

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR ARMORED CAR SERVICES**

**FORMAL INVITATION FOR BID ("IFB")
NO. 6100011206**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation ("City") acting by and through its Director of Finance or said Director's designee, and **Brink's, Incorporated**, a Delaware corporation and successor by merger to Dunbar Armored, Inc., ("Brink's", "Dunbar", "Contractor" or "Vendor"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City's IFB No. 6100011206, including all, exhibits, addendums and attachments thereto (Exhibit A); and
- c. Dunbar's Response to IFB No. 6100011206 (Exhibit B).

2.0 SPECIFICATIONS / SCOPE OF SERVICES

Section 004, Specifications / Scope of Services is hereby deleted and replaced with the following:

4.1 SCOPE: The City of San Antonio is soliciting bids from qualified contractors to provide armored car services for the secure transportation of currency between various City locations and the City Depository, Frost Bank, located at 3838 Rogers Road, San Antonio, Texas 78251 in accordance with the specifications listed herein.

4.2 SPECIFICATIONS:

4.2.1 Contractor shall provide armored car services, including daily pickup of sealed tamper resistant plastic deposit bank bags from various City locations and delivery of sealed tamper resistant plastic deposit bank bags to the City Depository, Frost Bank located at 3838 Rogers Road, San Antonio, Texas 78251. Contractor should note that although Frost Bank is the current City Depository, the City reserves the right to change Depository Banks and the corresponding location during the term of this contract, at no additional cost to the City.

4.2.2 Contractor vehicles used for services provided shall be owned and operated by Contractor at Contractor's expense. All motor equipment vehicles shall be properly "armored" and equipped for the service to be performed. No standard street vehicles such as non-armored automobiles, vans, or light trucks shall be used. Only armored cars meeting the standards of the accepted industry definition of such vehicles is acceptable.

4.2.3 Contractor shall only use security officers commissioned by the Texas Private Security Board to provide services hereunder. Contractor's guards shall be armed, uniformed, properly licensed guards who have been trained and are experienced in armored car pick-up and delivery service. Dunbar's pricing assumes that personnel can be armed at all times in the performance of its duties. Guards shall be licensed and properly

trained in the use of firearms. Contractor, while transporting funds or other items for City, must ensure at least two armed guards are operating the armored car at all times.

4.2.4 Contractor employees servicing City's account must wear proper identification (badge, shoulder patch, name late and security label) on shirts and/or jackets. Contractor shall ensure apparel is consistent and neat in appearance. Contractor shall ensure all guards carry their pocket cards with photo attached at all times and display them to City staff, if requested.

4.2.5 Contractor shall provide the name of the individual who will be the primary contact for the City's account. The individual must have sufficient authority to solve routine problems, command the resources necessary to address complex problems, and be accessible during regular business hours, if necessary. The following information shall be provided: Name, Title, Phone Number, Office Location, Mailing Address, and Email Address. Contractor shall also prepare and provide a table listing other key personnel assigned to the City's account to include: Name, Title, Phone Number, Office Location, and Email Address.

4.2.6 Contractor will provide pickups for the days of the week and times specified with in Section 4.4 ROUTE TABLE. Contractor must arrive within the timeframe specified at each location. Contractor may change armored car routes only for emergency situations, including but not limited to traffic and weather conditions as well as road and security issues. Contractor will allow City departments to change locations, times, and days of pickup service, at no additional cost to the City. Such changes will be made by change order issued by City and are subject to mutual review and consent of parties.

4.2.7 Contractor shall routinely make deposits to City Depository, however, on occasion, City may require deposits be made to an alternate City Depository location due to certain circumstances, at no additional cost to the City. In such instances, City will provide written notice 24 hours in advance of scheduled pickups.

4.2.8 City reserves the right to cancel pickups. City will not be liable to Contractor for payment of canceled pickups. Notification of any canceled pick-up will be by phone to Contractor by the City's Designated Representative no later than 1 business day prior to the pick-up time specified within Section 4.4 ROUTE TABLE.

