JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET

MASTER AGREEMENT NUMBER	AMENDMENT NUMBER
MA-201604	**2**
	FEDERAL EMPLOYER ID NUMBER
	36-2478302 (Brink's, Incorporated)

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Master Agreement referenced above (the "Agreement"). As set forth in the Agreement, the term "Contractor" refers to **Dunbar Armored, Inc.** and the term "Judicial Council" or "State" refers to the **Judicial Council of California**.

2. This Amendment becomes effective on **March 11, 2020**.

3. In 2019 Contractor was acquired by **Brink's, Incorporated** ("Brink's, Incorporated"). Contractor assigned all of its rights and obligations under the Agreement to Brink's, Incorporated. The Agreement requires that Contractor obtain the Judicial Council's written consent prior to assignment of the Agreement (see Appendix C - General Provisions, paragraph 9, Assignment and Subcontracting). The Judicial Council has agreed to such assignment. The parties agree that this Amendment incorporates the provisions below.

4. This assignment and assumption agreement ("Assignment") is made as of **March 11, 2020** (the "**Assignment Date**") between the Judicial Council and Brink's, Incorporated regarding the Agreement.
   a. **Assignment and Assumption.** Contractor hereby fully and forever assigns all of its rights, interests, duties and obligations in, to and under the Agreement to Brink's, Incorporated. Brink's, Incorporated, for good and valuable consideration, hereby accepts Contractor's assignment, and assumes and agrees to perform all the duties and obligations of Contractor arising under the Agreement from and after the Assignment Date. With respect to all rights and obligations arising from and after the Assignment Date, the term "Contractor" in the Agreement will refer to Brink's, Incorporated.
   b. **Consent.** Judicial Council consents to the assignment and assumption of the Agreement from Contractor to Brink's, Incorporated pursuant to this Assignment and acknowledges that the Agreement will remain in full force and effect in accordance with its terms, as modified in this Assignment. This Assignment will apply to, bind, and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns, from and after the Assignment Date.
   c. The parties agree that this Assignment represents the parties' entire understanding regarding its subject matter.

5. The parties hereby agree to reinstate the Agreement, the term of which expired on **August 31, 2019**.

6. The parties agree to amend the Agreement as follows:
   a. Pursuant to Appendix C, General Provisions, Paragraph 5, Option Term, the Judicial Council hereby exercises its option to extend this Master Agreement for the **Second** Option Term period beginning **September 1, 2019** and ending **August 31, 2020**. The expiration date of the Master Agreement is hereby changed from **August 31, 2019** to **August 31, 2020**.
   b. **Appendix A, Goods and Services** is hereby deleted in its entirety and replaced with **Appendix A, Goods and Services – Revision 1**, attached hereto and incorporated herein.
   c. **Appendix B, Payment Provisions** is hereby deleted in its entirety and replaced with **Appendix B, Payment Provisions – Revision 1**, attached hereto and incorporated herein.
   d. **Appendix C, General Provisions** is hereby deleted in its entirety and replaced with **Appendix C, General Provisions – Revision 1**, attached hereto and incorporated herein.
   e. **Appendix D, Defined Terms** is hereby deleted in its entirety and replaced with **Appendix D, Defined Terms – Revision 1**, attached hereto and incorporated herein.
   f. **Appendix E, Sample Participating Addendum** is hereby deleted in its entirety and replaced with **Appendix E, Sample Participating Addendum – Revision 1**, attached hereto and incorporated herein.
   g. **Appendix F, Unruh Civil Rights Act and California Fair Employment and Housing Act Certification** is attached hereto and incorporated herein.
   h. **Exhibit B-1, Service Area Locations and Rates – Revision 1** is hereby deleted in its entirety and replaced with **Exhibit B-1, Service Area Locations and Rates – Revision 2** attached hereto and incorporated herein.

7. The parties agree that except as provided in this Amendment, all terms and conditions of the Agreement, as previously amended, remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	**Brink's, Incorporated**
BY *(Authorized Signature)* Tracy Matthews	BY *(Authorized Signature)*
PRINTED NAME AND TITLE OF PERSON SIGNING Tracy Matthews, Supervisor, Contracts	**PRINTED NAME AND TITLE OF PERSON SIGNING** Seth McElroy, Senior Director Administration
DATE EXECUTED 03/12/2020	**DATE EXECUTED** 3/11/2020
ADDRESS Attn: Branch Accounting and Procurement | Administrative Division 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	**ADDRESS** 555 Dividend Drive Coppell, TX 75019

Appendix A – Revision 1

Goods and Services

1. Background, Purpose, and Ordering.

This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. "Work" shall mean the Goods and Services as further described in Sections 2 and 3 below. This Agreement does not obligate a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of orders.

1.1 Each JBE shall have the right to place orders under this Agreement for any of the Work. JBE's interested in participating pursuant to this Agreement, may submit a Request for Offer (RFO) to Contractor or proceed to enter into a Participating Addendum, as set forth below in section 1.3. If Contractor receives an RFO, Contractor will respond to the RFO within five business days. Contractor's response must include pricing for each location where Contractor is able to provide the requested Work plus any additional fees. Pricing cannot exceed the rates set forth in Exhibit B-1, Service Area Locations and Rates.

1.2 The RFO may request pricing for locations not listed in Exhibit B-1, Service Area Locations and Rates including locations outside of Contractor's service area at the time Contractor entered into this Agreement.

1.3 If the JBE determines the Contractor's response and/or this Agreement provides the best value to the JBE, the parties will enter into a Participating Addendum, substantially in the form of Appendix E to this Agreement ("Sample Participating Addendum"). After a Participating Addendum has been presented to Contractor by a JBE, Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.

1.4 Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of this Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. The Contractor shall promptly provide the Judicial Council's project manager with a fully-signed copy of each Participating Addendum between the Contractor and a Participating Entity.

1.5 Under a Participating Addendum, the JBE may at its option request Contractor to provide Work under the terms and conditions of this Agreement and the Participating Addendum 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 this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such purchase orders.

1.6 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Judicial Council shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Judicial Council makes no guarantees, representations, or warranties to any Participating Entity.

1.7 This Agreement is a nonexclusive agreement. The Judicial Council may have other agreements for the same or similar Work and each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

2. Goods

2.1 Description of Goods. As agreed between Contractor and the JBE under a Participating Addendum, Contractor shall provide to the JBEs all needed supplies, including but not limited to: manifests, deposit bags, pick-up sheets, receipt books, tags and forms ("Goods") free and clear of all liens, claims, and encumbrances, and in accordance with this Agreement.

2.2 Warranties. Contractor warrants to the JBEs that the Goods will be merchantable for their intended purposes, free from all defects in materials and workmanship, in compliance with all applicable specifications and documentation, and to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

3. Services.

3.1 Description of Services. As ordered by each JBE under a Participating Addendum, Contractor shall perform the services ("Services") as described herein.

A. General Description

(1) Judicial Branch Entities may order the pick-up and drop-off of bank deposits to designated banks and financial institutions, under this Agreement by entering into a Participating Addendum.

(2) Pricing for the requested Services shall not exceed the prices set forth in this Agreement. Each Judicial Branch Entity may require a site visit to clarify requirements prior to finalizing a Participating Addendum.

B. Routing Schedule

(1) Contractor will provide the requested Services Monday through Friday from 8:00 a.m. to 5:00 p.m. Contractor will accommodate changes within one week or less of notification. Such changes may include adding, deleting or moving departments or locations from the routing schedule and changes to the Judicial Branch Entity's hours of operation, as the need arises.

