability:** The Maximum Shipment Liability shall be as set forth on Schedule A hereof.
4. **Term:** The Term for Services under this Agreement shall be as set forth on Schedule A.
5. **Payment for Services:** COUNTY agrees to pay CARRIER for the Services, the sum set forth on Schedule A per month, plus all additional charges associated with special Service requests and any applicable surcharges pursuant to Schedule A.
6. **Entire Agreement:** This agreement includes the terms hereof, and the terms of service contained in Schedule A.

SECTION II. DEFINITIONS

- (a) The word "Holiday" as used in this Agreement shall mean the days designated on Schedule A. Holiday Service will be provided at the prices set forth on Schedule A.
- (b) The word "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.
- (c) The word "Sealed" as used in this Agreement 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.
- (d) The word "Service" shall mean to call for Sealed Shipments said to contain Property, to receive therefore, and to deliver the same in like condition to a designated consignee, and to perform any other Services set forth on Schedule A.
- (e) The word "Shipment" as used herein shall mean the total Property in Sealed containers received by CARRIER at a single location from a single consignor for delivery to one other location to a single consignee.
- (f) The words "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.



SECTION III. SERVICE

- (a) Service: CARRIER agrees to render Service to COUNTY at the locations, prices, frequencies, and liability limits set forth in Schedule A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on Schedule A.
- (b) Non-deliverables: When delivery of a Shipment cannot be made for any reason, CARRIER shall notify COUNTY and return the Shipment to COUNTY or to CARRIER'S vault for storage. Notification of such return shall be promptly given to COUNTY.
- (a) Premise Time: COUNTY understands that time is of the essence to CARRIER's business. Therefore, COUNTY agrees that CARRIER's messenger shall not be required to be present for more than five (5) minutes to make a pickup and/or delivery of Property ("Premise Time"). 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. COUNTY may call and request that a Service call be made by CARRIER subsequent to such departure. By requesting same, COUNTY agrees to pay for said additional Service call at the rate set forth on Schedule A, such charges to be in addition to regular Service charges. If CARRIER's messenger remains at COUNTY's location to complete the Service for a period of time that exceeds the Premise Time, COUNTY will be assessed an excess premise time fee, as set forth in Schedule A.
- (c) EvenXchange® Service: CARRIER agrees to accept change orders directly from COUNTY location(s) via CARRIER'S telephone order entry system, and CARRIER will prepare and package each order from the inventory ("Inventory") of coin and currency (hereafter, collectively "Cash") maintained at CARRIER'S facility(ies). Subject to the terms herein and in the Agreement, CARRIER shall deliver change orders in accordance with the scheduled pickup/delivery dates set forth in the attached Schedule A. Change orders requested by COUNTY for delivery on days other than scheduled pickup/delivery dates shall be subject to CARRIER approval and such special charges as provided in the Agreement, or as otherwise mutually agreed upon. All change orders must be placed before 11:00 a.m. on the day prior to a requested/scheduled delivery. Saturday, Sunday, and Monday orders must be placed before the above-referenced time on Friday. COUNTY shall not order any currency in denominations exceeding Ten Dollar (\$10.00) notes.
- (d) Payment for Services: COUNTY agrees to pay CARRIER for the Services at the prices set forth in the attached Schedule A, in the event COUNTY uses the Even Exchange Service. (The first such usage indicates agreement with the rates as set forth on Schedule A), plus all additional charges associated with special Service requests, as requested by COUNTY.

SECTION IV. INSURANCE

- (a) All Risk Insurance: CARRIER agrees at all times during the life 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 CARRIER, its agents, or employees, on behalf of COUNTY pursuant to this Agreement. CARRIER agrees to furnish COUNTY with written evidence of compliance with this provision. It is understood and agreed that CARRIER shall not 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 COUNTY'S Property while said Property is in the possession of CARRIER, nor shall CARRIER'S insurance carrier 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;
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. CARRIER shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.

