

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

825



FROM: Purchasing and Fleet Services Department

SUBMITTAL DATE:
November 4, 2013

SUBJECT: APPROVAL OF THE SERVICE AGREEMENT WITH DUNBAR ARMORED, INC. TO PROVIDE ARMORED TRUCK SERVICES FOR THE COUNTY OF RIVERSIDE; ALL DISTRICTS [\$730,000] DEPARTMENT BUDGETS

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Ratify and authorize the Chairman to approve Amendment No. 1 between the County of Riverside and Dunbar Armored, Inc. to add an additional \$51,086 for FY 2013/2014, not to exceed the annual aggregate amount of \$146,000, which contains an option to renew the agreement for four additional one-year periods, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, and;

BACKGROUND:

Summary

(Continued on Page 2)

Robert J. Howdyshell, Director
Purchasing & Fleet Services Dept.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 51,086	\$ 146,000	\$ 730,000	\$ 146,000	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: Department Budgets; see Supplemental Additional Fiscal Information				Budget Adjustment: No	
				For Fiscal Year: FY 2013/14	

C.E.O. RECOMMENDATION:

APPROVE

BY: Serena Chow
Serena Chow

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FOR APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis
 DATE: 12/19/13

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: N/A

District: ALL

Agenda Number:

3 - 29

BACKGROUND:

Summary (continued)

On July 1, 2013, the Purchasing Department initiated a contract with Dunbar Armored Inc. for Armored Truck Services for the County of Riverside departments in the annual amount of \$95,000. Effective July 26, 2013, the work week has been changed to 5 days a week versus four days a week changing the number of pickups required.

Impact on Residents and Businesses

There is no direct impact residents or businesses.

SUPPLEMENTAL:

Additional Fiscal Information

Affected departments have reviewed the impact of the increase of pickup days and concur with the increased cost to the department's respective budget:

Health Systems 22.00%, Public Health Agency 4.00%, Animal Control 7.00%, Date Festival 3.00%, Environmental Health 16.00%, Department of Public Social Services 2.00%, Waste Management 10.00%, Transportation and Land Management 2.00%, Mental Health 1.00%, Sheriff 8.00%, RCRMC 7.00%, Department of Child Support 7.00%, Assessor 11.00%. Monthly Total: \$12,046.00 100.00%.

The affected departments have paid \$94,914 of the original agreement and only the remainder, or the amended amount of \$51,086 is to be paid in the current fiscal year.

Contract History and Price Reasonableness

The Purchasing and Fleet Services Department released Request for Proposal PUARC-245 on May 22, 2013 for Armored Truck Services. The RFP closed on June 21, 2013 with two companies', Brinks, U.S., a division of Brinks Incorporated and Dunbar Armored Inc. providing quotes. A review of the proposals was completed by representatives familiar with the requirements and Dunbar Armored Inc. was determined to be the lowest responsive/responsible bidder. Because the County of Riverside work week has changed from four days a week to five days a week, thus adding extra days to the scheduled pickup frequency to multiple locations, the monthly rate changed from \$219.00 to \$275.00 for each location. This increase caused the contract total to change from \$94,914 to \$146,000 annually, which exceeds the Purchasing Agents \$100,000.00 limit for service contracts.

**COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
DUNBAR ARMORED, INC**

CONTRACTOR: DUNBAR ARMORED, INC.
Contract Term: July 1, 2013 through June 30, 2014
Effective Date of Amendment: September 4, 2013
Annual Maximum Contract Amount: \$ 146,000.00

The Agreement between Riverside County, herein referred to as COUNTY and DUNBAR ARMORED, INC., herein referred to as CONTRACTOR is amended as follows:

1. On page 3 of the Agreement, amend 3.1 the "Compensation":
The COUNTY agrees to pay CONTRACTOR for services performed at an annual rate of One Hundred and Forty Thousand dollars (\$146,000.00), to be paid in twelve monthly installments, including all expenses, based on the availability of fiscal funding.
2. On Page 20 of the Agreement, amend "Exhibit B":- Pickup and Delivery Details/Payment Schedules, Replace page 20 – 28 with the attached Exhibit B, Amendment #1. Changes are indicated by *.
3. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County
Board of Supervisors