(2) Each Judicial Branch Entity will indicate the specific days and hours when the requested Service is to be provided in the Judicial Branch Entity's Participating Addendum. No pick-ups will be required on court or bank holidays. Contractor requires notification of schedule changes one week in advance.

(3) Contractor will invoice for scheduled pickups that have been completed. Additionally, if the Judicial Branch Entity did not notify Contractor in advance of a schedule change and fails to have one of its deposits available for pickup at the designated time and the bag(s) are carried forward to the next business day's scheduled pickup, Contractor will invoice for both scheduled days.

(4) Contractor will establish procedures to ensure that all bank deposit bags are tracked, inventoried, and delivered promptly to the correct bank or financial institution as designated on the bag. Should an error occur such as incorrect delivery or loss, Contractor will provide verbal notice of the error to the appropriate Judicial Branch Entity immediately upon discovery, with written notification provided within one business day.

(5) Contractor agrees that pick-ups suspended by Contractor due to an act of Force Majeure, will not be invoiced to the Judicial Branch Entity and pick-ups suspended by the Judicial Branch Entity due to an Emergency will also not be invoiced.

C. Materials/Deposit Bags

(1) Contractor will make all needed supplies (supply items) available, including but not limited to; manifests, receipt books, deposit bags, pick-up sheets, tags and forms for all locations. Materials supplied must comply with all requirements as specified by the Judicial Branch Entity's financial institution. Judicial Branch Entities may contact Contractor at https://brinkscomplete.com/ to order supply items.

(2) Contractor will notify the Judicial Council's Project Manager and all Judicial Branch Entities of any changes to supply items during the term of this Agreement prior to official use of same. Replaced supply items shall be the same quality or better than that originally proposed. Judicial Branch Entities will not be charged for any cost incurred in changing supplies.

(3) Contractor will provide no less than a one month's supply of the supply items at each facility for Judicial Branch Entities participating in this Agreement, prior to commencement of Work. Refill orders shall be the responsibility of each Judicial Branch Entity. Supply items shall be delivered within three business days of the request.

D. Deposit Pick-Up Procedure

(1) Contractor's standard wait time for the Judicial Branch Entity to provide the sealed bank deposit bag to Contractor's carrier personnel is five minutes. Standard wait time will begin when Contractor's carrier personnel has exited the vehicle. Contractor's carrier personnel will document the wait time on a daily basis. Contractor will only invoice an additional charge no greater than the amount specified in Appendix B, Payment Provisions if the Judicial Branch Entity exceeds the standard wait time. Such documentation will be made available to the Judicial Branch Entity upon request if Contractor invoices the Judicial Branch Entity for additional wait time.

(2) Contractor will pick up, receive from, and/or deliver to the Judicial Branch Entity, securely sealed or locked shipments that may contain any or all of the following: currency, coin, checks, securities, or other valuables. Contractor will verify the security of the shipment and notify the Judicial Branch Entity representative if the shipment container(s) does not appear to be securely locked or sealed prior to acceptance.

(3) Contractor will work with the Judicial Branch Entity and their respective law enforcement entity to determine the best location to handle the transfer of the sealed deposit bag from the Judicial Branch Entity to Contractor's carrier personnel.

(4) At the time of pickup, the Judicial Branch Entity will provide a log with the date, the number of items to be picked up and the bag number. Contractor's carrier personnel will add the route number, date, and time of pickup to the log and then sign the log indicating receipt of such items.

(5) Contractor will be solely liable for the security and contents of the deposit/bags immediately upon receipt into Contractor's possession. Contractor's liability ceases upon receipt of signature from an authorized employee at the receiving location.

E. Deposit Drop-off Procedure

(1) Contractor will strictly adhere to the deposit drop off time designated by the Judicial Branch Entity's Participating Addendum. At the time of deposit delivery to the Judicial Branch Entity's financial institution, Contractor's carrier personnel will be required to sign and retain a copy of the time stamped bank's deposit manifest, as proof of deposit delivery. The Judicial Branch Entity may request, and Contractor will provide, a copy of the deposit bank's deposit manifest at any time within five years of the deposit pick up date at no additional cost.

(2) Contractor will ensure that the proper standard and industry specific controls are in place to prevent any tampering of bags and their contents.

F. Staffing

(1) Contractor's employees authorized to pick up and sign for deposits will wear an identification badge complete with a holographic image of the employee at all times.

(2) Deposits shall not be released to an individual without the appropriate identification badge. The Judicial Branch Entity at its discretion, reserves the right to verify the identification information of the person performing the pick-up prior to release of a deposit.

(3) In the event that Contractor's personnel does not provide proper identification as required to the Judicial Branch Entity's staff and pick-up is refused, Contractor will be required to immediately dispatch properly credentialed staff for deposit pick-up at no additional cost.

(4) Contractor's toll-free number for inquiries and customer service is 844-818-6210.

(5) Contractor will appoint a dedicated senior level individual and a qualified back-up, as the Contractor's representative for the entire period of this Agreement to act as a liaison with the Judicial Council and Judicial Branch Entities. This representative shall be solely responsible for ensuring that Contractor complies with the requirements of this Agreement, implements the instructions of the Judicial Council and resolves issues that may arise on a day-to-day basis during the term of the Agreement. All staffing replacements must match or exceed the qualifications and level of experience of the assigned representative.

(6) Contractor certifies that all employees, subcontractors, independent contractors assigned to work under this Agreement carry the required insurance and have successfully passed a criminal background check and drug test, consistent with the Judicial Branch Entity's requirements, prior to assignment.

G. Claims

(1) The Judicial Branch Entities participating under the Master Agreement agree to maintain a complete record as to maker and amount of all checks placed in any shipment given to Contractor and in case of loss to diligently attempt to substantiate and assist in establishing the identity of any property lost, damaged or destroyed constituting part of any loss. Contractor shall bare sole responsibility in the event of loss from whatever cause.

(2) Contractor's responsibility shall include payment to the Judicial Branch Entity of:

(a) Declared value as appears on the deposit documentation.

(b) Costs necessary for check reconstruction, including stop payment fees, postage, labor plus any other reasonable costs in replacing checks up to $2 million dollars per occurrence.

(c) The face value of checks that cannot be reconstructed with a limit of $5,000 per occurrence.

It is understood and agreed by the parties to the Master Agreement that the words "reconstruct", "reconstructed", and "reconstruction" shall mean the process used to identify the checks only to the extent of determining the face amount of the checks and the identity of the maker and/or the endorser of same.

(3) Upon discovery of a claim for loss under this Agreement, the Judicial Branch Entity shall immediately report the loss to the appropriate law enforcement agency and shall maintain and preserve all evidence.

(4) The Judicial Branch Entity shall provide written notice of the claim to Contractor within ten days after discovery of the loss. In no event will such notice be provided in less than sixty days

after the date that Contractor has picked up the funds, securities, instruments and/or valuable articles in connection with such claim. All claims against Contractor relating to the lost items are deemed to be waived and released if the Judicial Branch Entity does not comply with these conditions,

(5) All claims will include proof of loss documentation. The Judicial Branch Entity agrees to promptly and diligently cooperate with Contractor in the identification and replacement of lost, destroyed or stolen checks. Cooperation shall include requests to makers of the missing checks to issue duplicates; in the event the makers refuse to do so, the Judicial Branch Entity agrees to assert all legal and equitable rights against said makers, to the extent applicable, or to subrogate such rights to Contractor and its assigns.