4.2.9 Contractor shall provide, at no additional cost to City, deposit receipt books for logging of the sealed tamper resistant plastic deposit bank bags to be delivered to City Depository.

4.2.10 *Reserved.*

4.2.11 Pick-up services will not be required on City recognized holidays, unless otherwise notated. However, Contractor must be able to provide services to the locations that require pick-ups and/or deliveries on City recognized holidays that are not considered National or Federal holidays. Any pick-ups or deliveries during weekends or holidays will be done at bid price submitted for the corresponding City location at no additional cost to City. Contractor may invoice holiday service or on call/emergency service at double the Price (Per Trip) listed on Attachment "A", Price Schedule.

4.2.12 In the event regular pickup service is scheduled on a City Holiday; the City reserves the right to modify pickup days and times at no additional cost to the City. The City's Designated Representative will provide written notice to the contractor five (5) days in advance.

4.2.13 In the event of inclement weather where an official weather emergency has been declared and City offices are closed, Contractor shall immediately provide services on the date City offices re-open at no additional cost to the City. In the event that City offices remain open during inclement weather, Contractor shall provide services as scheduled for the normal course of business.

4.2.14 Contractor shall deliver the sealed tamper resistant plastic deposit bank bags to City Depository no later than the deposit times corresponding to Section 4.4 ROUTE TABLE for each location except when the pickups occur on weekends, holidays or other days when City Depository is closed. Pickups made by Contractor on weekends and holidays should be kept in Contractor's vault and delivered by 12:00 P.M. of the first banking

business day following the pickup. Contractor's vault shall be maintained in a safe and secure environment in accordance with industry standards. In the event that City funds are lost, stolen, or damaged while in the care of Contractor, Contractor will reimburse City within 2 business days of the submission of proof of loss.

Dunbar's liability in the event of loss or damage to checks shall be limited to all reasonable costs incurred by the City in reconstructing and obtaining replacement checks. Dunbar shall reimburse City for all labor expense, postage, telephone calls, stop payment fees, and any other reasonable costs directly related to reconstruction and obtaining replacement checks. Dunbar's liability shall not exceed the amount of twenty-five thousand dollars (\$25,000), including an amount not to exceed five thousand dollars (\$5,000) for checks that cannot be reconstructed.

Dunbar may, in its discretion, choose to perform any or all of the Services itself or through its employees, affiliate, agents, or independent contractors. Notwithstanding the foregoing, Customer shall look solely to Dunbar for reimbursement of any loss in accordance with the terms of this Agreement.

TRANSITION PLAN

4.2.15 Contractor shall work with the City's Designated Representative to develop a transition plan, if needed, to facilitate a smooth transition and to discuss the plan or process for reviewing and approving invoices, invoice requirements, and roles and responsibilities of those individuals that have direct involvement in the process.

4.3 Minimum Qualifications.

4.3.1 Contractor must hold a license as a security services contractor, in accordance with Texas Occupations Code §1702.102, at the time of bid submission, and must maintain this license throughout the term of the contract and all renewals and extensions. Contractor shall submit a copy of this license at the time of bid submission.

4.3.2 Contractor must have 5 consecutive years of experience within the last 8 years operating as a licensed armored car service to be eligible to submit a bid. Contractor must submit the names and contact information for 3 references that the City may contact. The references must be current or former clients of Contractor for whom armored car services have been or were provided to substantiate the required experience. These references must be provided at the time of bid submission, using the Contractor Reference Form.