- 1) All Risk Cargo Insurance — \$ 10,000,000 aggregate
- 2) Crime Coverage — \$ 2,000,000 per occurrence
- 3) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation — statutory
 - b. Employer's Liability — \$1,000,000
- 4) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage — \$1,000,000 per occurrence/\$2,000,000 aggregate
- 5) Auto Liability:
 - a. Combined Single Limit (CSL) — \$1,000,000 per occurrence
 - a. Bodily Injury/Personal Injury/Property Damage — \$1,000,000 per occurrence/\$2,000,000 aggregate

SECTION V. COUNTY INDEMNITY

- (a) **Indemnity:** CARRIER agrees to defend, indemnify, and hold harmless COUNTY from all claims, demands, actions, and causes of action for damage or injury, including death, that are hereafter made or brought against COUNTY by any third party for the recovery of actual damages to the extent caused by reason of the negligence or willful misconduct of CARRIER, its employees, or agents. CARRIER shall have no defense or indemnification obligation to COUNTY to the extent such damage or injury is caused by the negligence or willful misconduct of COUNTY, its employees, or agents. In no case shall CARRIER be liable for or owe any duty of indemnification with respect to any exemplary, punitive, or consequential damage claims by COUNTY or any third party arising from the loss or destruction of Property. CARRIER'S obligation with respect to any claim for damages by COUNTY or any third party with respect to any Property shall not exceed the Maximum Shipment Liability.

SECTION VI. CARRIER LIABILITY

- (a) **Maximum Shipment Liability:** Except as provided above, it is understood and agreed that CARRIER 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 set forth in Schedule A, which sum is the agreed maximum value of any single Shipment ("Maximum Shipment Liability"). The Service and liability obligations assumed by CARRIER and the rates charged by CARRIER are based, in part, upon the values of Shipments as declared herein by COUNTY, for the safe delivery or return of any Shipment of COUNTY'S in the possession of CARRIER, or in the possession of the agents or

employees of CARRIER pursuant to the terms of this Agreement, it is therefore expressly agreed by the COUNTY that the provisions of this Agreement dealing with Maximum Shipment Liability to be accepted by CARRIER from the COUNTY for delivery to consignee, or from consignee, may not be waived or amended by any agent of CARRIER, but that such waiver or amendment may be made only with the written consent of an officer of CARRIER. CARRIER will not be liable for loss or damage to Property consigned to it in excess of the Maximum Shipment Liability unless COUNTY has paid all excess liability charges to the CARRIER for all Shipments of Property with a value in excess of the Maximum Shipment Liability amount.

- (b) Force Majeure: CARRIER shall not be in breach of this contract 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 COUNTY'S behalf pursuant to the terms of this Agreement due to causes beyond CARRIER's reasonable control, including strikes, work stoppages, lockouts, epidemics, pestilence, strikes by COUNTY or consignee's employees, work stoppages by COUNTY or consignee's employees, lockouts by COUNTY or consignee, war, rebellion, insurrection, hostilities, legal process, court action, mechanical failure, accidents, fires, acts of God, storms, flood, closed transportation routes or other causes beyond CARRIER'S reasonable control. It is understood and agreed that CARRIER 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, CARRIER agrees to use reasonable efforts to accommodate pickup and delivery times requested by COUNTY and agreed to by CARRIER.
- (c) LIABILITY CAP: EXCEPT IN THE CASE OF A SHIPMENT, WHEREIN THE MAXIMUM SHIPMENT LIABILITY LIMIT SET FORTH IN SCHEDULE A SHALL APPLY, CARRIER'S LIABILITY FOR DAMAGES (WHETHER A CLAIM THEREFOR IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), 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 COUNTY TO CARRIER 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 COUNTY TO CARRIER UNDER THIS AGREEMENT).