(6) Payment terms for claims paid by Contractor shall be Net 10 and shall be issued to the Judicial Branch Entity for the face value of the claim with a limit of $5,000 per occurrence for the face value of checks that cannot be reconstructed. Contractor will also be liable for interest payable at the most recent California State Treasurer's Office Local Agency Investment Fund interest rate on lost or mishandled funds not resolved within five business days. This interest payable sum shall be computed by the associated Judicial Branch Entity from the date of the original occurrence.

(7) Monies paid by Contractor for claims will be eligible for refund should resolution show that Contractor was not liable for the claim.

(8) It is understood and agreed that Contractor shall not be responsible for any loss or damage caused by hostile or warlike action, civil disorders or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action, civil disorders or governmental seizure" is understood by JBE and Contractor to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states.

H. Additional Services

(1) If requested, Contractor may provide additional services that are related to the general services provided under this Agreement, including but not limited to, the delivery of change to the Judicial Branch Entity.

(2) The Judicial Branch Entity may include its request for such additional services in the Request for Offer submitted to Contractor. Contractor's response to the Request for Offer will include the cost, if any, for such additional service.

(3) The Participating Addendum will include the description and cost, if any, of the requested additional service.

I. Reports

(1) Program Reports: Contractor will provide a quarterly program report that includes a list of Judicial Branch Entities participating in this Agreement with a cumulative listing of all issues

reported, date of resolution and/or detailed status of all pending issues to the Judicial Council. The Judicial Council may request additional information from time to time.

(2) Judicial Branch Entity Reports: Individual reports shall be made available to Judicial Branch Entities as requested. Such reports may include but are not limited to:

- Invoice Reports
- Issues Reports
- Delivery Reports

3.2 Acceptance Criteria. The Services must meet the JBE's requirements as set forth in the Participating Addendum and this Agreement. The JBE may use the Dispute Resolution process outlined in paragraph 7 of Appendix C, General Provisions, to reject Services that do not meet such requirements. Contractor will not be paid for any rejected Services.

3.3 Timeline. Unless otherwise modified by the Judicial Branch Entity's Participating Addendum, Contractor will perform the Services Monday through Friday, from 8:00 a.m. – 5:00 p.m. (PST) at specific times to be mutually agreed upon by Participating Entity and Contractor. Services will not be required on bank holidays and court holidays. Court holidays will be listed in the JBE's Participating Addendum. Bank holidays are listed below:

- New Years' Day
- Martin Luther King, Jr., Day
- Lincoln's Birthday
- Washington's Birthday
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

3.4 Project Managers. Each JBE may designate a project manager. A JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. The Judicial Council's project manager is Jeff Utberg, Analyst – Contracts. The Judicial Council may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is Daphne Malave. Subject to written approval by the Judicial Council, Contractor may change its project manager without need for an amendment to this Agreement.

3.5 Service Warranties. Contractor warrants to the JBEs that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that the Services will conform to the requirements of this Agreement and all applicable specifications and documentation. In the event any Service does not to conform

to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

3.6 Resources. Contractor is responsible for providing any and all facilities, materials and resources (including personnel, vehicles, equipment, tools and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

3.7 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all Judicial Council-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.

3.8 Stop Work Orders.

A. Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.

B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in the delivery schedule and the Participating Addendum shall be modified, in writing, accordingly, if:

i. The Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and

ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

C. The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

3.9 Acceptance or Rejection. All Goods and Services are subject to acceptance by each Judicial Branch Entity. The Judicial Branch Entity may reject any Goods or Services that (i) fail to meet applicable requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Judicial Branch Entity). If the Judicial Branch Entity rejects any Good or Service (other than for late performance or delivery), Contractor shall modify such rejected Good or Service at no expense to the Judicial Branch Entity to correct the relevant deficiencies. The Judicial Branch Entity may terminate the portion of their Participating Addendum that relates to a rejected Good or Service at no expense to the Judicial Branch Entity if the Judicial Branch Entity rejects that Good or Service (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

End of Appendix A – Revision 1

Appendix B – Revision 1

Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix B shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

2. **Compensation for Goods.** Goods, including but not limited to manifests, receipt books, deposit bags, pick-up sheets, tags and forms, will be invoiced at the rates quoted by Contractor at the time the Judicial Branch Entity contacts the toll free number to order the supply items.

3. **Compensation for Services.**

   3.1 Base Rates. Contractor's service area locations and base rates are set forth in Exhibit B-1, Service Area Locations and Rates. Each Participating Addendum will include specific locations and base rates applicable to the Judicial Branch Entity signing the Participating Addendum. Such rates shall not be greater than the rates set forth in Exhibit B-1, Service Area Locations and Rates. Contractor will invoice each Judicial Branch Entity at the rates set forth in its Participating Addendum.

   3.2 Additional Fees.

   (A) Ten Item Limit: If Contractor pickups up more than ten items per pickup, Contractor will invoice an additional **$2.00 per item over the ten-item limit**.

   (B) Excess Time**:** If the Judicial Branch Entity exceeds the standard wait time as described in Appendix A, Goods and Services, section 3.D(1), Contractor will only invoice an additional charge of **$3.00 per minute for the additional time over the standard wait time**.

   (C) Daily Deposit Liability: If the JBE's Participating Addendum indicates a maximum deposit liability greater than $100,000 per day, Contractor will invoice an additional Excess Liability charge of **$0.25 per every $1,000 above the $100,000 maximum**.

   (D) Fuel Surcharge: In addition to the monthly fee set forth in Exhibit B-1, Service Area Locations and Rates a fuel surcharge will be applied each month. The Brinks Fuel Matrix set forth below is the table from where the surcharge is derived. The new surcharge (if the price of fuel increases or decreases) will be charged for that month and the adjustment will be automatic.

Fuel Surcharge Schedule					
Minimum	**Maximum**	**Surcharge**	**Minimum**	**Maximum**	**Surcharge**
$0.01	$2.50	6.25%	$3.76	$3.80	12.75%
$2.51	$2.55	6.50%	$3.81	$3.85	13.00%
$2.56	$2.60	6.75%	$3.86	$3.90	13.25%
$2.61	$2.65	7.00%	$3.91	$3.95	13.50%
$2.66	$2.70	7.25%	$3.96	$4.00	13.75%
$2.71	$2.75	7.50%	$4.01	$4.05	14.00%
$2.76	$2.80	7.75%	$4.06	$4.10	14.25%
$2.81	$2.85	8.00%	$4.11	$4.15	14.50%
$2.86	$2.90	8.25%	$4.16	$4.20	14.75%
$2.91	$2.95	8.50%	$4.21	$4.25	15.00%
$2.96	$3.00	8.75%	$4.26	$4.30	15.25%
$3.01	$3.05	9.00%	$4.31	$4.35	15.50%
$3.06	$3.10	9.25%	$4.36	$4.40	15.75%
$3.11	$3.15	9.50%	$4.41	$4.45	16.00%
$3.16	$3.20	9.75%	$4.46	$4.50	16.25%
$3.21	$3.25	10.00%	$4.51	$4.55	16.50%
$3.26	$3.30	10.25%	$4.56	$4.60	16.75%
$3.31	$3.35	10.50%	$4.61	$4.65	17.00%
$3.36	$3.40	10.75%	$4.66	$4.70	17.25%
$3.41	$3.45	11.00%	$4.71	$4.75	17.50%
$3.46	$3.50	11.25%	$4.76	$4.80	17.75%
$3.51	$3.55	11.50%	$4.81	$4.85	18.00%
$3.56	$3.60	11.75%	$4.86	$4.90	18.25%
$3.61	$3.65	12.00%	$4.91	$4.95	18.50%
$3.66	$3.70	12.25%	$4.96	$5.00	18.75%
$3.71	$3.75	12.50%			

The Brink's Fuel Surcharge schedule is valid from **January 1, 2018 until otherwise advised**. Brink's reserves the right to change the Fuel Surcharge at any point and with or without notice. The fuel prices are based on the U.S. Department of Energy, Energy Information Administration and Retail On-Highway Diesel Fuel prices reported monthly. Every additional $0.05 increase in fuel price results in an additional 0.25% in surcharge. Specific terms and conditions apply.

