



SERVICES AGREEMENT
Non-Standard
AGREEMENT # 9999655630

THIS SERVICES AGREEMENT (together with Attachment(s) the "Agreement") is made by and between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's"), a Delaware corporation with offices located at 555 Dividend Drive, Suite 100, Coppell, TX 75019, and **CITY OF ROSEVILLE** ("Customer") with offices located at 311 VERNON STREET, ROSEVILLE, CA-95678-2649 is entered into on January 1, 2023.

I. DEFINITIONS

- A. Attachment - any statement of work ("SOW"), exhibit, schedule, amendment or addendum, all of which are hereby incorporated into this Services Agreement.
- B. Business Day - Monday through Friday except holidays observed by the Facility performing Services hereunder.
- C. Distinctively and Securely Sealed - the container used to hold any Property has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container. The container must also include bar coding compliant with Brink's specifications.
- D. Facility(ies) - Brink's location(s) where certain Services will be performed.
- E. Loss - any loss of, damage to, theft of, or destruction of Property for which Customer has provided timely Notice to Brink's.
- F. Maximum Liability Amount - the total liability assumed by Brink's for a Loss as specified in the Attachment(s).
- G. Property - currency, coin, checks, securities, other financial instruments, and other valuables agreed upon by Brink's in an Attachment.
- H. Rates - charges for Services as listed in Attachment(s).
- I. Services - services to be provided to Customer as described in the applicable Attachment(s).
- J. Shipment - one or more sealed or locked container(s) of Property collected or received by Brink's in one place at any one time.

II. SERVICES

- A. Brink's shall perform Services as set forth in the SOW(s) signed by Brink's and Customer. Services will be performed at the Facility(ies) and other locations specified in the applicable SOW. Services will be performed on Business Days, unless otherwise specified in the applicable SOW. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon. Customer agrees to look only to the provisions of this Agreement and the applicable SOW for any claim against Brink's relating to Customer's Property.
- B. Reserved.

III. TERM

This Agreement shall begin on the earliest effective date of a SOW and shall remain in effect until expiration or termination of all SOWs.

IV. CHARGES AND PAYMENT

- A. Within thirty (30) days of the date of each invoice, Customer shall pay Brink's the Rates plus all applicable federal, state and local taxes. Payment shall be made by check, electronic funds transfer (EFT) or Fedwire. The Rates may be amended by Brink's invoices, letters, or other writings. Except for Rate changes made pursuant to paragraph C of this section, Customer may, by written Notice within twenty (20) days of such invoice, letter or other writing, reject any charges differing from the Rates. Otherwise, Customer shall be deemed to have accepted such increase. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written Notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by Customer.
- B. All charges remaining unpaid after the invoice due date are subject to an interest charge at the lesser of: 1½% per month; or, the maximum rate allowed by law.
- C. Brink's may increase Rates effective January 1 of each year of this Agreement, by an amount not to exceed the greater of (a) the annual increase in CPI for All Urban Consumer: All Items Less Food and Energy plus two percent (2%) or (b) ten percent (10%). Brink's will provide thirty (30) days prior written notice for a Rate increase due to a change in economic conditions affecting the services in Customer's service areas. A change in economic conditions may include, but is not limited to: (i) an act of God; (ii) an act of war; (iii) an increase in the then current local, state, or federal minimum wage; (iv) legislative or regulatory requirements related to the performance of the Services hereunder; or (v) any event that affects Brink's ability to obtain insurance as required under this Agreement. Customer shall also pay the Monthly fuel surcharge as set forth in the Rates for the applicable SOW.

