

**JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET**

MASTER AGREEMENT NUMBER MA-201605	AMENDMENT NUMBER 5
	FEDERAL EMPLOYER ID NUMBER 951085147

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

2. This Amendment becomes effective on: **June 1, 2023**.

3. WHEREAS, this Agreement, as originally executed, expired on **May 21, 2022**, with no additional options to extend beyond that date;

 WHEREAS, the Judicial Council intended to proceed with a competitive solicitation to enter into a new agreement for the goods and services provided under this Agreement, with the parties agreeing to extend the agreement to **May 31, 2023** through the execution of Amendment 4 to allow sufficient time for the solicitation process;



 WHEREAS, prior to the expiration of the agreement on **May 31, 2023**, the Judicial Council elected not to proceed with a competitive solicitation;

 WHEREAS, the Judicial Council seeks to extend this agreement to **August 31, 2023** to allow sufficient time for the Judicial Branch Entities to obtain the goods and services provided under this Agreement through the issuance of their own solicitation, with the parties agreeing to this extension;

 WHEREAS, the Judicial Council has obtained and documented non-competitive bid approval for this Amendment;

 NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:
 - a. The parties hereby agree to extend the Agreement beginning **June 1, 2023** and ending **August 31, 2023**. The expiration date of the Agreement is hereby changed from **May 31, 2023** to **August 31, 2023**.
 - b. **Appendix B, Payment Provisions – Revision 1** of the Agreement is hereby deleted and replaced in its entirety with **Appendix B, Payment Provisions – Revision 2** attached hereto and incorporated herein.
 - c. **Attachment B-1, Service Area Locations and Rates – Revision 3** of the Agreement is hereby deleted and replaced in its entirety with **Attachment B-1, Service Area Locations and Rates – Revision 4** attached hereto and incorporated herein.

4. 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	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Garda CL West, Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Shaneen A. Williams, Principal Manager	PRINTED NAME AND TITLE OF PERSON SIGNING Jennifer Frankel, SVP Finance
DATE EXECUTED 7/19/2023	DATE EXECUTED 7/19/23
ADDRESS Attn: Branch Accounting and Procurement Administrative Division 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	ADDRESS 2000 NW Corporate Blvd. Boca Raton, FL 33431

APPENDIX B – Revision 2

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 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. **Intentionally Deleted**
3. **Compensation for Services.**
 - 3.1 **Base Rates.** Contractor's service area locations and base rates for weekday service are set forth in Attachment B-1, Service Area Locations and Rates, hereby incorporated and made a part of this Appendix B. 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 Attachment B-1, Service Area Locations and Rates. Contractor will invoice each Judicial Branch Entity at the rates set forth in its Participating Addendum and any applicable additional fees set forth in section 3.2 below.
 - 3.2 **Additional Fees.**
 - (A) **Security Surcharge:** In addition to the monthly fee set forth in Attachment B-1, Service Area Locations and Rates, a standard security surcharge of 5% will be applied to the base rate each month.
 - (B) **Fuel Surcharge:** In addition to the monthly fee set forth in Attachment B-1, Service Area Locations and Rates, a fuel surcharge will be applied each month. The Custom Fuel Surcharge Index and Methodology 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.

Custom Fuel Surcharge Index and Methodology

Our fuel surcharge calculation method is based on the 3 week rolling average of the U. S. Energy Information Administration (eia.doe.gov). The Department of Energy website is updated every Tuesday and the National average is the benchmark used.

Each month, the 3-week rolling average will be recalculated and the surcharge will be adjusted up or down based on the following matrix:

For any 3-week U.S. National Average Diesel Fuel price over \$4.00 add an additional 1% for every \$0.25 per gallon increase.