4.4 ROUTE TABLE:

The information in the ROUTE TABLE provides the pick-up days and times for each location. The Price Schedule (Attachment A) notates the potential frequency of deposits. **Contractor shall provide service for Next-Day deposits. Next Day deposits must be delivered to the City's Depository before closing of the next business day.**

I. ARMORED CAR SERVICE FOR PICK-UPS BETWEEN 9:00AM Central Time AND 12:00 PM Central Time

Item	Building Name	Location	Pickup Days	Additional Info
1	BITTERS BRUSH SCALE HOUSE	1800 E. BITTERS RD	Monday-Sunday	-
2	FRANK GARRETT CENTER	1226 NW 18TH ST.	Tuesday & Thursday	-
3	NELSON GARDENS SCALE HOUSE	8963 NELSON RD	Monday-Sunday	-
4	PUBLIC SAFETY HEADQUARTERS	315 S. SANTA ROSA	Monday-Friday	-

II. ARMORED CAR SERVICE FOR PICK-UPS BETWEEN 10:00 AM Central Time AND 2:00 PM Central Time

Item	Building Name	Location	Pickup Days	Additional Info
5	ALAMODOME ADMIN. OFFICE	100 MONTANA ST	Tuesday & Friday	-
6	ANIMAL CARE SERVICES	4710 STATE HWY 151	Tuesday & Thursday	-

7	BAZAN BRANCH LIBRARY	2200 W. COMMERCE	Tuesday	-
8	BROOK HOLLOW BRANCH LIBRARY	530 HEIMER RD	Tuesday	-
9	CARVER BRANCH LIBRARY	3350 E. COMMERCE	Wednesday	-
10	CARVER COMMUNITY CULTURAL CTR	226 N HACKBERRY	Tuesday	-
11	CENTRAL LIBRARY	600 SOLEDAD STREET	Tuesday	Occasional, special pickups on an as needed basis
12	CODY BRANCH LIBRARY	11441 VANCE JACKSON RD	Wednesday	-
13	COLLINS GARDEN BRANCH LIBRARY	200 N. PARK	Wednesday	-
14	CONVENTION FACILITIES	900 E. MARKET ST	Tuesday & Friday	-
15	CORTEZ BRANCH LIBRARY	2803 HUNTER BLVD	Wednesday	-
16	EASTSIDE CLINIC	210 N. MEL WAITERS WAY	Monday-Friday	-
17	ENCINO BRANCH LIBRARY	2515 E EVANS ROAD	Tuesday	-
18	FORREST HILLS BRANCH LIBRARY	5245 INGRAM RD	Tuesday	-
19	GREAT NORTHWEST BRANCH LIBRARY	9050 WELLWOOD ST	Tuesday	-
20	GUERRA BRANCH LIBRARY	7978 MILITARY DRIVE WEST	Wednesday	-
21	IGO BRANCH LIBRARY	13330 KYLE SEALE PARKWAY	Tuesday	-
22	JOHNSTON BRANCH LIBRARY	6307 SUN VALLEY DR	Tuesday	-
23	LA VILLITA	418 VILLITA ST, Ste 901	Thursday	Site Contact: La Villita Main Number 207-8614
24	LANDA BRANCH LIBRARY	233 BUSHNELL AVE	Tuesday	-
25	LAS PALMAS BRANCH LIBRARY	515 CASTROVILLE RD	Tuesday	-
26	LILA COCKRELL THEATRE	200 E. MARKET	Monday-Friday (ON CALL)	-
27	MARKET SQUARE	514 W. COMMERCE ST	Thursday	-
28	MAVERICK BRANCH LIBRARY	8700 MYSTIC PARK	Wednesday	-
29	MCCRELESS BRANCH LIBRARY	1023 ADA ST	Tuesday	-
30	MCFARLIN TENNIS CENTER	1503 SAN PEDRO AVE	Tuesday	-
31	MEMORIAL BRANCH LIBRARY	3222 CULEBRA RD	Wednesday	-
32	MISSION BRANCH LIBRARY	3134 ROOSEVELT AVE	Wednesday	-
33	NATATORIUM	1430 W. DURANGO BLVD	Tuesday (On-Call)	-
34	PAN AMERICAN BRANCH LIBRARY	1122 PYRON AVE	Tuesday	-
35	PARMAN BRANCH LIBRARY	20735 WILDERNESS OAK	Wednesday	-
36	POTRANCO BRANCH LIBRARY	8764 TEXAS HWY 151 ACCESS ROAD	Wednesday	-
37	RON DARNER FACILITY	5800 ENRIQUE BARRERA PKWY	Tuesday & Friday	-
38	SAN PEDRO BRANCH LIBRARY	1315 SAN PEDRO AVE	Wednesday	-
39	SAPD PROPERTY ROOM	555 ACADEMIC COURT	Tuesday & Friday	-
40	SCHAEFFER BRANCH LIBRARY	6322 US HWY 87 EAST	Tuesday	-
41	SEMMES BRANCH LIBRARY	15060 JUDSON RD	Wednesday	-
42	SPANISH GOVERNOR'S PALACE	105 MILITARY PLAZA	Thursday	Site Contact: Spanish Governor's Palace main number 224-0601
43	THOUSAND OAKS BRANCH LIBRARY	4618 THOUSAND OAKS DR	Tuesday	-
44	TOBIN AT OAKWELL	4134 HARRY WURZBACH RD	Wednesday	-
45	WESTFALL BRANCH LIBRARY	6111 ROSEDALE COURT	Tuesday	-
46	PRE-K 4 SA - South Education Center	7031 S. NEW BRAUFELS AVE	Tuesday & Friday	-
47	PRE-K 4 SA - North Education Center	3635 MEDICAL DR	Tuesday & Friday	-
48	PRE-K 4 SA - WEST EDUCATION CENTER	1235 Enrique M. Barrera	Tuesday & Friday	-
49	PRE-K 4 SA - EAST EDUCATION CENTER	5230 EISENHauer RD.	Tuesday & Friday	-