V. BRINK'S LIABILITY; LIMITATIONS; EXCLUSIONS

- A. Brink's liability for any of its obligations under this Agreement, including without limitation liability for a Loss of a Shipment, shall not exceed the lesser of the following: (1) Maximum Liability Amount; (2) the actual value of the Loss; or (3) the declared value of the Property subject to the Loss. Brink's liability shall commence when the Property has been received into Brink's possession and a receipt has been signed by Brink's and shall terminate when the Property has been delivered to the location or agent designated by Customer pursuant to the applicable Attachment, or returned to Customer or its agent in the event that delivery cannot reasonably be made by Brink's.
- B. Brink's liability for a Loss shall not exceed the Maximum Liability Amount, notwithstanding anything to the contrary contained in

- any oral statement, invoice, receipt or other document.
- C. Brink's shall not be liable for any shortage within any Shipment that: (1) is not Distinctively and Securely Sealed when received by Brink's; or (2) occurred before Brink's received possession of the Shipment; or (3) shows no external evidence of tampering when received by Brink's. Brink's shall not be liable for a Loss caused in whole or in part by the criminal acts, or fraud of Customer, its employees, representatives or agents.
- D. Does Customer have the ability to reconstruct checks? **YES** **NO**
- If "Yes" is checked above, the following language applies:
- E. In the event of a Loss of checks or other financial instruments (together "Checks"), Brink's agrees to pay for: (1) Customer's reasonable costs in identifying and replacing the Checks, and (2) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Loss shall include the referenced \$25,000. Customer shall maintain a complete record of all Checks it places in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Brink's for all amounts that are recovered as the result of such efforts.
- F. Brink's shall not be liable for non-performance or delays of Service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or means beyond Brink's control.
- G. Brink's shall not be liable for a Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority.
- H. In no case shall Brink's be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (6) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- I. **The following limitation shall not apply to Property in transit.** Brink's shall not be liable for Loss or for nonperformance or delays of Service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- Brink's is not an insurer under this Agreement. Brink's shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.

VI. INSURANCE

- A. Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall adequately cover the Maximum Liability Amount. Upon Customer's written request, Brink's will provide a certificate of insurance. Customer shall be given thirty (30) days' notice in the event such insurance coverage is canceled, not renewed or materially restricted.
- B. Brink's shall obtain and maintain in force during the term of this Agreement the following minimum insurance coverages: (a) Workers' Compensation insurance as required by all applicable worker's compensation laws [and Employer's Liability coverage for limits of at least \$1,000,000.00 per occurrence]. (b) Commercial General Liability insurance including personal injury and property damage coverage. Such coverage shall be in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence. (c) Automobile Liability (including uninsured and underinsured) insurance covering injury to and death of persons and property damage with combined limits of Two Million Dollars (\$2,000,000) combined single limit per occurrence. (d) "All Risk Money and Securities" insurance (including employee fidelity coverage) in an amount not less than and covering the liability assumed by Brink's under this Agreement for loss of Property.
- C. Customer shall at all times maintain comprehensive general liability insurance coverage (or be have a sufficient self-insured retention), including contractual liability and premises liability. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Brink's evidence of such insurance coverage, and Customer agrees that Brink's shall be given thirty (30) days' notice in the event that such insurance coverage shall be canceled, not renewed or materially restricted.

VII. FILING OF CLAIMS; PROOF OF LOSS

- A. In the event of Loss under this Agreement, Customer shall notify Brink's as soon as practicable upon discovery and provide written Notice to Brink's no more than thirty (30) days after the Property which is the subject of the claim was received into Brink's possession or, as applicable, the inventory report or transaction report indicating a Loss or discrepancy is delivered to Customer. To file a Loss claim, Customer shall submit the claim to Brink's designated Brink's 24SEVEN customer portal or any subsequent iteration. Timely and complete submission of a Loss claim shall constitute notice of Loss under this paragraph. Customer shall retain a copy of the notification of Loss receipt provided via email or available from the Brink's designated website. It is Customer's responsibility to promptly verify deliveries, transaction reports and inventory reports, as applicable. Unless such Notice is given by Customer within the time prescribed in this section, Brink's shall not be liable to Customer for any claims made pursuant to this Agreement and Customer shall be deemed to have expressly waived any such claim.
- B. Customer shall maintain a record of all Property placed in a Shipment and shall promptly and diligently assist Brink's in establishing

the identity of any Loss. Customer agrees to mitigate its damages in connection with any Loss. Brink's and Customer shall fully cooperate in conducting an investigation, and any question of a Loss or the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation.