<u>Per Gallon Price</u>	<u>Surcharge</u>
Below- \$2.50	0%
\$2.501-\$2.75	1%
\$2.751-\$3.00	2%
\$3.001-\$3.25	3%
\$3.251-\$3.50	4%
\$3.501-\$3.75	5%
\$3.751-\$4.00	6%

- (C) **Five Item Limit:** If Contractor picks up more than five (5) items per pickup, Contractor may invoice an additional **\$2.01 per item over the five-item limit.**

- (D) **Premise Time:** If the JBE exceeds the standard five-minute Premise Time by more than two minutes, as described in Attachment A-1, section 4.a, Contractor may invoice an additional charge of **\$5.10 per minute for the additional time beyond seven minutes**. In no event will Contractor charge an additional amount if the total Premise Time is less than seven minutes.
- (E) **Daily Deposit Liability:** If the JBE's Participating Addendum indicates a Maximum Liability Amount greater than \$200,000 per day, Contractor will invoice an additional charge of **\$0.52 per \$1,000 excess liability**.
- (F) **Holiday Rates:** in the event a JBE requires a pickup on a holiday (where available), Contractor may invoice an additional **\$87.55 for each holiday**.
- (G) **Off Day-In Route Rate:** when the Contractor's vehicle is next to the area of a JBE on a day the JBE requires service, but which is not on a regularly scheduled pickup day for that JBE, Contractor may invoice an additional **\$66.95 per day** premium service charge to the scheduled service per stop rate.
- (H) **Emergency Service ("Special"):** in the event a JBE requires a pickup on a day which is not on a regularly scheduled pickup day for that JBE and which involves direct portal to portal service with exclusive use of the Contractor's vehicle, Contractor may invoice at the rate of **\$200.85 per hour with a two (2) hour minimum**.
- (I) **Weekend Service:** should weekend service be required, an additional monthly fee will be applicable as follows: Saturday, \$8.95 per month; Sunday, \$21.95 per month.

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 three percent (3%) during any one-year option period.

3.4 No Advance Payment. The JBEs will not make any advance payments; provided, however, the JBEs will be billed monthly in advance for the Services rendered under this Agreement.

3.5 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 monthly in advance for regularly scheduled Services and special Service requests in arrears no more frequently than monthly. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum: Contractor's name and address, the nature of the invoiced charge, the total invoiced amount, and such detail as is reasonably necessary to permit the JBE to evaluate the Services performed. Contractor shall adhere to reasonable and agreed upon billing guidelines issued by the JBE from time to time.

5.2 Payment. The JBE will pay each invoice received from Contractor within thirty (30) days of the date of the invoice, 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 performance of Contractor's obligations under the Agreement.

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. Notwithstanding anything to the contrary contained in this Agreement, the JBE must notify Contractor of any disputed invoice amounts within ninety (90) days of the date of invoice. Failure of the JBE to raise invoice disputes within said period of time shall constitute a waiver of any rights the JBE may have with respect to such claim, except in cases where there has been an audit finding that

- 5.4** Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, and/or where there was fraud or gross negligence on Contractor's part.
- 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 2