3.3 **Price Increases.** All pricing shall remain fixed for the Initial Term of this Agreement. If the Judicial Council elects to extend the term of this Agreement, the price adjustment factors will be used during the option period(s) and the price adjustments will be set forth in a written amendment to this Agreement. Any agreed-upon price adjustment may not exceed during any one-year option period the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics.

3.4 **Additional Services.** In the event the Judicial Branch Entity requests additional services that are related to the general services provided under this Agreement, including but not limited to, the delivery of change, the Participating Addendum will include the description and cost, if any, of the requested additional service.

3.5 **No Advance Payment.** The JBEs will not make any advance payments.

3.6 **Overtime Rates.** Contractor shall not charge nor shall the Participating Entities pay any overtime rate.

4. **Expenses.** Contractor shall not request nor shall the Participating Entities be required to reimburse any expense, including but not limited to, travel expense, time spent for non-production work, time spent traveling to and from the pickup locations or any living expenses.

5. **Invoicing and Payment**

5.1 **Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

5.2 **Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Work, in accordance with the terms of this Agreement and the applicable Participating Addendum. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.

5.3 **No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice or Work. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.

6. **Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

End of Appendix B – Revision 1

Appendix C – Revision 1

General Provisions

1. **Provisions Applicable to Services**

   1.1 **Qualifications.** Contractor shall assign to each Participating Entity only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If a JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to such JBE.

   1.2 **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.

   1.3 **Background Checks.** Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.

2. **Contractor Certification Clauses.** Contractor certifies to the JBEs that the following representations and warranties, which shall apply to this Agreement and any Participating Addendum, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBEs if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

   2.1 **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement and any Participating Addendum, and Contractor's signatory has authority to bind Contractor to this Agreement and any Participating Addendum.

   2.2 **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs.

   2.3 **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement (or any Participating Addendum) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participating Addendum).

   2.4 **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

2.5 No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement and any Participating Addendum does not create a material conflict of interest or default under any of Contractor's other contracts.

2.6 No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations.

2.7 Compliance with Laws Generally. Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement and any Participating Addendum.

2.8 Drug Free Workplace. Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

2.9 No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement (and any Participating Addendum), and Contractor takes all reasonable steps to prevent harassment from occurring.

2.10 Noninfringement. The Goods and Services, and Contractor's performance under this Agreement (and any Participating Addendum) do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.

2.11 Nondiscrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

2.12 National Labor Relations Board Orders. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3. Insurance

3.1 Basic Coverage. Contractor shall provide to the Judicial Council and each Participating Entity and maintain at the Contractor's expense the following insurance during the Term:

A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal

and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least $2,000,000 per occurrence and with annual aggregate limits as set forth in section 3.3 below.

B. *Workers Compensation and Employer's Liability.* The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of $1,000,000 with limits not less than $1,000,000 for each accident, $1,000,000 as the aggregate disease policy limit, and $1,000,000 as the disease limit for each employee.

C. *Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to the operation, use, loading, or unloading of a motor vehicle used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired assigned to or used in connection with the Work. The policy must provide limits of liability of not less than $2,000,000 for each accident.

D. *All Risk Armored Car Cargo Insurance.* Armored car cargo insurance with limits of not less than $2,000,000 per occurrence and annual aggregate to cover loss or damage to currency, coin, checks, securities, or other property placed into the care, custody and control of the Contractor by the Judicial Council of California or any Superior Court of California, whether in transit or storage resulting in or from:

(1) The theft, disappearance or destruction of money, securities, and property, including, the cost of check reconstruction,

(2) Dishonest or fraudulent acts, including forgery and alteration,

(3) Loss or damage to locked safe, vault, or cash box in the possession of the Contractor.

3.2 Umbrella or Excess Liability Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and excess liability or umbrella liability insurance.

3.3 Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

3.4 Deductibles and Self-Insured Retentions. Contractor shall declare to each Participating Entity all deductibles and self-insured retentions that exceed $100,000 per occurrence. Deductibles and self-insured retentions do not limit Contractor's liability.

3.5 Additional Insured Endorsements. Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Judicial Council, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees).

3.6 Certificates of Insurance. Before Contractor begins performing Services, Contractor shall give the Participating Entity (and on request, the Judicial Council) certificates of insurance attesting to the existence of coverage. Where applicable, each certificate of insurance and signed insurance policy endorsement shall specifically provide verification that the Judicial Council, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees have been added as additional insureds on the insurance policy being referenced.

3.7 Endorse for Material Change or Cancellation. All insurance policies required under this "Basic Coverage" section shall be endorsed to provide that coverage will not be materially changed or cancelled without thirty (30) days prior written notice to the Judicial Council.

3.8 Notice of Cancellation, Termination or Amendment. Contractor shall immediately notify the Judicial Council and all Participating Entities should any Basic Coverage insurance policy be canceled, terminated, or amended to reduce coverage within thirty (30) days' prior written notice to such change taking place.

3.9 Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A – VII or better and be approved to do business in the State of California.

3.10 Required Policy Provisions. Each policy must be endorsed to provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by the State of California, any Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) the Contractor and each insurer waives any right of recovery or subrogation it may have against State of California, the Judicial Council, any Participating Entity, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

3.11 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

3.12 Consequence of Lapse. If required insurance lapses during the Term, the JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

4. **Indemnity.** Contractor will defend (with counsel reasonably satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel (as defined in Appendix D, Defined Terms) against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with: (i) a latent or patent defect in any Goods; (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement; (iii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum; and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any

Participating Addendum, and acceptance of any Goods or Services. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

5. **Option Term.** The Judicial Council may elect to extend the term of this Agreement for up to three consecutive one-year terms (each an "Option Term"), at the end of which Option Terms this Agreement shall expire. In order to exercise an Option Term, the Judicial Council will send Notice to Contractor prior to the end of the Initial Term.

6. **Tax Delinquency.** Contractor must provide notice to the JBEs immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Judicial Council may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below (and each JBE may terminate its Participating Addendum immediately "for cause" pursuant to Section 7.2 below) if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

7. **Dispute Resolution**

7.1 Informal Resolution:

A. Contractor and the Establishing Judicial Branch Entity or, as applicable, Contractor and a Participating Entity will attempt, in good faith, to resolve informally any disputes under this Agreement or a Participating Addendum. If the dispute involves this Agreement, Contractor must meet with the Judicial Council's Project Manager to discuss the matter and any actions necessary to resolve the dispute informally. If the dispute involves a Participating Addendum, Contractor must meet with the Participating Entity's designated project manager to discuss the matter and any actions necessary to resolve the dispute informally.

B. If the Participating Entity and Contractor are unable to resolve the dispute as described above then the Finance Director (or equivalent) of the Participating Entity and Contractor will meet to discuss the matter and any actions necessary to resolve the dispute informally.