SECTION VII. PROCEDURES

- (a) Authorized Messengers: CARRIER agrees to furnish COUNTY the CARRIER's secure Authorized Agent Card procedure to conduct deposit pickup and change order delivery. COUNTY may rely upon the Authorized Agent Card as evidence of authority of the messenger. CARRIER 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.
- (b) Shipment Requirements: 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, which clearly and distinctly indicates the name and address of the consignor as well as the name and address of the consignee. 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 CARRIER, its agents, or 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 CARRIER assumes no liability for any damages or loss which may result as a consequence of such refusal to make a pickup. COUNTY further agrees that CARRIER 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 CARRIER and shows evidence of tampering at the time CARRIER delivers said package to the consignee and the consignee immediately notes, in writing, the

evidence of tampering on CARRIER'S receipt document. Absent notation on CARRIER'S receipt document by the consignee at the time of receipt, the burden of proof shall be on the COUNTY to show the CARRIER 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 internal purposes, CARRIER'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.

- (c) Duration of Shipment Liability: CARRIER'S possession of COUNTY'S Shipment begins only after an authorized messenger employed by CARRIER signs a receipt for and receives said Shipment into his/her physical custody, thereafter CARRIER'S possession of COUNTY'S Property terminates when and as an agent or consignee designated by COUNTY receives physical custody (i.e. physical possession or control) of the Shipment. It is understood and agreed that CARRIER'S liability for the handling or protection of COUNTY'S Property arises and exists solely and concurrently with CARRIER'S possession thereof.
- (d) Consequential Damages: It is understood and agreed that under no circumstances or theory of liability shall CARRIER and/or CARRIER'S insurance company 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 CARRIER pursuant to this Agreement.
- (e) Claims: It is understood and agreed that under no circumstances shall CARRIER and/or CARRIER'S insurance company be liable or responsible for any claim for loss of or damages to COUNTY'S Property which is (1) less than \$100.00 per Shipment and/or (2) not submitted in writing in the form of a Letter of Demand ("LOD") to the CARRIER 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. In the LOD, COUNTY agrees to furnish CARRIER 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 CARRIER, which proof of loss shall be substantiated by the books, records and accounts of COUNTY and shall be subscribed and sworn to by COUNTY or its duly authorized officer. Failure of COUNTY to comply with the foregoing shall relieve and release CARRIER of any liability to COUNTY with respect to such claimed loss or damage. Any appeal of a claim decision must be made by COUNTY within fourteen (14) days of the date of the written decision from the CARRIER in writing detailing the reason the denial of the loss is inaccurate, including any supporting documentation. COUNTY agrees that any failure to meet such deadline will result in a waiver by COUNTY of any rights or remedies COUNTY may have with respect to such claim.
- (f) Checks: COUNTY shall maintain an accurate record of all checks placed in any Shipment given to CARRIER and in the event of a loss, COUNTY agrees to promptly, diligently, and completely cooperate with CARRIER in the Reconstruction and replacement of lost, destroyed, or stolen checks which had been contained in any such Shipment. CARRIER'S sole liability shall be the payment to COUNTY 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 CARRIER, 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 CARRIER 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 COUNTYs; as well as, requests by COUNTY 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. COUNTY agrees that CARRIER and CARRIER'S insurance company shall not be liable for damages directly or proximately flowing from COUNTY'S breach of this provision. Upon payment of a loss pursuant to this Agreement, CARRIER or its insurance company shall be subrogated to all COUNTY'S rights and remedies of recovery, therefore. The COUNTY shall assign to the CARRIER, COUNTY'S right to receive payment under any check(s) for which CARRIER has reimbursed COUNTY and COUNTY shall execute any document necessary or reasonably desirable to perfect and accomplish such assignment.