III. ARMORED CAR SERVICE FOR PICK-UPS BETWEEN 11:00 AM Central Time AND 2:00 PM Central Time

Item	Building Name	Location	Pickup Days	Additional Info
50	DEVELOPMENT & BUSINESS	1901 S. ALAMO ST	Monday-Friday	Site Contact: Cody Shown 207-3914. Pickups are "as needed basis"
51	INTERNATIONAL CENTER	203 S St. Mary's St., Ste 385	Thursday (On-Call)	

52	MUNICIPAL COURTS	401 S. FRIO ST	Monday-Friday	-
53	RIVERVIEW TOWER BUILDING	111 SOLEDAD ST 4TH FLOOR	Monday-Friday	-
54	SAN ANTONIO INTL AIRPORT	9453 AIRPORT BLVD	Monday-Friday	-
55	SWMD FISCAL OFFICE	4410 W. PIEDRAS DR	Monday-Friday	-
56	NHSD	1400 S. FLORES	Monday-Friday	-
57	Center City Dev & Operations (Fiscal)	400 N. St. Mary's Street, Ste 100	Monday-Friday	Site Contact: CCDO Fiscal Main Number 207-2251. A gate remote will be provided to armored car for parking entrance corner of E. Pecan & St. Mary's Street. Remote replacement fee for lost or broken.

IV. ARMORED CAR SERVICE FOR PICK-UPS BETWEEN 10:00 AM Central Time AND 3:00 PM Central Time

Item	Building Name	Location	Pickup Days	Additional Info
58	PASSPORT DIVISION	719 S. SANTA ROSA	Monday-Friday	-
59	VITAL RECORDS DIVISION	719 S. SANTA ROSA	Monday-Friday	-

V. ARMORED CAR SERVICE FOR PICK-UPS BETWEEN 12:00 AM Central Time AND 5:00 PM Central Time

Item	Building Name	Location	Pickup Days	Additional Info
60	OFFICE OF THE CITY CLERK	114 W. COMMERCE ST.	Friday	-

VI. ARMORED CAR SERVICE FOR PICK-UPS BETWEEN 8:30 AM Central Time AND 11:30 PM Central Time

Item	Building Name	Location	Pickup Days	Additional Info
61	CHEST CLINIC	2303 SE MILITARY DR. BLDG 528	Monday, Wednesday & Friday	-
62	STD CLINIC	512 E. HIGHLAND	Monday, Tuesday, Thursday & Friday	-
63	TCID LAB	2303 SE MILITARY DR. BLDG 533	Monday, Wednesday & Friday	-

VII. ARMORED CAR SERVICE FOR ANY ADDITIONAL PICK-UPS

* Additional armored car service may occasionally be required for any of the listed locations. In the event this service is required, the cost will be at the rate specified for each location as noted on attachment "A" Price Schedule.