7.2 Escalation:

A. If the dispute is not resolved informally as described above, then either party to the dispute may issue a written notice of dispute to the other party. Following the issuance of such notice, each party's designated representative will meet to exchange information and attempt resolution within fifteen (15) days of receipt of such notice. If a Participating Entity is a party to the dispute, Contractor must also provide a copy of such notice to the Judicial Council's Project Manager.

B. Each party to the dispute will comply with reasonable requests for additional information. Any additional information will be provided to the requesting party within fifteen (15) days after receipt of a written request from the requesting party, unless otherwise agreed.

7.3 Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.

7.4 Performance During Dispute Resolution. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including any Work under dispute, unless otherwise directed. Contractor's failure to diligently proceed with the Work will be considered a material breach of this Agreement.

8. Termination

8.1 Termination for Convenience. The Judicial Council may terminate, in whole or in part, this Agreement (and a Participating Entity may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Judicial Council (and regarding a Participating Addendum, except as otherwise directed by the Participating Entity), Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.

8.2 Termination for Cause. The Judicial Council may terminate this Agreement, in whole or in part, immediately "for cause" (and a Participating Entity may terminate a Participating Addendum, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

8.3 Termination for Changes in Budget or Law. Each Participating Entity's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or a Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Judicial Council may terminate this Agreement (and any Participating Entity may terminate a Participating Addendum), and each Participating Entity may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Participating Entity if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Judicial Council determines that Contractor's performance under this Agreement (or a Participating Entity determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws.

8.4 Rights and Remedies.

A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Judicial Council and the affected Participating Entities immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement (or a Participating Addendum). If Contractor is in default: (i) a Participating Entity may withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement; (ii) a JBE may require Contractor to enter into nonbinding mediation; (iii) the Judicial Council may exercise, following Notice, the Judicial Council's right of early termination of this Agreement (and a Participating Entity may exercise its right of early termination of a Participating Addendum) as provided herein; and (iv) a JBE may seek any other remedy available at law or in equity.

B. *Replacement.* If the Judicial Council terminates this Agreement (or if a Participating Entity terminates a Participating Addendum) in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision, in no event shall the excess cost to the JBEs for such goods and services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the JBEs. Contractor shall continue any Work not terminated.

C. *Participating Addenda.* The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by a Participating Entity, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed by its terms or is terminated as provided in this Section 8; provided, however, that the term of such Participating Addendum may not extend beyond the Expiration Date of this Agreement. Issuance and acknowledgement of any Participating Addendum (as evidenced by the Participating Entity's and Contractor's signature on the Participating Addendum) must be completed before the termination or expiration of this Agreement.

8.5 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the Judicial Council, and the Participating Entities which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations that by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

9. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement (including any Participating Addendum), in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Judicial Council. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

10. Notices. Notices must be sent to the following address and recipient:

If to Contractor:	If to the Judicial Council:
Brink's, Incorporated. Attention: Ashleigh Feilinger, Administration Specialist 50 Schilling Road Hunt Valley, Maryland 21030 **With a copy to:** Brink's Incorporated Attention: Daphne Malave 629 Whitney Street San Leandro, CA 94577	Judicial Council of California Branch Accounting and Procurement – Administrative Division Attention: Manager, Contracts 455 Golden Gate Avenue San Francisco, CA 94102-3688 **With a copy to:** Judicial Council of California Attention: Supervisor, Contracts 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-3509

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.

11. Provisions Applicable to Certain Agreements. The provisions in this section are applicable to this Agreement and to any Participating Addendum, provided, however that if this Agreement or a Participating Addendum is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participating Addendum.

11.1 Union Activities Restrictions. *If the Contract Amount is over $50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement or any Participating Addendum will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

11.2 Domestic Partners, Spouses, and Gender Discrimination. *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

11.3 Child Support Compliance Act. *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

11.4 Priority Hiring. *If the Contract Amount is over $200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

11.5 Iran Contracting Act. *If the Contract Amount is $1,000,000 or more and Contractor did not provide to the Judicial Council an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Judicial Council to enter into this Agreement (and written permission from each JBE to enter into the applicable Participating Addendum) pursuant to PCC 2203(c).

11.6 DVBE Commitment. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement (or a Participating Addendum): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Judicial Council approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must, within sixty (60) days of receiving final payment under each Participating Addendum, certify in a report to the applicable JBE: (1) the total amount of money Contractor received under the Participating Addendum; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Participating Addendum; (3) the amount each DVBE subcontractor received from Contractor in connection with the Participating Addendum; and (4) that all payments under the Participating Addendum have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

11.7 Antitrust Claims. *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the applicable JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

11.8 Good Standing. *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Participating Addendum) is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

12. Miscellaneous Provisions.

12.1 Independent Contractor. Contractor is an independent contractor. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBEs. Contractor has no authority to bind or incur any obligation on behalf of the JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Judicial Council may terminate this Agreement (and a JBE may terminate a Participating Addendum) immediately upon notice.

12.2 Force Majeure. Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.

12.3 GAAP Compliance. Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

12.4 Audit. Contractor must allow the JBEs or their designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement (including any Participating Addendum), and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement (including any Participating Addendum), Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement (and any Participating Addendums) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

12.5 Licenses and Permits. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

12.6 Confidential Information. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Work hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement and any Participating Addendum. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. Each JBE owns all right, title and interest in its Confidential Information. Contractor will notify the affected JBE promptly

upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon a JBE's request and upon any termination or expiration of this Agreement or a Participating Addendum, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all such JBE's Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBEs shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

12.7 Publicity. Contractor shall not make any public announcement or press release about this Agreement (or any Participating Addendum) without the prior written approval of the Judicial Council (and with respect to any Participating Addendum, the prior written approval of the applicable JBE).

12.8 Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement (including any Participating Addendum). The Contractor and the applicable JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

12.9 Negotiated Agreement. This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.

12.10 Amendment and Waiver. Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Judicial Council. A waiver of enforcement of any of this Agreement's terms or conditions by the Judicial Council is effective only if expressly agreed in writing by a duly authorized officer of the Judicial Council. Any waiver or failure by a JBE to enforce any provision of this Agreement or Participating Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.11 Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

12.12 Headings; Interpretation. All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

12.13 Time of the Essence. Time is of the essence in Contractor's performance under this Agreement.

12.14 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

End of Appendix C – Revision 1

Appendix D – Revision 1

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

1. **"Agreement"** is defined on the Coversheet.

2. **"Contractor"** is defined on the Coversheet.

3. **"Confidential Information"** means: (i) any information related to the business or operations of each JBE, including information relating to its personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of each JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBEs' satisfaction that: (a) Contractor lawfully knew prior to the JBE's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

4. **"Consulting Services"** refers to the services performed under "Consulting Services Agreements," which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

5. **"Contract Amount"** means the contract amount of any Participating Addendum.

6. **"Coversheet"** refers to the first page of this Agreement.

7. **"Effective Date"** is defined on the Coversheet.

8. **"Emergency"** is defined as a crisis that requires immediate action.

9. **"Expiration Date"** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

10. **"Goods"** is defined in Appendix A, Goods and Services, section 2.1.

11. **"Initial Term"** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

12. **"Judicial Branch Entity", "JBE", "Judicial Branch Entities" or "JBEs"** means the Judicial Council and all Superior Courts of California.

13. **"Judicial Branch Personnel"** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

14. **"Judicial Council"** refers to the Judicial Council of California.

15. **"Notice"** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C, General Provisions, section 10.

16. **"Option Term"** means a period, if any, through which this Agreement may be or has been extended by the Judicial Council.

17. **"Sample Participating Addendum"** is defined in Appendix A, Goods and Services, section 1.3.