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

VIII. DEFAULT; REMEDIES; TERMINATION

- A. Either party may terminate this Agreement in the event of a material breach of this Agreement (including non-payment) by the other party, provided that such breach continues for a period of thirty (30) days after receipt by the breaching party of written Notice from the non-breaching party specifying the nature of such breach. No written Notice is required if the breach is non-payment of amounts due. If such breach is cured within the applicable cure period, then this Agreement shall continue in full force and effect. As per the terms of the underlying RFP that Brink's proposed in response to, Customer may terminate this and any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

IX. MISCELLANEOUS

- A. All "Notices" under this Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; proof of transmission date of facsimile transmission; or delivery date of overnight courier or certified mail service. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by Notice. Notice to Brink's, including bankruptcy notifications, shall also be sent to: Brink's U.S., Attn: Legal Department, 555 Dividend Drive, Coppell, TX 75019.
- B. Conflicting terms in SOWs will prevail over terms stated in this Services Agreement. Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.
- C. This Agreement governs the rights and responsibilities of Customer and Brink's. Customer agrees to look only to the provisions of this Agreement for any claim against Brink's relating to Customer's Property.
- D. Each party agrees to comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.
- E. This Agreement and the Attachments, all as may be amended from time to time, constitute the entire agreement and understanding between Customer and Brink's with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied. Except with respect to Rates, this Agreement may only be amended or superseded by a writing signed by the parties. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement or any claim or cause of action otherwise arising out of or related to this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither of the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise.
- F. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.
- G. The failure of either party to require strict adherence to any term of this Agreement will not be deemed a waiver or deprive that party of the right thereafter to insist upon strict adherence to any term of this Agreement.
- H. The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
- I. The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
- J. Customer's performance of its obligations hereunder shall not be excused or relieved by any claims of Customer to a right(s) of abatement, deduction, setoff or recoupment against Brink's.
- K. THE LAWS OF THE STATE OF CALIFORNIA SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS AND CONDITIONS, THE INTERPRETATION OF THE RIGHTS AND RELATIONSHIPS OF THE PARTIES HERETO, INCLUDING BUT NOT LIMITED TO ALL CLAIMS OR CAUSES OF ACTION (WHETHER BROUGHT IN CONTRACT OR TORT) THAT MAY BE BASED ON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, WITHOUT REGARD TO THE CONFLICTS OF LAWS AND PRINCIPLES THEREOF.
- L. If Customer files for protection under any provision of the Bankruptcy Code (11 U.S.C. S. 101, et seq.), Customer shall file among its first day motions a motion seeking authorization to: (1) assume the Brink's contract, (2) pay Brink's all amounts due under the Agreement on an ongoing basis, and (3) pay as a cure claim any past due amounts. Customer acknowledges that the Services are critical to the continued and uninterrupted operation of its business locations and cash flow. Customer shall promptly seek court authority to treat Brink's as a critical vendor.
- M. To the extent Services include transportation, Customer agrees: (a) that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement and (b) Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.
- N. Customer will not assign this Agreement without the prior written consent of Brink's.
- O. To the extent not prohibited by law, Customer must commence any action, suit, or proceeding for a Loss within twelve (12) months after receipt of the Property into Brink's possession.
- P. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

AGREED AND ACCEPTED:

"CUSTOMER":

CITY OF ROSEVILLE

By: _____
(Customer Signature)

Name: _____

Title: _____

"BRINK'S":

Brink's U.S., a Division of Brink's, Incorporated

By: DocuSigned by:
John Corley

Name: John Corley

Title: President, Canada

By: DocuSigned by:
Samantha Ruddy

Name: Samantha Ruddy

Title: Sr. Vice President, Chief Financial Officer



ARMORED TRANSPORTATION SERVICES STATEMENT OF WORK

AGREEMENT # 9999655630 SOW # 25117

This Armored Transportation Services Statement of Work (the "Armored Transportation SOW") entered into as of January 1, 2023 (the "Effective Date"), is an Attachment to the Services Agreement by and between CITY OF ROSEVILLE ("Customer") and Brink's, U.S., a Division of Brink's, Incorporated ("Brink's"), dated January 1, 2023, (the "Agreement"). This Armored Transportation Services SOW and any additional Attachments hereto: (i) are incorporated by reference into the Agreement, (ii) apply only to the Armored Transportation Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