Contractor
DUNBAR ARMORED, INC.
50 Schilling Road
Hunt Valley, MD 21031

By: _____
Name:
Title:
Date: _____

By: _____
Name:
Title:
Date: _____

FOR APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 12/19/13
NEAL R. KIPNIS DATE

**EXHIBIT B Amendment #1
PICK-UP/DELIVERY AND PAYMENT SCHEDULES**

The required services include without limitation providing everything necessary to pick up and deliver coin, currency, and other valuables, which are contained in sealed bags, from COUNTY sites as listed below, transport the valuables via armored vehicle, and deliver the valuables to their destinations on the appointed days. Please note that the COUNTY may add or subtract locations as need arises.

Pickup and Delivery Details/Payment Schedule – Health Systems

Health Systems -Ambulatory FCC-Banning Health Center

Pick up Location: 3055 W. Ramsey, Banning, CA 92220

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Health Systems -Ambulatory FCC-Corona Health Center

Pick up Location: 505 S. Buena Vista, Corona, CA 92882

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Health Systems -Ambulatory FCC-Hemet Health Center

Pick up Location: 880 N. State St., Hemet, CA 92545

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Health Systems -Ambulatory FCC-Indio Health Center

Pick up Location: 47-923 Oasis St., Indio, CA 92201

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Health Systems -Ambulatory FCC-Jurupa Health Center

Pick up Location: 9415 Mission Blvd., Riverside, CA 92509

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Health Systems -Ambulatory FCC-Lake Elsinore Health Center

Pick up Location: 2499 E. Lakeshore Dr., Lake Elsinore, 92530

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Health Systems -Ambulatory FCC-Palm Springs Health Center

Pick up Location: 1515 N. Sunrise Way, Palm Springs, CA 92563

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Health Systems -Ambulatory FCC-Perris Health Center

Pick up Location: 308 E. San Jacinto Ave., Perris, CA 92570

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Health Systems -Ambulatory FCC-RNHC

Pick up Location: 7140 Indiana Ave., Riverside, CA 92504

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$235.00

Health Systems -Ambulatory FCC-Rubidoux Health Center

Pick up Location: 5256 Mission Blvd., Riverside, CA 92509

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Total Monthly Expense Health Systems

\$ 2,710.00

Pickup and Delivery Details – Riverside Date Festival:

Riverside Date Festival Administration

Pick up Location: 82503 Hwy 111 Indio, CA

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: T-W-Th

Special: Required daily Pickups during fair (Feb) Second Bank: Bank of America

Vendors Monthly Rate \$195/3 day, \$275/5 day, and \$397.00/7 day

Pickup and Delivery Details/Payment Schedule – Environmental Health Agency

Environmental Health Agency-Fiscal - HAB

Pick up Location: 4065 COUNTY Circle Dr., Ste 104, Riverside, CA 92503

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$235.00

Environmental Health Agency-EH/DES/HM – Downtown Riverside

Pick up Location: 3880 Lemon St. 2nd Floor, Riverside, CA 92501

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Environmental Health Agency-EH/DES/HM - Corona

Pick up Location: 2275 S. Main St., Corona, CA 92883

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Environmental Health Agency-EH/DES/HM - Hemet

Pick up Location: 800 S. Sanderson, Hemet, CA 92543

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Environmental Health Agency-EH/DES/HM - Indio

Pick up Location: 47-952 Arabia St., Indio, CA 92201

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Environmental Health Agency-EH/DES/HM - Murrieta

Pick up Location: 38740 Sky Canyon Dr., Murrieta, CA 92563

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Environmental Health Agency-EH/DES/HM - Palm Springs

Pick up Location: 554 Paseo Dorotea, Bldg D Palm Springs, CA 92262

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$275.00

Total Monthly Expense Environmental Health Agency

\$ 1885.00

Pickup and Delivery Details - Department of Public and Social Services (DPSS):

Department of Public and Social Services- Accounts Payable

Pick up Location: 10281 Kidd Street, Riverside, CA 92503

Deliver Location: Union Bank, 8108 Mercury Ct., San Diego, Ca. 92111

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency:** Monday thru Friday

Vendors Monthly Rate \$ 275.00

Total Monthly Expense Department of Public and Social Services \$275.00

Pick up and Delivery Details - Waste Management Department:

Note: Waste Management currently uses a vendor provided computerized depository safe system at all of their locations. Safe buy-out provisions are contained in Section 1.2 of Exhibit A – Scope of Service above. Monthly rates shown below are for COUNTY owned safes.