18. **"Participating Entities"** and **"Participating Entity"** means any Judicial Branch Entity that enters into a Participating Addendum with Contractor pursuant to this Agreement.

19. **"PCC"** refers to the California Public Contract Code.

20. **"Services"** is defined in Appendix A, Goods and Services, section 3.1.

21. **"Stop Work Order"** is defined in Appendix A, Goods and Services, section 3.9.

22. **"Term"** comprises the Initial Term and any Option Terms.

23. **"Work"** is defined in Appendix A, Goods and Services, section 1.

End of Appendix D – Revision 1

Appendix E – Revision 1

Sample Participating Addendum

(1) This Participating Addendum is made and entered into as of [month/day/year] ("Participating Addendum Effective Date") by and between the **Superior Court of California, County of _____** ("JBE") and [add name of Contractor] ("Contractor") pursuant to Master Agreement #_____ ***[add Master Agreement #]*** ("Master Agreement") dated _____, 20__ ***[add Effective Date of the Master Agreement]*** 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: [_____*month/day/year – may not exceed the term of the Master Agreement*].

(7) The Contract Amount for this Participating Addendum shall not exceed $_____ for the term of this Participating Addendum.

(8) The JBE hereby orders, and Contractor hereby agrees to provide armored car pickup and delivery services as described below:

Pickup Location (name, address and city)	**Service Frequency & Time (pickup/drop off)**	**Maximum Deposit Liability (per day, per pickup)***	**Delivery Point**	**Monthly Base Rate**
Additional Fees: Additional Fees will not exceed the Additional Fees set forth in the Master Agreement, Appendix B, Payment Provisions, section 3.2.				
***Maximum Deposit Liability** is the limit on the total value of the daily deposit.				

Pricing for Locations Listed in Exhibit 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 Exhibit B-1, Service Area Locations and Rates of the Master Agreement: The JBE may add specific JBE locations that are not included in Exhibit 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, Goods and Services of the Master Agreement.

(9) Court Holidays. Services will not be required on bank holidays, as listed in the Agreement, and on court holidays as listed below: [Make changes as required]

New Years' Day	Independence Day	Day After Thanksgiving
Martin Luther King, Jr., Day	Labor Day	Christmas Day
Lincoln's Birthday	Columbus Day	
Washington's Birthday	Veterans Day	
Cesar Chavez Day	Thanksgiving Day	

(10) Additional Services: [Describe any additional services requested in the RFO. Include the description, relevant details and cost, if an.]

(11) Special Instructions. [Insert any special instructions related to the services that may be required.]

(12) 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.]

(13) Notices. Any notices must be sent to the following address and recipient:

If to Contractor:	**If to the JBE:**
Brink's, Incorporated Attn: _____ 50 Schilling Road Hunt Valley, Maryland 21030	Superior Court of _____ County Attn: _____ [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.

(14) 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 _____	**BRINK'S, INCORPORATED**
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]
ADDRESS **Superior Court of _____ County** **Attn: _____** **[Insert court address]**	ADDRESS **Brink's, Incorporated** **Attn: _____** **555 Dividend Drive** **Coppell, TX 75019**

End of Appendix E – Revision 1

Appendix F

UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of $100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of $100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

Company Name (Printed) Brink's, Incorporated	*Federal ID Number* 362478302
By (Authorized Signature) Seth McElroy	
Printed Name and Title of Person Signing Seth McElroy Sr. Director Admin. & Marketing	
Date Executed 3/6/2020	*Executed in the County of* Baltimore *in the State of* Maryland

End of Appendix F

Exhibit B-1 – Revision 2
Service Area Locations And Rates

STREET ADDRESS	CITY	STATE	ZIP	IN BRINKS SERVICE AREA?	ZONE	BASE RATE PER MONTH FOR DELIVERY TO BANK OF AMERICA CENTRAL CASH VAULT					OFF DAY SERVICE	HOLIDAY RATE
						x1 a week	x2 a week	x3 a week	x4 a week	x5 a week		
2233 Shoreline Drive	Alameda	CA	94501	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
39439 Paseo Padre Parkway	Fremont	CA	94538	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
24405 Amador Street	Hayward	CA	94544	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
5151 Gleason Dr	Dublin	CA	94568	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
2500 Fairmont Drive, Suite C3013	San Leandro	CA	94578	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
5672 Stoneridge Drive	Pleasanton	CA	94588	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
661Washington Street	Oakland	CA	94607	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1225 Fallon Street	Oakland	CA	94612	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1221 Oak Street, 3rd and 4th Floors	Oakland	CA	94612	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
2120 Martin Luther King, Jr. Way	Berkeley	CA	94704	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
14777 State Route 89	Markleeville	CA	96120	No	no service							
500 Argonaut Lane	Jackson	CA	95642	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
1775 Concord Avenue	Chico	CA	95928	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
One Court Street	Oroville	CA	95965-3303	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
400 Government Center Drive	San Andreas	CA	95249-9794	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
532 Oak Street	Colusa	CA	95932	No	no service							
751 Pine Street	Martinez	CA	94553	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
725 Court Street, Room 103	Martinez	CA	94553	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
725 Court Street, Room 127	Martinez	CA	94553	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
725 Court Street	Martinez	CA	94553	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1112 Ward Street	Martinez	CA	94553	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1000 Center Drive	Pittsburg	CA	94565	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
640 Ygnacio Valley Road	Walnut Creek	CA	94596	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
100 37th Street	Richmond	CA	94805	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
450 H Street	Crescent City	CA	95531	Yes		$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
495 Main Street	Placerville	CA	95667	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
2850 Fairlane Court, Suite 110	Placerville	CA	95667	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
3321 Cameron Park Drive	Placerville	CA	95682	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
1354 Johnson Blvd.	South Lake Tahoe	CA	96150	No	Outer Tues/Thurs - NC	$ 433	$ 900					$ 150
1963 "E" Street	Fresno	CA	93706	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1265 M Street	Fresno	CA	93721	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1100 Van Ness Avenue	Fresno	CA	93721	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
3333 East American Avenue, Suite A	Fresno	CA	93725	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
2317 Tuolumne Street	Fresno	CA	93721-1220	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1130 O Street	Fresno	CA	93721-2220	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
821 E. South Street	Orland	CA	95963	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
526 West Sycamore Street	Willows	CA	95988	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
824 4th Street	Eureka	CA	95501	Yes	Urban - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
220 Main Street	Brawley	CA	92227	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
939 West Main Street	El Centro	CA	92243	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
301 West Line Street	Bishop	CA	93514	Yes	Outer Tu F -SC	$ 433	$ 900					$ 150
168 North Edwards Street	Independence	CA	93526	No	Outer Tu F -SC	$ 433	$ 900					$ 150