1. DEFINITIONS

- A. Armored Transportation Services** - Armored transportation of Property and related services to be provided to Customer as described in this SOW.
- B. Delivery Location** - The location designated by Customer in an Attachment as the place where Brink's is to deliver Shipments.
- C. Fragile Property** - Any breakable item, including without limitation, decorative pieces, works of art, and jewelry.
- D. Night Depository** - A non-ATM receptacle in which Customer's customers can deposit Property.
- E. Pick-Up Location** - The location designated by Customer in an Attachment as the place where Brink's is to receive Shipments, which may include a Night Depository location.
- F. Shipment** - For purposes of this Armored Transportation SOW, one or more sealed or locked containers of Property received by Brink's at the same time at a single Pick-Up Location, which are to be delivered to a single Delivery Location.

2. TERM

Armored Transportation Services shall begin on the Effective Date and shall continue for a term of three (3) years following the Effective Date. Thereafter this Armored Transportation SOW shall automatically renew for two (2) successive one (1) year periods (each a "Renewal Term") unless written termination notice is provided by either party at least sixty (60) prior to the expiration of then current term.

3. SCOPE OF SERVICES

A. Brink's Responsibilities

Brink's shall: (i) arrive at the Pick-Up Location to collect Shipments; (ii) sign a receipt for Shipments received by Brink's; (iii) deliver such Shipments to the Delivery Location; and (iv) obtain a receipt for such delivery. Brink's may return the Shipment to the Pick-Up Location in the event that delivery to the applicable Delivery Location cannot reasonably be made by Brink's. The Armored Transportation Services will be performed during Brink's regular business hours as scheduled by Brink's Facility(ies) performing the Armored Transportation Services, unless otherwise specified herein. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon.

B. Customer's Responsibilities

- (i) Customer shall place all Property to be received by Brink's in Distinctively and Securely Sealed containers.
- (ii) Customer warrants that it shall declare the actual value of each Shipment and in each Distinctively and Securely Sealed container in the Shipment. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's and agrees, in the event of Loss, to be bound by its declaration of value.
- (iii) Customer will not include Fragile Property in a Shipment unless specifically agreed to by Brink's in an Attachment.

4. BRINK'S LIABILITY

- A. Subject to the terms of the Agreement, **BRINK'S MAXIMUM LIABILITY AMOUNT FOR THE SERVICES UNDER THIS ARMORED TRANSPORTATION SERVICES SOW SHALL BE \$50,000.00 PER SHIPMENT UNLESS OTHERWISE DESIGNATED IN A LOCATIONS ATTACHMENT.**
- B. Brink's is not responsible for determining the contents or value of any Shipment.
- C. Night Depository (if applicable). Brink's shall not be liable for any Property contained in a Night Depository. Customer agrees that such Property shall be in Brink's possession only after Brink's removes the Property from the Night Depository. Brink's count of the number of items collected from a Night Depository is binding and conclusive. Brink's shall not be liable for any unexplained Night Depository shortage. Customer is responsible for assuring that the Night Depository is secure.

5. RATES

Customer agrees to pay the Rates for the Armored Transportation Services as described in Exhibit A.

"CUSTOMER":

CITY OF ROSEVILLE

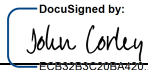
By: _____
(Customer Signature)

Name: _____

Title: _____


"BRINK'S":

Brink's U.S., a Division of Brink's, Incorporated

By:  _____
ECB52B3C20B7420...

Name: John Corley

Title: President, Canada

By:  _____
51DE088BF0A948B...