Waste Management Department - Corona

Pick up Location: 10910 Dawson Canyon Road, Corona CA

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Saturday

Vendors Monthly Rate \$ 398.00

Waste Management Department - Moreno Valley

Pick up Location: 31125 Ironwood Avenue, Moreno Valley, CA

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Saturday

Vendors Monthly Rate \$ 398.00

Waste Management Department - Beaumont

Pick up Location: 16411 Lamb Canyon Road, Beaumont, CA

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Saturday
Vendors Monthly Rate \$ 398.00

Total Monthly Expense Waste Management Facilities \$ 1,194.00

Pick up and Delivery Details - Transportation and Land Mgmt Agency (TLMA):

Transportation and Land Management Agency - Permit Assistance Center

- * **Pick up Location:** 77588 El Duna Court, Palm Desert, CA 92211
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
- * **Frequency:** Monday, Wednesday and Friday
Vendors Monthly Rate \$ 195.00

Total Monthly Expense TLMA \$ 195.00

Pick up and Delivery Details - Mental Health Agency (RCDMH):

Mental Health Agency - RCDMH Desert Region

- * **Pick up Location:** 47-825 Oasis St., Indio, CA 92201
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
- * **Frequency:** Weekly on Thursday
Vendors Monthly Rate \$ 100.00

****DELETE***

Mental Health Agency - Indio Alcohol (DDP)

- * **Pick up Location:** 45-596 Fargo St. #6, Indio, CA 92201
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
- * **Frequency:** Monday thru Thursday
Vendors Monthly Rate \$ 215.00

Total Monthly Expense for Mental Health Agency Facilities \$ 100.00

Pick up and Delivery Details - Sheriff's Department:

Sheriff's Department - Indio

- * **Pick up Location:** 46200 Oasis Street, Rm. B15, Indio, CA
Deliver Location: Wells Fargo Vault, 1021 S. Figueroa Ave, Los Angeles, CA
Items: Sealed bags, which will contain coin and currency and checks
- * **Frequency:** Monday thru Friday
Vendors Monthly Rate \$ 275.00

Sheriff's Department - Riverside

- * **Pick up Location:** 4095 Lemon Street, 4th Flr, Riverside, CA
Deliver Location: Wells Fargo Vault, 1021 S. Figueroa Ave, Los Angeles, CA
Items: Sealed bags, which will contain coin and currency and checks
- * **Frequency:** Monday thru Friday
Vendors Monthly Rate \$ 275.00

Sheriff's Department - Murrieta

Pick up Location: 30755-D Auld Road, Suite L067, Murrieta, CA
Deliver Location: Wells Fargo Vault, 1021 S. Figueroa Ave, Los Angeles, CA
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Sheriff's Department – Coroner Administration Office

Pick up Location: 800 S. Redlands, Perris, CA
Deliver Location: Wells Fargo Vault, 1021 S. Figueroa Ave, Los Angeles, CA
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Tuesday and Thursday
Vendors Monthly Rate \$ 145.00

Total Monthly Expense for Sheriff Facilities \$ 970.00

Pick up and Delivery Details - Riverside County Regional Medical Center (RCRMC):

RCRMC - Medical Center

Pick up Location: 26520 Cactus Ave, Moreno Valley, CA
Cashiers Department Lower Level
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Riverside County Regional Medical Mental Health In-Patient Treatment Center

Pick up Location: 9990 COUNTY Farm Rd., (Pharmacy) Riverside, CA 92503
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Riverside Neighborhood Health Clinic

Pick up Location: 7140 Indiana Ave., (Pharmacy) Riverside, CA
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 235.00