STREET ADDRESS	CITY	STATE	ZIP	IN BRINKS SERVICE AREA?	ZONE	BASE RATE PER MONTH FOR DELIVERY TO BANK OF AMERICA CENTRAL CASH VAULT					OFF DAY SERVICE	HOLIDAY RATE
						x1 a week	x2 a week	x3 a week	x4 a week	x5 a week		
1122 Jefferson Street	Delano	CA	93215	Yes	Rural - SC	$ 349	$ 725	$ 1,040	$ 1,190	$ 1,540	$ 150	$ 150
7046 Lake Isabella Blvd.	Lake Isabella	CA	93240	Yes	Outer - SC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
12022 Main Street	Lamont	CA	93241	Yes	Rural - SC	$ 349	$ 725	$ 1,040	$ 1,190	$ 1,540	$ 150	$ 150
325 Central Valley Hwy.	Shafter	CA	93263	Yes	Rural - SC	$ 349	$ 725	$ 1,040	$ 1,190	$ 1,540	$ 150	$ 150
311 N. Lincoln Street	Taft	CA	93268	Yes	Outer - SC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
3131 Arrow Street	Bakersfield	CA	93308	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1773 Hwy 58	Mojave	CA	93501	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
132 East Cosco Avenue	Ridgecrest	CA	93555	Yes	Outer - SC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
1215 Truxtun Avenue (corner of Truxtun and "L")	Bakersfield	CA	93301-4619	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1415 Truxtun Avenue (corner of Truxtun and Chester)	Bakersfield	CA	93301-5215	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
2100 College Avenue	Bakersfield	CA	93305-4172	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
501 E. Kings Street	Avenal	CA	93204	Yes	Rural Tuesdays - NC	$ 349						$ 150
1000 Chittenden Avenue	Corcoran	CA	93212	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
1640 Kings County Drive	Hanford	CA	93230	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
7000 A South Center Drive	Clearlake	CA	95422	Yes	Rural MWF - NC	$ 349	$ 725	$ 1,040				$ 150
255 North Forbes Street, 4th Floor, Room 417	Lakeport	CA	95453	Yes	Rural MWF - NC	$ 349	$ 725	$ 1,040				$ 150
2610 Riverside Drive	Susanville	CA	96130	No	no service							
600 South Commonwealth Avenue	Los Angeles	CA	90005	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
1945 South Hill Street	Los Angeles	CA	90007	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
429 Bauchet Street	Los Angeles	CA	90012	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
210 West Temple Street	Los Angeles	CA	90012	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
111 North Hill Street	Los Angeles	CA	90012	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
4848 E. Civic Center Way	Los Angeles	CA	90022	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
5925 Hollywood Blvd.	Los Angeles	CA	90028	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
1601 Eastlake Avenue	Los Angeles	CA	90033	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
11701 S. La Cienega	Los Angeles	CA	90045	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
1150 North San Fernando Road	Los Angeles	CA	90065	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
9355 Burton Way	Beverly Hills	CA	90210	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
200 West Compton Blvd.	Compton	CA	90220	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
7500 East Imperial Highway	Downey	CA	90242	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
7281 East Quill Drive	Downey	CA	90242	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
One Regent Street	Inglewood	CA	90301	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
110 Regent Street	Inglewood	CA	90301	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
1725 Main Street	Santa Monica	CA	90401	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
825 Maple Avenue	Torrance	CA	90503	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
7339 South Painter Avenue	Whittier	CA	90602	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
12720 Norwalk Blvd.	Norwalk	CA	90650	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
215 Sumner Avenue	Avalon	CA	90704	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
10025 East Flower Street	Bellflower	CA	90706	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
275 Magnolia	Long Beach	CA	90802	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
300 East Walnut Avenue	Pasadena	CA	91101	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
600 East Broadway	Glendale	CA	91206	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
9425 Penfield Avenue	Chatsworth	CA	91311	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100

STREET ADDRESS	CITY	STATE	ZIP	IN BRINKS SERVICE AREA?	ZONE	BASE RATE PER MONTH FOR DELIVERY TO BANK OF AMERICA CENTRAL CASH VAULT					OFF DAY SERVICE	HOLIDAY RATE
						x1 a week	x2 a week	x3 a week	x4 a week	x5 a week		
900 Third Street	San Fernando	CA	91340	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
16350 Filbert Street	Sylmar	CA	91342	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
23747 West Valencia Blvd.	Santa Clarita	CA	91355	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
6230 Sylmar Avenue	Van Nuys	CA	91401	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
14400 Erwin Street Mall	Van Nuys	CA	91401	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
300 East Olive	Burbank	CA	91502	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
11234 East Valley Blvd.	El Monte	CA	91731	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
201 Centre Plaza Drive	Monterey Park	CA	91754	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
400 Civic Center Plaza	Pomona	CA	91766	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
350 West Mission Blvd.	Pomona	CA	91766	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
1427 West Covina Parkway	West Covina	CA	91790	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
150 West Commonwealth	Alhambra	CA	91801	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
1040 W. Avenue J	Lancaster	CA	93534	Yes	Rural - SC	$ 349	$ 725	$ 1,040	$ 1,190	$ 1,540	$ 150	$ 150
42011 4th Street West	Lancaster	CA	93534	Yes	Rural - SC	$ 349	$ 725	$ 1,040	$ 1,190	$ 1,540	$ 150	$ 150
200 South G Street	Madera	CA	93637	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
3501 Civic Center Drive	San Rafael	CA	94903	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
5092 Jones Street	Mariposa	CA	95338	No	no service							
700 South Franklin Street	Fort Bragg	CA	95437	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
100 North State Street	Ukiah	CA	95482	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
445 I Street Los Banos	Los Banos	CA	93635	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
720 West 20th Street	Merced	CA	95340	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
627 W 21st Street	Merced	CA	95340	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
2840 W. Sandy Mush Road	Merced	CA	95341	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
205 South East Street	Alturas	CA	96101	No	no service							
278 Main Street	Bridgeport	CA	93517	No	no service							
100 Thompsons Way	Mammoth Lakes	CA	93546	Yes	Outer Tu F -SC	$ 433	$ 900					$ 150
240 Church Street	Salinas	CA	93901	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
3180 Del Monte Blvd.	Marina	CA	93933	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
1200 Aguajito Road	Monterey	CA	93940	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
825 Brown Street	Napa	CA	94559	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
1111 Third Street	Napa	CA	94559	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
201 Church Street	Nevada City	CA	95959	No	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
10075 Levon Avenue	Truckee	CA	96161	No	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
27573 Puerta Real	Mission Viejo	CA	92691	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
700 Civic Center Drive West	Santa Ana	CA	92701	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
4601 Jamboree Road	Newport Beach	CA	92660-2595	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
8141 13th Street	Westminster	CA	92683-4593	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
1275 North Berkeley Avenue	Fullerton	CA	92832-1258	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
341 The City Drive South	Orange	CA	92868-3205	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
101 Maple Street	Auburn	CA	95603	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
10820 Justice Center Drive	Roseville	CA	95678	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
2501 North Lake Blvd.	Tahoe City	CA	96145	No	Outer - W - NC	$ 433						$ 150
520 Main Street	Quincy	CA	95971	No	no service							