- (g) Even Exchange Procedures: The parties agree that COUNTY shall procure an Inventory of Cash which shall be maintained at CARRIER'S facilities in amounts by denomination to fulfill the change order requirements as set forth hereunder. CARRIER shall deliver COUNTY change orders, subject to the terms herein and in the Agreement, to COUNTY store locations and COUNTY store locations shall contemporaneously provide CARRIER'S messenger with a currency deposit, in the Sealed, tamper-resistant bag provided by CARRIER, in an aggregate amount equal to the face amount of the change order. CARRIER shall have no obligation to provide COUNTY with a change order unless COUNTY strictly complies with the foregoing currency exchange obligations. CARRIER agrees to reimburse COUNTY on a weekly basis for any amount in the currency deposit that is in excess of the amount of the change order delivered to the COUNTY's store. COUNTY agrees to reimburse CARRIER on a weekly basis for any amount that is less than the amount of the change order delivered to the COUNTY's store. Absent evidence of CARRIER tampering, COUNTY will be responsible for differences found by CARRIER during CARRIER'S verification of any COUNTY change order currency exchanges.

SECTION VIII. GENERAL

- (a) Payment for Services: COUNTY agrees to pay CARRIER for the Services, the sum set forth on Schedule A per month, plus all additional charges associated with special Service requests. CARRIER may assess an additional fee if COUNTY requires the use of a third-party invoicing and/or payment tool. Payment is due thirty (30) calendar days after the invoice date, due in accordance with Texas Govt. Code Chapter 2251, "The Texas Prompt Payment Act." COUNTY understands and agrees that CARRIER reserves the right to charge the lesser of one and a half percent (1.5%) 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. COUNTY further understands and agrees that if COUNTY disputes any invoice amounts, COUNTY must submit such dispute using CARRIER's web portal, and CARRIER 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 on Schedule A do not include state sales and transportation related taxes, local sales and transportation-related taxes or federal sales and transportation related taxes. Notwithstanding anything to the contrary, CARRIER may terminate or suspend Services at any time and without notice to COUNTY if COUNTY fails to pay for Services within fifteen (15) days of the date of invoice. CARRIER shall have no liability for any losses and/or damages arising out of a termination or suspension of Services hereunder. CARRIER does not accept credit card payments. Any form of payment other than by electronic funds transfer or check must be approved by CARRIER. In the event Service is suspended during the Term, COUNTY may be subject to a re-activation fee for each suspended Service Location that re-starts Service.
- (b) Cost Increases: After the first year of the Term, Service rates may increase annually by the greater of CPI or five percent (5%) upon mutual agreement of both parties. 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.
- (c) 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) for diesel fuel.

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 \$6.00 add an additional 1% for every \$0.15 per gallon increase.

Price per Gallon	Surcharge
Below-\$3.00	1%
\$3.001-\$3.15	2%
\$3.151-\$3.30	3%
\$3.301-\$3.45	4%
\$3.451-\$3.60	5%
\$3.601-\$3.75	6%
\$3.751-\$3.90	7%
\$3.901-\$4.05	8%
\$4.051-\$4.20	9%
\$4.201-\$4.35	10%
\$4.351-\$4.50	11%
\$4.501-\$4.65	12%
\$4.651-\$4.80	13%
\$4.801-\$4.95	14%
\$4.951-\$5.10	15%
\$5.101-\$5.25	16%
\$5.251-\$5.40	17%
\$5.401-\$5.55	18%
\$5.551-\$5.70	19%
\$5.701-\$5.85	20%
\$5.851-\$6.00	21%

- (d) Change in Service: Regardless of the practice, custom, and/or conduct of the parties, no change to the Service locations, times, prices, days of service, frequencies and/or liability limits requested by COUNTY shall be valid unless such change is approved in writing by an authorized representative of CARRIER. To request a change in Service, including without limitation, Service suspension, COUNTY must submit a signed written request to CARRIER's Change in Service Department using CARRIER's form. All requests will require at least ten (10) business days prior notice. Any change to Service parameters, including, without limitation, frequency changes, a change to Saturday and/or Sunday Service, requires at least ten (10) business days to review, approve and process, and may result in a rate adjustment.
- (e) Notices: Any notices required or permitted by this Agreement will be in writing and addressed to the party to receive such notice at its corresponding address, as follows:



To CARRIER:

GARDAWORLD
2000 NW Corporate Boulevard
Boca Raton, FL 33431
Attn: Finance Department

To COUNTY:

(As set forth above)

With a copy to:

GARDAWORLD
2000 NW Corporate Boulevard
Boca Raton, FL 33431
Attn: Legal Department

All notices or other communications required or permitted to be given under this Agreement shall be in writing (unless otherwise specifically provided herein) and delivered or addressed as shown above unless notice of a change of address has been provided in writing. All notices shall be deemed effectively given: (i) when delivered, if personally delivered, (ii) on the date of delivery (or, if refused, the refusal date shown on the return receipt) if mailed certified or registered mail, return receipt requested; (iii) the day following overnight delivery, or (iv) seven (7) days after mailing, if mailed first class.

- (f) Integration, etc.: This Agreement shall become effective only when approved and signed by authorized representatives of the parties hereto. Tarrant County RFP 2023-150 and GardaWorld's response to Tarrant County RFP 2023-150 and this Agreement, including all attachments, schedules and exhibits constitute the entire agreement and understanding between the parties related to the subject matter hereof, and no representations, inducements, promises or agreements not embodied herein shall be of any force and effect. 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, with written agreement by COUNTY, this Agreement may be assigned by CARRIER 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 CARRIER, but this Agreement shall not be otherwise assigned by either party hereto without the prior express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement may be altered, amended, or superseded solely by means of a writing signed by the parties hereto; provided, however, the terms and conditions set forth in this Agreement are subject to change by CARRIER upon written notice to COUNTY. The headings hereof are for convenience only and have no bearing on the interpretation of the terms of the Agreement.
- (g) Venue and Jurisdiction: The parties agree that the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Each party irrevocably consents to the jurisdiction of the state and federal courts in Tarrant County, Texas in connection with all actions or proceedings arising out of or in connection with this Agreement. Each party waives any objections that venue is an inconvenient forum. Each Party further agrees that it will not initiate any action against the other party in any other jurisdiction.
- (h) Change in Conditions: CARRIER may increase the charges set forth in Schedule A upon written notice to COUNTY in the event of a change in economic conditions beyond CARRIER's reasonable control that increases the operating costs incurred by CARRIER.
- (i) Termination Either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach is not cured within

said time, the non-breaching party may terminate the contract effect the next day by giving a written notice of termination. Either party may also terminate this Agreement as a matter of convenience, upon written notice of at least sixty (60) days.

- (j) **Confidentiality:** The parties as part of the performances hereunder, during the Term of this Agreement, will have access to and become acquainted with various trade secrets including, without limitation, processes, programs, systems, software, compilations of information, records, specifications, financial information, marketing plans and COUNTY lists which are owned by a party and which are regularly used in the operation of the business of a party ("Confidential Information") and data belong to clients of COUNTY, including non-public consumer information. Neither party shall disclose any of the aforesaid Confidential Information, directly or indirectly, or use them in any way either during the Term of this Agreement or at any time thereafter, except as required in the course of its Services under this Agreement or applicable law. All Confidential Information shall remain the exclusive property of the disclosing party or its COUNTYs and clients and shall not be used or reproduced except in the sole interest of the disclosing party and with its prior consent and shall be immediately returned or destroyed upon request of the disclosing party or at the termination of Services hereunder.
- (k) **Non-waiver:** Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce the provision or any other provision of this Agreement.

Section IX Compliance with Laws

In providing the services required by this Agreement, CARRIER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CARRIER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties hereto intending to be bound have caused this Agreement to be executed, as of the date first written above, by their duly authorized representatives.

Carrier

GARDA CL Southwest, Inc.