Total Monthly Expense for RCRMC Facilities \$ 785.00

Pick up and Delivery Details - Department of Child Support Services (DCSS):

Department of Child Support Services - Riverside

Pick up Location: 2041 Iowa Avenue, Riverside CA
Deliver Location: Union Bank, Cash Vault, 8108 Mercury Ct. San Diego, CA
Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Department of Child Support Services - San Jacinto

Pick up Location: 1370 S. State St., San Jacinto, CA 92583
Deliver Location: Union Bank, Cash Vault, 8108 Mercury Ct. San Diego, CA
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Department of Child Support Services - Indio

Pick up Location: 47-950 Arabia St., Indio, CA 92201
Deliver Location: Union Bank, Cash Vault, 120 W. San Pedro, Los Angeles, CA
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Total Monthly Expense for DCSS Facilities **\$ 825.00**

Pick up and Delivery Details - Assessor Clerk Record

Assessor Clerk Recorder - Gateway Dr. - Riverside

Pick up Location: 2724 Gateway Drive, Riverside, CA 92507
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Assessor Clerk Recorder - Hemet

Pick up Location: 3880 North State St., Hemet, CA 92543
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
* **Frequency:** Monday thru Friday
Vendors Monthly Rate \$ 275.00

Assessor Clerk Recorder - Temecula

Pick up Location: 41002 County Center Dr. #230, Temecula CA 92591
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
* **Frequency:** Monday thru Friday
Vendors Monthly Rate \$ 275.00

Delete effective upon notice*

Assessor Clerk Recorder - Indio

Pick up Location: 82675 Hwy 111, Rm 113, Indio, CA 92201
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Add effective upon notice*

Assessor Clerk Recorder - Indio

Pick up Location: 38686 El Cerrito Rd, Indio, CA 92211
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Assessor Clerk Recorder - CAC - Riverside

Pick up Location: 4080 Lemon St., Riverside, CA 92501

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

* **Frequency: Monday thru Friday**
Vendors Monthly Rate \$ 275.00

Total Monthly Proposal for Assessor Clerk Recorder Facilities \$ 1,375.00 *

PROFESSIONAL SERVICE AGREEMENT

For

ARMORED TRUCK SERVICES

Between

COUNTY OF RIVERSIDE

And

DUNBAR ARMORED, INC



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This Agreement, made and entered into this 1st day of July 2013, by and between DUNBAR ARMORED, INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of two (2) pages further defined and at the prices stated in Exhibit B, Pickup/Delivery and Payment Schedules, consisting of nine (9) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2014 with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$95,000.00 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange COUNTY areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to the appropriate COUNTY Agency per Exhibit "B."

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number RIVCO-99010-001-07/14; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of CONTRACTOR

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products

provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent CONTRACTOR

The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use by Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside COUNTY. It is understood that other entities shall make purchases in their own name, make direct payment,

and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or RFP# PUARC - 1245

authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Purchasing
2980 Washington Street
Riverside, CA 92504
Attn: James P. Hewett JD/MBA

CONTRACTOR

Dunbar Armored, Inc.
50 Schilling Road
Hunt Valley, MD 21031
Attn: J Patrick Frampton

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If

CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnities') from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnities' from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnities' in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnities' as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnities' herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnities' to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall

provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

21.6 Without in any way limiting the foregoing, CONTRACTOR will also be responsible for any loss of COUNTY's cash resulting from CONTRACTOR's acts, omissions, or negligence.

Examples where CONTRACTOR is deemed negligent include, but are not limited to:

- A. Losses resulting from misappropriation by CONTRACTOR's employees;
- B. Losses resulting from misappropriation by former employees CONTRACTOR's using information or materials (such as, for example, combinations, keys, know-how) obtained while employed by CONTRACTOR, or losses resulting from CONTRACTOR's failure to take adequate security precautions when an employee's employment is terminated;
- C. Losses resulting from negligent or intentional acts by CONTRACTOR's employees;
- D. Unexplained losses resulting from failure by CONTRACTOR or its employees or agents to follow security procedures established by CONTRACTOR or mutually agreed to by CONTRACTOR and COUNTY.
- E. Losses resulting from negligent training of CONTRACTOR's employees'
- F. Losses resulting from the failure by CONTRACTOR to maintain adequate records, or;
- G. Losses resulting from robbery or holdup while CONTRACTOR's employees or agents are present.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insured.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the

