* + - 1. This Participating Addendum is made and entered into as of [add month/day/year] (“Participating Addendum Effective Date”) by and between the **Superior Court of California, County of** [add Court name](“JBE”) and **Garda CL West, Inc.** (“Contractor”) pursuant to Master Agreement MA-201605 (“Master Agreement”) dated May 22, 2017 between the **Judicial Council of California** (“Judicial Council”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.
      2. This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
      3. Under this Participating Addendum, the JBE may at its option request Contractor to provide Goods and Services under the terms and conditions of the Master Agreement by issuing a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in the Master Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such purchase orders.
      4. The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Judicial Council or any other Participating Entity. The Judicial Council shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Judicial Council makes no guarantees, representations, or warranties to any Participating Entity.
      5. Pricing for the Work shall not exceed the prices set forth in the Master Agreement.
      6. The term of this Participating Addendum shall be from the Effective Date until: [*add month/day/year – may not exceed the term of the Master Agreement*].
      7. The Contract Amount for this Participating Addendum shall not exceed $[*add Contract Amount*] for the term of this Participating Addendum.
      8. The JBE hereby orders, and Contractor hereby agrees to provide, same day armored car pickup and delivery services as described below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Pickup Location (name, address and city)** | **Delivery Point (name of banking institution, address and city** | **Maximum Liability Amount** | **Service Frequency & time** | **Base Rate** |
| [*add applicable information to this table*] |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Additional Fees *(not included in Appendix B, Payment Provisions of the Master Agreement)*:** [List any additional costs or fees not included in Appendix B of the Master Agreement, such as an additional service described in the Participating Addendum, or indicate “Not Applicable”.] | | | | |

Pricing for Locations Listed in Attachment B-1, Service Area Locations and Rates of the Master Agreement: Pricing for locations listed above will not be greater than the pricing listed in the Master Agreement for such locations.

Pricing for Locations Not Listed in Attachment B-1, Service Area Locations and Rates of the Master Agreement: The JBE may add specific JBE locations that are not included in Attachment B-1, Service Area Locations and Rates of the Master Agreement, including locations that were outside of Contractor’s service area at the time Contractor entered into the Master Agreement. Pricing for such locations will be no greater than the pricing Contractor provided to the JBE in the Request for Offer submitted to the JBE pursuant to Appendix A of the Master Agreement.

* + - 1. Bank Delivery Location. Pickups shall be delivered to [Insert bank delivery location.]
      2. Court Holidays. Services will not be required on bank holidays as listed section 3.3 of Appendix A, Goods and Services in the Agreement and on court holidays as listed below:
* [List any other holidays]
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_
  + - 1. Special Instructions. [Insert any special instructions related to the services that may be required.]
      2. Additional Conditions. [Insert additional terms and conditions that may be applicable. Note that additional terms and conditions may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement.]
      3. Notices. Any notices must be sent to the following address and recipient:

|  |  |
| --- | --- |
| **If to Contractor:** | **If to the JBE:** |
| Garda CL West, Inc.  2000 NW Corporate Blvd  Boca Raton, FL 33431  Attn: Contracts Department  With a copy to:  Same address  Attn: Legal Department | Superior Court of [Insert Court Name] County  Attn: [Insert Name]  [Insert court address] |

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

* + - 1. This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

|  |  |
| --- | --- |
| **SUPERIOR COURT OF CALIFORNIA,**  **COUNTY OF** [Insert Court Name] | **GARDA CL WEST, INC.** |
| By (Authorized Signature)  ✍ | By (Authorized Signatures)  ✍ |
| PRINTED NAME AND TITLE OF PERSON SIGNING  [Insert name and title] | PRINTED NAME AND TITLE OF PERSON SIGNING  [Insert name and title] |
| DATE EXECUTED | DATE EXECUTED |
| ADDRESS  **Superior Court of [**Insert Court Name**]** **County**  **Attn:** [Insert Name]  [Insert court address**]** | ADDRESS  2000 NW Corporate Blvd.  Boca Raton, FL 33431 |