By:



(Garda Signature)

Jennifer Frankel

(Garda Printed Name)

SVP, Finance

(Title)

COUNTY

Tarrant County

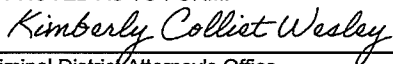
By:

(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM:



Criminal District Attorney's Office

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Schedule A

FOR OFFICE USE ONLY	
COUNTY Account: Tarrant County	Contract: 31183 (130-828171)

GARDA CL Southwest, Inc. ("CARRIER") and Tarrant County ("COUNTY") agree that effective **October 30, 2023** this Schedule A amends and is incorporated into the Armored Car Service Agreement between the parties (the "Agreement") dated as of **October 30, 2023** (the "Contract Date") by adding or amending the following COUNTY rates, schedules, lists, liabilities, days, Term and/or terms.

(I) Term

The Agreement shall be in full force and effect from **October 30, 2023** until **October 29, 2024** and shall renew upon mutual agreement by both parties for three (3) additional twelve month periods. If the Agreement is terminated by COUNTY at any time for any reason or by CARRIER for cause, COUNTY shall pay CARRIER an early termination fee as set forth below. COUNTY's obligation to pay any early termination fees specified in this Agreement is absolute, non-cancelable and unconditional and shall not be subject to any abatement, deferment, interruption, recoupment, reduction, deduction, set off, defense or counterclaim for any reason whatsoever. If COUNTY does not pay the early termination fee timely, CARRIER reserves all rights to pursue all applicable remedies (including an independent action) available at law or in equity.

(II) Holidays

COUNTY acknowledges that CARRIER observes the following Holidays for which a Holiday Service rate as set forth in Section III below shall apply.

- | | | |
|----------------------------|----------------------|-----------------------|
| (1) New Year's Day | (6) Juneteenth | (11) Thanksgiving Day |
| (2) Martin Luther King Day | (7) Independence Day | (12) Christmas Day |
| (3) Presidents Day | (8) Labor Day | |
| (4) Easter | (9) Columbus Day | |
| (5) Memorial Day | (10) Veteran's Day | |

CARRIER acknowledges that COUNTY observes the following additional holidays for which the COUNTY will NOT require service.

- 1) Day after Thanksgiving
- 2) Christmas Eve
- 3) Cesar Chavez Day (March)
- 4) Good Friday

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.

(III) Service Location(s) and Rates

Site #	Site Name	Address	City	St	Service	Unit Rate	Frequency	Days of Service
828173	Motor Vehicle Tax 2nd Fl	100 EAST WEATHERFORD STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828176	Property Tax Office 1st Fl	100 EAST WEATHERFORD STREET	Fort Worth	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828177	Auditors Office Ste 506	100 EAST WEATHERFORD STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F

828177	Auditors Office Ste 506	100 EAST WEATHERFORD STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828178	County Clerk Room B65	100 WEST WEATHERFORD STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828179	Law Library Room 420	100 WEST WEATHERFORD STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	F
828180	JPI Room 450	100 WEST WEATHERFORD STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	W, F
828181	Child Support 2nd Fl	200 EAST WEATHERFORD STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828182	Dist Clerk 3rd Fl Ste 3003	200 EAST WEATHERFORD STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828183	JOP 5 Ste 112-C	350 WEST BELKNAP STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828184	Comm Sup Corrections	200 WEST BELKNAP STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828185	CC Lower Plaza	401 WEST BELKNAP STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828186	3rd FL Criminal #3029	401 WEST BELKNAP STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828187	DA WORTHLESS CHK DEP	401 WEST BELKNAP STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828188	Tax Office Ste 110	1400 MAIN STREET	SOUTHLAKE	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828189	CC Vit Rec Ste 140	1400 MAIN STREET	SOUTHLAKE	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828190	JOP JP3 Ste 220	1400 MAIN STREET	SOUTHLAKE	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828191	Tax Office Ste 100	645 GRAPEVINE HIGHWAY	HURST	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828192	CC Vital Records Ste 120	645 GRAPEVINE HIGHWAY	HURST	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F