State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insured.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

E. Armored Car Cargo Liability: CONTRACTOR shall provide coverage for all COUNTY property, including but not limited to; money, currency, coin, checks, U.S. Postage, Revenue and Food Stamps, bonds, securities, warrants, rights, transfers, coupons, drafts, and related business papers and records in CONTRACTOR'S care, custody or control with Insurance on an all-risk Armored Car Cargo Liability form or equivalent and such coverage shall include, but not be limited to, the perils of fire, theft, dishonesty of CONTRACTOR's directors, officers or employees, ex-employees, automobile accident, upset and overturn, vandalism, malicious mischief, mysterious disappearance, flood, water damage, windstorm, or lightning. Such coverage shall have a limit of liability equal to or exceeding the total value of all COUNTY property in the CONTRACTOR'S care, custody, or control at any one time as a result of this Agreement but, in no event shall the limit of liability be less than \$2,000,000 per loss in transit or in temporary storage. Such insurance shall cover COUNTY'S property from time CONTRACTOR'S employee or other representative accepts possession of such property, whether such acceptance occurs on COUNTY premises or not, during all periods of transit, temporary stops, overnight storage on the CONTRACTOR'S premises or elsewhere and such coverage shall continue until COUNTY property is deposited at the location(s) specified in this Agreement. The policy or policies shall be endorsed to name the COUNTY of Riverside as Loss Payee.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Riverside County Purchasing
2980 Washington Street
Riverside, CA 92504

CONTRACTOR:

DUNBAR ARMORED, INC.
50 Schilling Road
Hunt Valley, MD 21031

Signature: _____

Print Name: James P. Hewett JD/MBA

Title: Procurement Contract Specialist

Dated: _____

Signature: _____

Print Name: Russell E. Daniels

Title: Executive Vice President

Dated: _____

EXHIBIT A

SCOPE OF SERVICE

1.0 The County of Riverside (COUNTY) hereby hires Dunbar Armored, Inc., (CONTRACTOR) to provide a courier service, as the agent of COUNTY to pickup and carry, on a regular basis, sealed, one or more Bank approved depository bags and to deliver such bag(s) to the Bank Cash Vault location designated by COUNTY. CONTRACTOR guarantees safe delivery of deposits to designated Cash Vaults. CONTRACTOR shall provide secure and protected transportation of coin, currency, and valuables to and from COUNTY locations and designated banking locations. CONTRACTOR represents that it is qualified with respect to banking regulations and cash transfer procedures.

2.0 CONTRACTOR shall provide a Deposit Tracking System for receipting each pickup/delivery and will provide tracking report(s) as requested.

3.0 CONTRACTOR shall offer County the option to buy out three (3) existing AST 2462 Armor Tech Safes for the amount of \$950.00 each. Each safe is currently rented by WMAC from Dunbar under contract # RIVCO-99010-001-020-07/08.

4.0 All CONTRACTOR personnel used in transportation of valuables must be qualified by the State of California to bear firearms and trained in transporting valuables. CONTRACTOR agrees to implement commercially reasonable security procedures (i.e., identification credentials, pass codes, pass phases, challenge questions and/or test keys which may change from time to time) sufficient to satisfy their respective needs to ensure the authenticity of the authorized individual(s) acting on behalf of CONTRACTOR picking up bag(s) and for the protection and transport of bag(s).

5.0 **Armored Vehicle Transport:** CONTRACTOR must use an Armored Vehicle, which has sufficient capacity to transport the sealed bags, vaults, etc., according to the frequencies required for the various Pick Up and Deliveries as specified below.