3.0 INSURANCE

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department – Purchasing Division, which shall be clearly labeled “ANNUAL CONTRACT FOR ARMORED CAR SERVICES” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department – Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury and Property Damage</u> of \$1,000,000 per occurrence
5. First Party Crime Coverage, to include Third Party Crime Coverage Endorsement a. Blanket Crime Coverage	\$ Per Claim on First Party Coverage \$ Per Claim on Third Party Coverage (Note: Limits are determined by contract value or value of funds in custody of Contractor.
6. Umbrella or Excess Liability Coverage	\$5,000,000 per occurrence combined limit for Bodily Injury (including death) and Property Damage.

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: City's Finance Department – Purchasing Division

P.O. Box 839966
San Antonio, Texas 78283-3966

F) Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed (by specific or blanket endorsement) to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

4.0 INDEMNIFICATION

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees,

directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 3 business days of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

5.0 ASSIGNMENT

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director, except that this contract may be assigned or subcontracted to Brink's Incorporated without such consent. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

6.0 TERMINATION—NOTICE

Section 006, General Terms & Conditions, Termination-Notice, is deleted in its entirety and replaced with the following:

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice thirty days prior to the date of termination of the contract without cause.

7.0 PRICE ADJUSTMENTS

Price Adjustments. The prices shown on the Price Schedule may be increased as follows:

Base Period for Price Adjustment. The base selling price is the price shown on the original Price Schedule submitted by Vendor with its original bid. The effective month and year of the base selling price (known as the "base period") shall be the effective date of the month and year in which this contract is awarded.

Date for Price Adjustment. Prices may be adjusted annually (the "Price Adjustment Date").

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the Producer Price Index ("PPI") or Employment Cost Index ("ECI") data published as of the Price Adjustment Date.

PPI Index for Price Adjustment. The U.S. Department of Labor, Bureau of Labor Statistics ("BLS") Producers Price Index ("PPI") for motor gasoline, including finished base stocks and blending agents, not seasonally adjusted, Series ID: PCU32411032411012, shall be used by the Parties to calculate changes in price. If this index is discontinued, the Parties shall use the next, higher level series of this index that is available. If no higher level series of said index is available, the Parties shall negotiate a successor index. If the BLS changes the title of this index or recodes the index, it is considered the same series and requires no change by the Parties.

ECI Index for Price Adjustment. The U.S. Department of Labor, Bureau of Labor Statistics ("BLS") Employment Cost Index ("ECI") for total compensation for private industry workers in service-providing, service occupations, 12-month percent change, Series ID: CIU201S000300000A, shall be used by the Parties to calculate changes in price. If this index is discontinued, the Parties shall use the next, higher level series of this index that is available. If no higher level series of said index is available, the Parties shall negotiate a successor index. If the BLS changes the title of this index or recodes the index, it is considered the same series and requires no change by the Parties.

Official Source of Data for Price Adjustment. The parties shall use the PPI/ECI Detailed Report as the source of data for the index.

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the date stated for the price adjustment) by the index value for the base period. The resulting number is the percentage change in the index value between the current period and the base period (the "percentage change in index value").

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals	1.050
Base price	\$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	\$1,050.00

The same procedure shall be followed for each adjustment authorized herein, using the current index at the time the adjustment is made and the original base period.

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 15% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 15% of the original base price.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 60 days prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience.

8.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties

hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

City of San Antonio

Brink's, Incorporated

Name: _____

Name: Seth McElroy

Title: _____

Senior Director, Administration &
Marketing

Date: _____

Date: 9/26/19

Approved as to Form:

Assistant City Attorney