GARDAWORLD

828193	JOP JP3 Ste 2 #220	645 GRAPEVINE HIGHWAY	HURST	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828194	Tax Office	6713 TELEPHONE ROAD	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828195	CC Vital Rec Ste 202	6713 TELEPHONE ROAD	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828197	JOP JP4 Ste 201	6713 TELEPHONE ROAD	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828198	Charles Griffin Tax Office	3212 MILLER AVENUE	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828199	Charles Griffin CC Vital Rec	3212 MILLER AVENUE	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828200	Justice of the Peace 8	3500 MILLER AVENUE	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828201	Comm Sup and Corrections	3210 MILLER AVENUE	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828203	Anx Comm Sup and Crrctns	724 EAST BORDER STREET	ARLINGTON	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828204	Sub CRT Tax Office Ste 100	700 EAST ABRAM STREET	ARLINGTON	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828205	SUB CC Vital Rec Ste 101	700 EAST ABRAM STREET	ARLINGTON	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828206	DA Comm Sprvsn Crrctns	3829 ALTAMESA BOULEVARD	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828209	DR MJB Pub Hlth Dep 2400	1101 SOUTH MAIN STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M, W & F
828211	DPB Tax Office	6551 GRANBURY ROAD	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828212	CC Vital Records	6551 GRANBURY ROAD	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828213	DPB JOP 6	6551 GRANBURY ROAD	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F

828215	HDPHD 1	536 EAST RANDOL MILL ROAD	ARLINGTON	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	Tu, F
828216	HDPHD 2	6601 WATAUGA ROAD	WATAUGA	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	Th
828217	CC Vit Rec Ste 301	200 TAYLOR STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828224	JPSHC	201 EAST PLAZA BOULEVARD	HURST	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828225	NW Anx PHD-Lake WorthClinic Ste 400	3800 ADAM GRUBB STREET	LAKE WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	Tu
828226	NW Cmmnty Ste 100	3800 ADAM GRUBB STREET	LAKE WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828227	MNSFLD Tax Ste 100	1100 EAST BROAD STREET	MANSFIELD	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828228	MNSFLD VitRec Ste 200	1100 EAST BROAD STREET	MANSFIELD	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828229	TV Dist CLRK Ste 2102	100 NORTH CALHOUN STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F
828230	AHSPH DEP STE 190	2596 EAST ARKANSAS LANE	ARLINGTON	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	F
828231	County Criminal Court	401 WEST BELKNAP STREET	FORT WORTH	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	Th
828232	JOP #2 Ste 200	700 EAST ABRAM STREET	ARLINGTON	TX	ARMORED TRANSPORTATION	\$24.95	Weekly	M-F

Items Allowance: 5 items
 Liability Limit: \$100,000.00 per shipment

**Product		
ARMORED TRANSPORTATION SERVICE		
Description	Price (\$)	Unit of Measure
OFF DAY IN-ROUTE (Surcharge to unit rate) \$	89.9500	TR
EXCESS LIABILITY (\$000's) \$.5000	PT
EXCESS ITEMS \$	1.9500	UN
EXCESS PREMISE TIME \$	4.9500	MN
HOLIDAY SERVICE \$	85.0000	TR

(* Flagged for GARDA CL internal purposes only.)

Carrier
GARDA CL Southwest, Inc.

COUNTY
Tarrant County

GARDA CL Southwest, Inc.

By:



(Garda Signature)

Jennifer Frankel

(Garda Printed Name)

SVP, Finance

(Title)

Tarrant County

By:

(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM:



Criminal District Attorney's Office

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

Vendor is EXEMPT from Certification as set out above.

Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:



Signature of Certifying Person

Jennifer Frankel

Printed Name of Certifying Person

SVP, Finance

Title of Certifying Person

GARDA CL SOUTHWEST

Name of Vendor

9/8/23

Date Certified