6.0 CONTRACTOR's Responsibility for COUNTY Property: CONTRACTOR'S responsibility of the currency, coin, checks, and reports shall begin when said deposit is in the possession of the CONTRACTOR or its employees and shall terminate upon delivery to the designated Bank Cash Vault in compliance with the respective banks protocol and requirements for accepting deposits from armored car services. The COUNTY does not guarantee control over what the exact dollar amount for any one pick-up and delivery of bank deposit. CONTRACTOR will be solely and strictly responsible for losses of currency, checks, and other property of COUNTY (herein referred to as Cash) as provided in this section. "Loss" is herein defined to include theft, holdup, burglary, extortion, defalcation, mysterious disappearance, shortage, and any other type casualty or loss, whether explained or unexplained.

7.0 COUNTY will fully cooperate with CONTRACTOR to assist CONTRACTOR in reconstructing checks if checks are the subject of a loss for which CONTRACTOR is responsible hereunder. Said cooperation will include, without limitation, assisting CONTRACTOR in determining the face amount of said checks and the identity of the check makers and endorsers.

8.0 With respect to any loss of a check for which CONTRACTOR is responsible hereunder, CONTRACTOR will be responsible for all costs, including costs incurred by COUNTY, necessary to reconstruct the checks and to cause payment on the checks to be stopped. In the event payment on the said checks cannot be stopped, either because of unwillingness on the part of the drawer to cause payment to be stopped or because the stop payment order would not be good against holder of the checks, CONTRACTOR will be responsible for the face amount of the check.

EXHIBIT B**PICK-UP/DELIVERY AND PAYMENT SCHEDULES**

The required services include without limitation providing everything necessary to pick up and deliver coin, currency, and other valuables, which are contained in sealed bags, from COUNTY sites as listed below, transport the valuables via armored vehicle, and deliver the valuables to their destinations on the appointed days. Please note that the COUNTY may add or subtract locations as need arises.

Pickup and Delivery Details/Payment Schedule – Public Health Agency**Public Health Agency-Ambulatory FCC-Banning Health Center**

Pick up Location: 3055 W. Ramsey, Banning, CA 92220

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Thursday

Vendors Monthly Rate \$219.00

Public Health Agency-Ambulatory FCC-Corona Health Center

Pick up Location: 505 S. Buena Vista, Corona, CA 92882

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Thursday

Vendors Monthly Rate \$ 219.00

Public Health Agency-Ambulatory FCC-Hemet Health Center

Pick up Location: 880 N. State St., Hemet, CA 92545

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Thursday

Vendors Monthly Rate \$ 219.00

Public Health Agency-Ambulatory FCC-Indio Health Center

Pick up Location: 47-923 Oasis St., Indio, CA 92201

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Thursday

Vendors Monthly Rate \$ 219.00

Public Health Agency-Ambulatory FCC-Jurupa Health Center

Pick up Location: 9415 Mission Blvd., Riverside, CA 92509

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Thursday

Vendors Monthly Rate \$219.00

Public Health Agency-Ambulatory FCC-Lake Elsinore Health Center

Pick up Location: 2499 E. Lakeshore Dr., Lake Elsinore, 92530
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$219.00

Public Health Agency-Ambulatory FCC-Palm Springs Health Center

Pick up Location: 1515 N. Sunrise Way, Palm Springs, CA 92563
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Public Health Agency-Ambulatory FCC-Perris Health Center

Pick up Location: 308 E. San Jacinto Ave., Perris, CA 92570
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Public Health Agency-Ambulatory FCC-RNHC

Pick up Location: 7140 Indiana Ave., Riverside, CA 92504
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly \$182.00

Public Health Agency-Ambulatory FCC-Rubidoux Health Center

Pick up Location: 5256 Mission Blvd., Riverside, CA 92509
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Public Health Agency-HIV/Aids - Sherman

Pick up Location: 3900 Sherman Way, Ste. G, Riverside, CA 92503
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$219.00

Total Monthly Expense Public Health Agency \$ 2,372.00

Pickup and Delivery Details/Payment Schedule – Department of Animal Services

Department of Animal Services - Riverside (Van Buren)

Pick up Location: 6851 Van Buren Blvd., Riverside, CA 92503
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$180.00

Department of Animal Services - Riverside (County)

Pick up Location: 6851 Van Buren Blvd., Riverside, CA 92503
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 180.00