ATTACHMENT B-1 – Revision 4
Service Area Locations and Rates

California County (JBE)	Customer #	Site #	Site Name	Address	City	State	Zip Code	Product	Liability Limit	Item Allowance	Service Frequency	Days of Service M = Monday T = Tuesday W = Wednesday TH = Thursday F = Friday	Monthly Price
Butte	Not known	Not known	Butte County Courthouse - Oroville	One Court St	Oroville	CA	95965-3304	Armored Transportation Service	\$200,000	5	Weekly	M T W F	\$822.09
Butte	538290	538778	North County Superior Court	1775 Concord Avenue	Chico	CA	95928-9486	Armored Transportation Service	\$50,000	5	Weekly	M T W TH F	\$724.90
Fresno	627343	621896	B.F. Sisk Courthouse	1130 O Street	Fresno	CA	93721-2220	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$678.70
Fresno	627343	621893	Downtown Courthouse	1100 Van Ness Avenue	Fresno	CA	93724-0002	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$678.70
Fresno	627343	621891	Archives Facility	1963 "E" Street	Fresno	CA	93706	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$678.70
Fresno	627343	621895	"M" Street Courthouse	2317 Tuolumne Street	Fresno	CA	93721-1220	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$678.70
Imperial	627344	Not known	Brawley Courthouse	220 Main Street	Brawley	CA	92227	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$746.65
Imperial	627344	621902	Main Court	939 West Main Street	El Centro	CA	92243	Armored Transportation Service	\$35,000	5	Weekly	M T W TH F	\$746.65
Marin	621852	621963	Marin Superior Court	3501 Civic Center Drive, Room 116	San Rafael	CA	94903	Armored Transportation Service	\$200,000	5	Weekly	W, F	\$309.15
Merced	188565	376122	Merced Superior Court	1159 G St	Los Banos	CA	93635-3762	Armored Transportation Service	\$100,000	5	Weekly	Tu, F	\$427.28
Merced	188565	376121	Merced Superior Court	627 W. 21st Street	Merced	CA	95340	Armored Transportation Service	\$100,000	5	Weekly	Tu, F	\$426.32
Monterey	194013	598798	Marina Courthouse	3180 Del Monte Boulevard	Marina	CA	93933	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$724.90
Monterey	194013	598797	Monterey Courthouse	1200 Aguajito Road	Monterey	CA	93940	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$743.57
Monterey	194013	497327	Superior Court Of Calif	240 Church Street	Salinas	CA	93901	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$743.57
Placer	751748	621988	Bill Santucci Justice Center Courthouse	10820 Justice Center Dr	Roseville	CA	95678-6222	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$701.33
Placer	Not known	Not known	Historic Courthouse	101 Maple Street	Auburn	CA	95603	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$746.65
Placer	751748	621989	Tahoe Courthouse	2501 North Lake Blvd.	Tahoe City	CA	96145	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$746.65
San Francisco	627346	622033	Civic Center Courthouse	400 McAllister Street	San Francisco	CA	94102-4514	Armored Transportation Service	\$200,000	10	Weekly	M W F	\$500.23
San Francisco	627346	622031	Hall of Justice	850 Bryant Street, Suite 101	San Francisco	CA	94103	Armored Transportation Service	\$200,000	10	Weekly	M W F	\$500.23
San Francisco	627346	627356	Hall of Justice	850 Bryant Street, Suite 145	San Francisco	CA	94103	Armored Transportation Service	\$200,000	10	Weekly	M W F	\$500.23
San Francisco	627346	622032	Juvenile Justice Center	375 Woodside Avenue, Room 101	San Francisco	CA	94127	Armored Transportation Service	\$200,000	10	Weekly	Th	\$134.01
Sonoma	200250	435921	Sonoma Co Superior Crt	600 Administration Drive	Santa Rosa	CA	95403	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$1,061.28
Stanislaus	125045	323959	Stanislaus County Superior	2215 Blue Gum Ave, Room 15	Modesto	CA	95358-1052	Armored Transportation Service	\$200,000	5	Weekly	TH	\$133.57
Stanislaus	125045	323957	Stanislaus County Superior	801 10th Street, 4th Floor	Modesto	CA	95354	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$678.67
Stanislaus	125045	323960	Stanislaus County Superior	800 11th Street, Room 120	Modesto	CA	95354	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$678.67
Stanislaus	125045	323958	Stanislaus	2260 Floyd Avenue	Modesto	CA	95355	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$678.67
Stanislaus	125045	571117	Stanislaus County Turlock	300 Starr Avenue	Turlock	CA	95380	Armored Transportation Service	\$200,000	5	Weekly	W F	\$286.91
Sutter	653143	622078	Sutter Courthouse	1175 Civic Center Blvd.	Yuba City	CA	95993	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$724.90
Tehama	736280	622083	Tehama County Superior Court	1740 Walnut Street	Red Bluff	CA	96080	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$1,041.04
Tulare	616702	622087	Visalia County Civic Center	221 S. Mooney Boulevard, Room 303	Visalia	CA	93291	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$801.84
Tulare	616702	622085	Dinuba Courthouse	640 South Alta Avenue	Dinuba	CA	93618	Armored Transportation Service	\$200,000	5	Weekly	W	\$138.03
Tulare	616702	622086	South County Justice Center (SCJC)	300 East Olive Avenue	Porterville	CA	93257	Armored Transportation Service	\$200,000	5	Weekly	M T W TH F	\$746.65

End of Attachment B-1 – Revision 4