

## AGREEMENT

1. MEMORANDUM OF AGREEMENT between **ROCHESTER ARMORED CAR CO., INC.** a Minnesota Corporation hereinafter called the 'COMPANY' and **WEBB COUNTY FOR THE TAX OFFICE, 1100 VICTORIA, SUITE 107, LAREDO, TX 78040**, hereinafter called the 'CLIENT', made this 12<sup>th</sup> day of **APRIL, 2019**.

2. The Company agrees to call for, or deliver, at the Client's place of business or designated points, located within the Incorporated limits of **LAREDO, TX**, during business hours from **8:00 a.m. to 5:00 p.m.** (**BANK HOLIDAYS AND SUNDAYS EXCEPTED**, unless special arrangements are made therefore), receipt for and receive sealed or locked deposits or shipments consisting of money, negotiable instruments, or securities, or other valuables, and to deliver the same in like manner to any downtown bank or other designated depository in the corporate limits of the City of **LAREDO, TX**.

3. The Company's Liability for the loss of any shipment or deposit shall not exceed the sum of **THREE MILLION DOLLARS AND NO/100's (\$3,000,000.00)**. In regard to shipments including checks, Client agrees, insofar as possible, that a complete and accurate record is kept on all checks included in depository shipment and that a complete documentation, including identification of payees and amount and type of remittance will be made available to Company's insurance carrier in the event of loss of any shipment and that Client will cooperate in recovery and replacement of these checks insofar as possible; it is further agreed that Company's liability shall not exceed the amount described in this paragraph and shall be based on the following: (a) The actual cash involved; (b) An amount equal to actual cost of reconstruction and replacement of any checks and negotiable instruments included in said deposit.

4. Company represents that it is insured by a responsible insurance company against any loss whatsoever, occurring while the funds contained in said sealed packages are in its care, and it is a condition of this agreement that Company will maintain said insurance, or insurance of the same character, at all times during the life of this contract.

5. The responsibility of the Company shall commence when said deposits or shipments have been delivered into its possession and said responsibility shall terminate when said deposits or shipments have been delivered into the possession of the said designated Bank or consignee; and further, that the delivery of the deposits or shipments with lock or seal intact shall be evidence of safe delivery; provided, however, that in case any deposit or shipment is delivered to the said Company not distinctively securely sealed or locked, said Company shall, in no event, be liable or responsible for any shortage claimed in any such unsealed deposit or shipment.

6. The Company shall not be liable for nonperformance or delays not caused by its fault or neglect, nor shall the Company be liable for a nonperformance or delay caused by strikes, riots, war, insurrections, acts of God or the Public Enemy, or means beyond its control.

7. The Company agrees to receive and receipt for locked or sealed deposits, one time daily, Monday through Friday inclusive, at mutually agreed upon times and deliver same to Client's designated depository.

7a. The Company further agrees to deliver change and/or bank supplies at the same time and in conjunction with the aforementioned deposit pickups.

7b. It is mutually agreed that this agreement cancels and supersedes all previous agreements, riders, and endorsements attached thereto between the Client and the Company.

8. The Client agrees to pay the Company the sum of **THREE HUNDRED THIRTY-ONE DOLLARS AND 10/100's (\$331.10)** per month as regular service fee and the sum of **TWENTY-FIVE DOLLARS AND NO/100's (\$25.00)** for each special or extra trip, when used during business hours, as provided under paragraph two (2) of this agreement, after which hours the Company's night rates will apply.

8a. Reference to paragraph 2 above, specials, bank holidays, and Sunday trips shall be charged at the rate of **Twenty-Five Dollars and no/100's (25.00)** per trip.

9. Transportation Costs: During the term of this agreement, RAC reserves the right to impose a fuel related surcharge on all transportation service prices stated within this agreement. The amount of the fuel surcharge is calculated at the end of each quarter. Increases or decreases in fuel costs will be calculated on a quarterly basis based on the US National Average on highway diesel prices provided by the U.S. Department of Energy (DOE). <http://www.eia.gov/petroleum/gasdiesel>. This average will include the prior 13 weeks of the quarter just ended and will be applied to the next quarter's fuel costs. (Example: The average fuel cost during the 3 consecutive months of January-March that hits the 2% range on the matrix will result in a 2% fuel surcharge that will be applied the next quarter's (April-June) billing. The matrix does not reflect the maximum rate which might be assessed.

See Chart Page 2:

| At Least | Less Than | Fuel Surcharge Percentage |
|----------|-----------|---------------------------|
|          | \$2.55    |                           |
| \$2.75   | \$2.93    | 1.00%                     |
| \$2.93   | \$3.12    | 1.50%                     |
| \$3.12   | \$3.32    | 2.00%                     |
| \$3.32   | \$3.50    | 2.50%                     |
| \$3.50   | \$3.70    | 3.00%                     |
| \$3.70   | \$3.88    | 3.50%                     |
| \$3.88   | \$4.08    | 4.00%                     |
| \$4.08   | \$4.27    | 4.50%                     |
| \$4.27   | \$4.46    | 5.00%                     |
| \$4.46   | \$4.65    | 5.50%                     |
| \$4.65   | \$4.85    | 6.00%                     |
| \$4.85   | \$5.03    | 6.50%                     |

10. It is agreed that the Company shall not be liable (nor shall the insurance they carry afford protection) for loss or damage caused by or resulting from:

(a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack, (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by an agent of any such government, power, authority or forces;

(b) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

(c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine of Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

(d) nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in the Policy; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy.

11. The Agreement shall be and remain in full force and effect for ONE (1) year from the date hereof and thereafter from year to year, subject to the right of either party to terminate the same by giving the other party written notice of intention to terminate this Agreement at least sixty (60) days prior to any anniversary date.

12. Service Fees: The Customer agrees to pay RAC by the terms: *NET 10th PROX* (10<sup>th</sup> of the month following the invoice date), at the charges stated herein or by Attachment, for the services stipulated herein and federal, state and local taxes, where applicable, shall be added to said charges. Open invoices beyond these terms shall be assessed a *FINANCE CHARGE* of 1-1 1/2% per month of the unpaid balance (18% per annum). Notwithstanding the finance charge, failure to pay invoices in accordance with such terms shall be considered a breach of this contract and could result in a discontinuance of our services without prior notice. Customer agrees it shall have no right of offset against RAC's charges for services rendered

13. The provisions of this Agreement may be extended by mutual consent of the Company and the Client at any time by placing a rider to same, properly acknowledged and accepted by both.

COUNTY OF WEBB  
"Client"

ROCHESTER ARMORED CAR CO., INC.  
"Company"

By: \_\_\_\_\_

By:   
William P. Shea  
Sales & Service

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

LICENSED BY:  
TEXAS BOARD OF PRIVATE INVESTIGATORS  
AND  
PRIVATE SECURITY AGENCIES

P.O. BOX 4087  
AUSTIN, TEXAS 78711

5805 N. LAMAR BLVD  
AUSTIN, TX 78752-4422  
512-424-7710

**ATTESTED:**

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Margie Ramirez-Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

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Ramon A. Villafranca, Jr.  
Assistant General Counsel  
Webb County Civil Legal Division\*

\*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Passed and approved by the Webb County Commissioners Court  
On May 13, 2019; item no. \_\_\_\_\_.*