Name: Samantha Ruddy

Title: Sr. Vice President, Chief Financial Officer



EXHIBIT A

**To the ARMORED TRANSPORTATION SERVICES SOW
LOCATIONS & RATES**

AGREEMENT # 9999655630 SOW # 25117

This Exhibit A to the Armored Transportation Services SOW, entered into as of January 1, 2023 by and between Brink’s U.S., a Division of Brink’s, Incorporated (“Brink’s”) and **CITY OF ROSEVILLE** (“Customer”), sets forth the Locations & Rates for armored transportation Services. This Exhibit A and the Armored Transportation Services SOW are Attachments to the Services Agreement by and between Customer and Brink’s, dated January 1, 2023 (the “Agreement”) and: (i) are incorporated by reference into the Agreement, (ii) apply only to the Armored Transportation Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

I. Service Locations

Service		Day or Date	Liability
(A) Call at:	Customer’s locations listed in Section II	Service days as shown in Section II	Maximum : \$50,000.00
Deliver to:	Designated local bank	Same or following banking day	Average : \$2,000.00
(B) Call at:	Designated local bank	At same time as Item A	Maximum : \$50,000.00
Deliver to:	Customer’s locations listed in Section II	Next scheduled day	Average : \$2,000.00

II. Rates

PRICE LIST	LOCATION ID	SERVICE ADDRESS	BRINK’S FACILITY	CONJ	FREQ	ZONE	EZ CHANGE	SERVICE DAY(S)	RATE/ MO.	RATE/ TRIP	EXCESS ITEMS	EXCESS LIAB	EXCESS PREMISES
Price List 001	CORHC	2075 HILLTOP CIR, ROSEVILLE, CA, 95747-9704	SACRAMENTO	No	Weekly	URB	No	W F	\$455.75		10	\$50,000	10 minutes -00:01 - 23:59
Price List 001	CORMD	1550 MAIDU DR, ROSEVILLE, CA, 95661-4956	SACRAMENTO	No	Weekly	URB	No	M T W Th F	\$1,089.75		10	\$50,000	10 minutes -00:01 - 23:59
Price List 001	CORMM	1970 JOHNSON RANCH DR, ROSEVILLE, CA, 95661-3749	SACRAMENTO	No	Weekly	URB	No	W	\$239.50		10	\$50,000	10 minutes -00:01 - 23:59

PRICE LIST	LOCATION ID	SERVICE ADDRESS	BRINK'S FACILITY	CONJ	FREQ	ZONE	EZ CHANGE	SERVICE DAY(S)	RATE/ MO.	RATE/ TRIP	EXCESS ITEMS	EXCESS LIAB	EXCESS PREMISES
Price List 001	CORPG	1545 PLEASANT GROVE BLVD, ROSEVILLE, CA, 95747-6919	SACRAMENTO	No	Weekly	URB	No	M T W Th F	\$1,089.75		10	\$50,000	10 minutes -00:01 - 23:59
Price List 001	CORPL	10210 FAIRWAY DR, ROSEVILLE, CA, 95678-1969	SACRAMENTO	No	Weekly	URB	No	M T W Th F	\$1,089.75		10	\$50,000	10 minutes -00:01 - 23:59
Price List 001	CORTS	225 TAYLOR ST, ROSEVILLE, CA, 95678-2626	SACRAMENTO	No	Weekly	URB	No	M T W Th F	\$1,089.75		10	\$50,000	10 minutes -00:01 - 23:59
Price List 001	CORVH	311 VERNON STREET, ROSEVILLE, CA, 95678-2649	SACRAMENTO	No	Weekly	URB	No	M T W Th F	\$1,089.75		10	\$50,000	10 minutes -00:01 - 23:59
Price List 001	CORVN	316 Vernon St, Roseville, CA, 95678-2679	SACRAMENTO	No	Weekly	URB	No	M T W Th F	\$1,089.75		10	\$50,000	10 minutes -00:01 - 23:59
Price List 001	GRANT 116	116 SOUTH GRANT STREET SUITE 100, ROSEVILLE, CA, 95678-2656	SACRAMENTO	No	Weekly	URB	No	M T W Th F	\$1,089.75		10	\$50,000	10 minutes -00:01 - 23:59