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						x1 a week	x2 a week	x3 a week	x4 a week	x5 a week		
47-671 Oasis Street	Indio	CA	92201	Yes	Rural SC	$ 349	$ 725	$ 1,040	$ 1,190	$ 1,540	$ 150	$ 150
46-200 Oasis Street	Indio	CA	92201	Yes	Rural -SC	$ 349	$ 725	$ 1,040	$ 1,190	$ 1,540	$ 150	$ 150
311 E Ramsey Street	Banning	CA	92220	Yes	Urban- SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
265 N. Broadway	Blythe	CA	92225	Yes	Outer M- SC	$ 433						$ 150
3255 E. Tahquitz Canyon Way	Palm Springs	CA	92262	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
4175 Main Street	Riverside	CA	92501	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
4100 Main Street	Riverside	CA	92501	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
4100 Main Street	Riverside	CA	92501	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
4050 Main Street	Riverside	CA	92501	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
3403 10th Street	Riverside	CA	92501	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
9991 County Farm Road	Riverside	CA	92503	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
880 N. State Street	Hemet	CA	92543	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
13800 Heacock Street, Bldg. D #201	Moreno Valley	CA	92553	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
13800 Heacock Street, Bldg. D #201	Moreno Valley	CA	92553	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
30755-D Auld Road, Ste 1226	Murrieta	CA	92563	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
41002 County Center Drive #100	Temecula	CA	92591	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
505 S. Buena Vista, Room 201	Corona	CA	92882	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
720 9th Street	Sacramento	CA	95814	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
3341 Power Inn Road	Sacramento	CA	95826	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
301 Bicentennial Circle	Sacramento	CA	95826	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
9605 Kiefer Blvd.	Sacramento	CA	95827	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
450 Fourth Street	Hollister	CA	95023	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
8303 Haven Avenue	Rancho Cucamonga	CA	91730	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
6527 White Feather Road	Joshua Tree	CA	92252	Yes	Outer - Wednesday - SC	$ 433						$ 150
235 East Mountain View Street	Barstow	CA	92311	Yes	Rural - SC	$ 349	$ 725	$ 1,040	$ 1,190	$ 1,540	$ 150	$ 150
17780 Arrow Blvd.	Fontana	CA	92335	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
14455 Civic Drive	Victorville	CA	92392	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
247 West Third Street	San Bernardino	CA	92415	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
248 West Third Street	San Bernardino	CA	92415	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
351 North Arrowhead Avenue	San Bernardino	CA	92415	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
247 W. 3rd Street, 11th Floor	San Bernardino	CA	92415	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
655 West Second Street, 2nd Floor	San Bernardino	CA	92415-0248	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
900 East Gilbert Street	San Bernardino	CA	92415-0942	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
500 3rd Avenue	Chula Vista	CA	91910	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
250 East Main Street	El Cajon	CA	92020	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
325 South Melrose Drive	Vista	CA	92081	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
330 West Broadway	San Diego	CA	92101	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
9000 Cottonwood Ave	Santee	CA	92071	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
1173 Front Street	San Diego	CA	92101	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
325 S. Melrose Drive	Vista	CA	92081	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
8950 Clairemont Mesa Blvd.	San Diego	CA	92123	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100
2851 Meadowlark Drive	San Diego	CA	92123	Yes	Urban - SC	$ 167	$ 279	$ 390	$ 429	$ 498	$ 100	$ 100

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						x1 a week	x2 a week	x3 a week	x4 a week	x5 a week		
850 Bryant Street, Room 145	San Francisco	CA	94102	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
850 Bryant Street, Room 101	San Francisco	CA	94103	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
375 Woodside Avenue	San Francisco	CA	94127	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
400 McAllister Street	San Francisco	CA	94102-4514	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
222 E. Weber Avenue	Stockton	CA	95202	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
540 E. Main Street	Stockton	CA	95202	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
180 E. Weber Avenue	Stockton	CA	95203	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
535 West Mathews Road	French Camp	CA	95231	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
217 W. Elm Street (2nd Floor)	Lodi	CA	95240	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
315 W. Elm Street	Lodi	CA	95240	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
315 E. Center Street	Manteca	CA	95336	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
214 South 16th Street	Grover Beach	CA	93433	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
901 Park Street	Paso Robles	CA	93446	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
400 County Center Room 1B	Redwood City	CA	94063	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
500 County Center	Redwood City	CA	94063	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1050 Mission Road	South San Francisco	CA	94080	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
800 North Humboldt Street	San Mateo	CA	94401	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
222 Paul Scannell Drive	San Mateo	CA	94402	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
118 E. Figueroa Street	Santa Barbara	CA	93101	Yes	Outer - SC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
1100 Anacapa Street	Santa Barbara	CA	93121-1107	Yes	Outer - SC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
115 Civic Center Plaza	Lompoc	CA	93436-6967	Yes	Outer - SC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
312-C East Cook Street	Santa Maria	CA	93456-5369	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
1745 MissionDrive, Suite C	Solvang	CA	93463-3605	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
270 Grant Avenue	Palo Alto	CA	94306	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
301 Diana Avenue	Morgan Hill	CA	95037	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1095 Homestead Road	Santa Clara	CA	95050	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
190-200 West Hedding Street	San Jose	CA	95110	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
840 Guadalupej Parkway	San Jose	CA	95110	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
191 North First Street	San Jose	CA	95113	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
201 N. First Street	San Jose	CA	95113	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
161 North First Street	San Jose	CA	95113	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
701 Ocean Street	Santa Cruz	CA	95060	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
1 Second Street	Watsonville	CA	95076	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
1500 Court Street	Redding	CA	96001	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
1655 West Street	Redding	CA	96001	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
2680 Radio Lane	Redding	CA	96001	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
100 Courthouse Square	Downieville	CA	95936	No	no service							
550 Main Street	Weed	CA	96094	No	Outer - Mondays - NC	$ 433						$ 150
311 4th Street	Yreka	CA	96097	No	Outer - Mondays - NC	$ 433						$ 150
600 Union Avenue, 3rd Floor	Fairfield	CA	94533	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
580 Texas Street, 1st Floor	Fairfield	CA	94533	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
321 Tuolumne St., 1st Fl	Vallejo	CA	94590	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
600 Administration Drive	Santa Rosa	CA	95403	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100

STREET ADDRESS	CITY	STATE	ZIP	IN BRINKS SERVICE AREA?	ZONE	BASE RATE PER MONTH FOR DELIVERY TO BANK OF AMERICA CENTRAL CASH VAULT					OFF DAY SERVICE	HOLIDAY RATE
						x1 a week	x2 a week	x3 a week	x4 a week	x5 a week		
800 11th Street	Modesto	CA	95354	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
801 10th Street	Modesto	CA	95354	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
2260 Floyd Avenue	Modesto	CA	95355	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
2215 Blue Gum Avenue	Modesto	CA	95358	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
300 Starr Avenue	Turlock	CA	95380	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1175 Civic Center Blvd.	Yuba City	CA	95993	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
445 Pine Street, 2nd Floor	Red Bluff	CA	96080	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
446 Pine Street, 3rd Floor	Red Bluff	CA	96080	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
1790 Walnut Street	Red Bluff	CA	96080	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
1740 Walnut Street	Red Bluff	CA	96080	Yes	Outer - NC	$ 433	$ 900	$ 1,300	$ 1,700	$ 2,200	$ 150	$ 150
11 Court Street	Weaverville	CA	96093	No	no service							
300 East Olive Ave.	Porterville	CA	93257	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
221 South Mooney Blvd., Room 201	Visalia	CA	93291	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
640 South Alta Avenue	Dinuba	CA	93618	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
41 West Yaney Avenue	Sonora	CA	95370	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
60 N. Washington Street	Sonora	CA	95370	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150
669 County Square Drive	Ventura	CA	93003	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
800 South Victoria Avenue	Ventura	CA	93009	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
345 Skyway Drive	Camarillo	CA	93010	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
4050 South Saviers Road	Oxnard	CA	93030	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1721 Pacific Avenue	Oxnard	CA	93033	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1911 Williams Dr. #175	Oxnard	CA	93036	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
4353 E. Vineyard Avenue	Oxnard	CA	93036	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
3855-F Alamo Street	Simi Valley	CA	93063	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
1000 Main Street	Woodland	CA	95695	Yes	Urban - NC	$ 167	$ 279	$ 390	$ 469	$ 595	$ 100	$ 100
215 Fifth Street	Marysville	CA	95901	Yes	Rural - NC	$ 349	$ 725	$ 1,040	$ 1,360	$ 1,760	$ 150	$ 150

End Of Exhibit B-1 – Revision 2