Department of Animal Services - Coachella Valley Campus

Pick up Location: 72-050 Petland Pl., Thousand Palms, CA
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Department of Animal Services - San Jacinto

Pick up Location: 581 Grand Ave., San Jacinto, CA
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Total Monthly Expense Department of Animal Services **\$ 798.00**

Pickup and Delivery Details – Riverside Date Festival:

Riverside Date Festival Administration

Pick up Location: 82503 Hwy 111 Indio, CA
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: T-W-Th
Special: Required daily Pickups during fair (Feb) Second Bank: Bank of America
Vendors Monthly Rate \$195/3 day, \$275/5 day, and \$397.00/7 day

Pickup and Delivery Details/Payment Schedule – Environmental Health Agency

Environmental Health Agency-Fiscal - HAB

Pick up Location: 4065 COUNTY Circle Dr., Ste 403, Riverside, CA 92503
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Environmental Health Agency-EH/DES/HM - Corona

Pick up Location: 2275 S. Main St., Corona, CA 92883
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$219.00

Environmental Health Agency-EH/DES/HM - Hemet

Pick up Location: 800 S. Sanderson, Hemet, CA 92543
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Environmental Health Agency-EH/DES/HM - Indio

Pick up Location: 47-952 Arabia St., Indio, CA 92201
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Environmental Health Agency-EH/DES/HM - Murrieta

Pick up Location: 38740 Sky Canyon Dr., Murrieta, CA 92563
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Environmental Health Agency-EH/DES/HM - Palm Springs

Pick up Location: 554 Paseo Dorotea, Bldg D Palm Springs, CA 92262
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Total Monthly Expense Environmental Health Agency

\$ 1314.00

Pickup and Delivery Details - Department of Public and Social Services (DPSS):

Department of Public and Social Services- Accounts Payable

Pick up Location: 10281 Kidd Street, Riverside, CA 92503
Deliver Location: Union Bank, 8108 Mercury Ct., San Diego, Ca. 92111
Items: Sealed bags, which will contain coin and currency and checks
Frequency: M-Th moves to Monday thru Friday starting 07/12/2012
Vendors Monthly Rate \$ 275.00

Pickup and Delivery Details - Waste Management Department:

Note: Waste Management currently uses a vendor provided computerized depository safe system at all of their locations. Safe buy-out provisions are contained in Section 1.2 of Exhibit A – Scope of Service above. Monthly rates shown below are for COUNTY owned safes.

Waste Management Department - Corona

Pick up Location: 10910 Dawson Canyon Road, Corona CA
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Saturday
Vendors Monthly Rate \$ 398.00 or \$ 878.00 with leased safe

Waste Management Department - Moreno Valley

Pick up Location: 31125 Ironwood Avenue, Moreno Valley, CA
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Saturday
Vendors Monthly Rate \$ 398.00 or \$ 878.00 with leased safe

Waste Management Department - Beaumont

Pick up Location: 16411 Lamb Canyon Road, Beaumont, CA
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Saturday
Vendors Monthly Rate \$ 398.00 or \$ 878.00 with leased safe

Total Monthly Expense Waste Management Facilities \$ 1,194.00 or \$2,634.00

Pickup and Delivery Details - Transportation and Land Mgmt Agency (TLMA):

Transportation and Land Management Agency - Permit Assistance Center

Pick up Location: 38686 El Cerrito Rd., Palm Desert, CA 92211

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Friday

Vendors Monthly Rate \$ 275.00

Total Monthly Expense TLMA

\$ 275.00

Pickup and Delivery Details - Mental Health Agency (RCDMH):

Mental Health Agency - RCDMH Desert Region

Pick up Location: 47-825 Oasis St., Indio, CA 92201

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: 2X/Mo. on Thursday

Vendors Monthly Rate \$ 79.00

Mental Health Agency - Indio Alcohol (DDP)

Pick up Location: 45-596 Fargo St. #6, Indio, CA 92201

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Thursday

Vendors Monthly Rate \$ 215.00

Total Monthly Expense for Mental Health Agency Facilities

\$ 298.00

Pickup and Delivery Details - Sheriff's Department:

Sheriff's Department - Indio

Pick up Location: 46200 Oasis Street, Rm. B15, Indio, CA

Deliver Location: Wells Fargo Vault, 1021 S. Figueroa Ave, Los Angeles, CA

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Friday

Vendors Monthly Rate \$ 275.00

Sheriff's Department - Riverside

Pick up Location: 4095 Lemon Street, 4th Floor, Riverside, CA

Deliver Location: Wells Fargo Vault, 1021 S. Figueroa Ave, Los Angeles, CA

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Friday

Vendors Monthly Rate \$ 275.00

Sheriff's Department - Murrieta

Pick up Location: 30755-D Auld Road, Suite L067, Murrieta, CA

Deliver Location: Wells Fargo Vault, 1021 S. Figueroa Ave, Los Angeles, CA

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Friday

Vendors Monthly Rate \$ 275.00

Sheriff's Department – Coroner Administration Office

Pick up Location: 800 S. Redlands, Perris, CA

Deliver Location: Wells Fargo Vault, 1021 S. Figueroa Ave, Los Angeles, CA

Items: Sealed bags, which will contain coin and currency and checks

Frequency: T and Th

Vendors Monthly Rate \$ 145.00

Total Monthly Expense for Sheriff Facilities

\$ 970.00

Pickup and Delivery Details - Riverside County Regional Medical Center (RCRMC):

RCRMC - Medical Center

Pick up Location: 26520 Cactus Ave, Moreno Valley, CA
Cashiers Department Lower Level

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Friday

Vendors Monthly Rate \$ 275.00

Riverside County Regional Medical Mental Health In-Patient Treatment Center

Pick up Location: 9990 COUNTY Farm Rd., (Pharmacy) Riverside, CA 92503

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Friday

Vendors Monthly Rate \$ 275.00

Riverside Neighborhood Health Clinic

Pick up Location: 7140 Indiana Ave., (Pharmacy) Riverside, CA

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Friday

Vendors Monthly Rate \$ 235.00

Total Monthly Expense for RCRMC Facilities

\$ 785.22

Pickup and Delivery Details - Department of Child Support Services (DCSS):

Department of Child Support Services - Riverside

Pick up Location: 2041 Iowa Avenue, Riverside CA
Deliver Location: Union Bank, Cash Vault, 8108 Mercury Ct. San Diego, CA
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Department of Child Support Services - San Jacinto

Pick up Location: 1370 S. State St., San Jacinto, CA 92583
Deliver Location: Union Bank, Cash Vault, 8108 Mercury Ct. San Diego, CA
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Department of Child Support Services - Indio

Pick up Location: 47-950 Arabia St., Indio, CA 92201
Deliver Location: Union Bank, Cash Vault, 120 W. San Pedro, Los Angeles, CA
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Total Monthly Expense for DCSS Facilities **\$ 825.00**

Pickup and Delivery Details - Assessor Clerk Record

Assessor Clerk Recorder - Gateway Dr. - Riverside

Pick up Location: 2724 Gateway Drive, Riverside, CA 92507
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Friday
Vendors Monthly Rate \$ 275.00

Assessor Clerk Recorder - Hemet

Pick up Location: 3880 North State St., Hemet, CA 92543
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Assessor Clerk Recorder - Temecula

Pick up Location: 41002 County Center Dr. #230, Temecula CA 92591
Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755
Items: Sealed bags, which will contain coin and currency and checks
Frequency: Monday thru Thursday
Vendors Monthly Rate \$ 219.00

Assessor Clerk Recorder - Indio

Pick up Location: 82675 Hwy 111, Rm 113, Indio, CA 92201

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Friday

Vendors Monthly Rate \$ 275.00

Assessor Clerk Recorder - CAC - Riverside

Pick up Location: 4080 Lemon St., Riverside, CA 92501

Deliver Location: Union Bank, 1980 Saturn St. Monterey Park CA 91755

Items: Sealed bags, which will contain coin and currency and checks

Frequency: Monday thru Thursday

Vendors Monthly Rate \$ 219.00

Total Monthly Proposal for Assessor Clerk Recorder Facilities \$ 1,207.00