Price List 001

Monthly Billed Service

CIT Service	Urban	Rural	Over the Road
1 day a week	\$239.50	\$296.40	\$362.05
2 day a week	\$455.75	\$565.90	\$691.15
3 day a week	\$718.20	\$807.90	\$987.30
4 day a week	\$957.60	\$1,077.20	\$1,316.40
5 day a week	\$1,089.75	\$1,346.50	\$1,645.50
6 day a week	\$1,436.40	\$1,615.80	\$1,974.55
7 day a week	\$1,675.80	\$1,885.10	\$2,303.65
Every other Week	\$132.60	\$149.15	\$182.25
Once a month	\$71.85	\$80.80	\$98.75

Usage Billed Service

Service Description	Urban	Rural	Over the Road
Excess Items	\$2.00	\$2.00	\$2.00
Excess Time	\$3.00	\$3.00	\$3.00
Holiday Service	\$45.00	\$45.00	\$45.00
Unscheduled Service	\$106.53	\$97.00	\$119.00

Service Description	Urban		Rural		Over the Road	
Emergency Service - Per Hour	\$150/Hr	(0-1)/Hrs	\$350/Hr	(0-2)/Hrs	\$800/Hr	(0-4)/Hrs
	\$150/Hr	(1-2)/Hrs	\$175/Hr	(2-3)/Hrs	\$200/Hr	(4-5)/Hrs

	\$150/Hr	(2-3)/Hrs	\$175/Hr	(3-4)/Hrs	\$200/Hr	(5-6)/Hrs
	\$150/Hr	(3-4)/Hrs	\$175/Hr	(4-5)/Hrs	\$200/Hr	(6-7)/Hrs
	\$150/Hr	(4-5)/Hrs	\$175/Hr	(5-6)/Hrs	\$200/Hr	(7-8)/Hrs
	\$150/Hr	(5-6)/Hrs	\$175/Hr	(6-7)/Hrs	\$200/Hr	(8-9)/Hrs
	\$150/Hr	(6-7)/Hrs	\$175/Hr	(7-8)/Hrs	\$200/Hr	(9-10)/Hrs
	\$150/Hr	(7-8)/Hrs	\$175/Hr	(8-9)/Hrs		
	\$150/Hr	(8-9)/Hrs	\$175/Hr	(9-10)/Hrs		
	\$150/Hr	(9-10)/Hrs				

*Hourly rates are charged for round-trip hours - Portal to Portal

Holiday List

Christmas Day; Columbus Day; Independence Day; Juneteenth; Labor Day; Martin Luther King Day; Memorial Day; New Year's Day; Presidents' Day; Thanksgiving Day; Veterans Day

This Exhibit A is entered into as of January 1, 2023 (the "Effective Date"). This Exhibit A supersedes and replaces any prior Locations or Rates Attachment(s).

AGREED AND ACCEPTED:

"CUSTOMER":

CITY OF ROSEVILLE

By: _____
(Customer Signature)

Name: _____

Title: _____

"BRINK'S":

Brink's U.S., a Division of Brink's, Incorporated

By: DocuSigned by:
John Corley

Name: John Corley

Title: President, Canada

By: DocuSigned by:
Samantha Ruty

Name: Samantha Ruty

Title: Sr. Vice President, Chief Financial Officer

FUEL SURCHARGE EXHIBIT

AGREEMENT # 9999655630 SOW # 25117

This Fuel Surcharge Exhibit is incorporated by reference into the Agreement dated January 1, 2023 (and, where applicable, any Attachments thereto) between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's") and **CITY OF ROSEVILLE** ("Customer").

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

Applicable fee(s) for Services requiring/involving transportation for the month x fuel surcharge percentage as set forth in the table below = Total fuel surcharge

The fuel surcharge is based on the Retail On-Highway Diesel Fuel Prices reported by the U.S. Energy Information Administration (eia.doe.gov.), regardless of the fuel type used to perform services for any Customer location.

Notwithstanding the foregoing, the maximum surcharge Brink's may charge Customer is twenty-five percent (25%).

FUEL PRICE/GAL

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

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

Note: For every additional \$.05 increase in fuel price will result in an additional .25% in surcharge.

