



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

October 18, 2013

Mr. David S. Harry
Inside Sales Specialist
Brink's U.S.
A Division of Brink's, Incorporated
555 Dividend Drive
Coppell, Texas 75019

**RE: Brink's Services Agreement for the Baldwin County Probate Court Armored
Transportation Services of Public Funds**

Dear Mr. Harry:

Enclosed is a **fully executed copy** of the *Brink's Services Agreement* approved during the October 1, 2013, Baldwin County Commission meeting, for the Baldwin County Probate Court's armored transportation services of public funds applicable only to the Probate Court location at the Foley Satellite Courthouse.

If you have any questions or need further assistance, please do not hesitate to contact Judge Tim Russell, at (251) 937-0260.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

TD/cfc Item BD2

cc: Judge Tim Russell
David Wood
Bobbie McMillan
Sara Peden
Kim Creech
Eva Cutsinger
David Brewer
Erica Christmas

ENCLOSURE



SERVICES AGREEMENT

AGREEMENT NO. 10000027401

RECEIVED
OCT 15 2013

BY: _____

THIS SERVICES AGREEMENT (together with Attachment(s), the "Agreement") is made by and between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's"), a Delaware corporation with offices located at 555 Dividend Drive, Suite 100, Coppell, TX 75019, and **BALDWIN COUNTY COMMISSION-PROBATE JUDGE** ("Customer") with offices located at **220 Courthouse Sq, Bay Minette, AL-36507-4812** is entered into this 17 day of **Sep, 2013**.

I. DEFINITIONS

- "Attachment" means any rider, schedule, exhibit, amendment or other addendum incorporated into this Agreement.
- "Business Days" means Monday through Friday except holidays observed by the Facility performing Services hereunder.
- "Delivery Location" means the location designated by Customer as the place where Brink's is to deliver Shipments.
- "Distinctively and Securely Sealed" means that the container used to hold any Property to be transported by Brink's has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container.
- "Fragile Property" means any breakable item, including without limitation, decorative pieces, works of art, and jewelry.
- "Loss" means any loss of, damage, theft or destruction to Property.
- "Maximum Liability Amount" means the total liability assumed by Brink's for a Loss of all or part of a Shipment, as specified in the Attachment(s).
- "Pick-Up Location" means the location designated by Customer in an Attachment as the place where Brink's is to receive Shipments.
- "Property" means currency, coin, checks, securities, other financial instruments, and other valuables agreed to be transported by Brink's.
- "Rates" means the charges for Services as listed in the Attachment(s).
- "Services" means armored transportation and related services to be provided to Customer as described in Section II below.
- "Shipment" means one or more sealed containers of Property received by Brink's at the same time at a single Pick-Up Location, which are to be delivered to a single Delivery Location.

II. BRINK'S RESPONSIBILITIES

- Brink's shall: (a) arrive at the Pick-Up Locations to request Shipments; (b) sign a receipt for Shipments received by Brink's; and (c) deliver such Shipments to the Delivery Location and obtain a receipt for such delivery. Brink's may return the Shipment to the Pick-Up Location in the event that delivery cannot reasonably be made by Brink's to the Delivery Location. The Services will be performed during Brink's regular business hours as scheduled by Brink's local office(s) performing the Services unless otherwise specified in the Agreement. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon. Services will be performed on Business Days, unless otherwise specified in the Attachments.

III. CUSTOMER'S RESPONSIBILITIES

- Customer shall place all Property to be received by Brink's in Distinctively and Securely Sealed containers.
- Customer warrants that it shall declare the actual value of each Shipment and each Distinctively and Securely Sealed container in the Shipment. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's and agrees, in the event of Loss, to be bound by its declaration of value.
- Customer will not include Fragile Property in a Shipment unless specifically agreed to by Brink's in an Attachment.
- The locations serviced under this Agreement, whether listed in an Attachment or otherwise, shall not be deleted from service by Customer during the term of this Agreement unless such Location is permanently closed or sold.

IV. CHARGES AND PAYMENT

- Within thirty (30) days of the date of invoice, Customer shall pay Brink's the Rates plus all applicable Federal, State and local taxes. The Rates may be amended by Brink's via invoices, letters, or other writings. Except for Rate changes made pursuant to paragraph 3 of this section, Customer may, by written Notice within twenty (20) days of such invoice, letter or other writing, reject any charges differing from the Rates. Otherwise, Customer shall be deemed to have accepted such increase. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written Notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by Customer.
- All charges remaining unpaid after the invoice due date are subject to an interest charge at the lesser of 1½% per month or the maximum rate allowed by law.
- Brink's may increase Rates effective January 1 of each year of this Agreement, or upon written communication in the event of a change in economic conditions that increases Brink's operating costs.
- In addition to the other charges specified in this Agreement, Customer will pay a fuel surcharge which will be adjusted from month to month as described in the applicable Attachment.
- Customer shall pay Brink's for all changes in scope of Services whether requested by Customer in writing or verbally.

V. BRINK'S LIABILITY; LIMITATIONS; EXCLUSIONS

- Brink's liability for any of its obligations under this Agreement, including without limitation liability for the Loss of a Shipment, shall not exceed the lesser of the following: Maximum Liability Amount; the actual value of the Loss; or the declared value of the Property subject to the Loss. Brink's liability shall commence when the Shipment has been received into Brink's possession and a receipt has been signed for such Shipment and shall terminate when the Shipment has been delivered to the Delivery Location, or returned to the Pick-Up Location in the event that delivery cannot reasonably be made by Brink's.
- Brink's liability for Loss shall not exceed the Maximum Liability Amount, notwithstanding anything to the contrary contained in any oral statement, invoice, receipt or other document. Brink's is not responsible for determining the contents or value of any Shipment.
- If Customer requests that Brink's transport an amount over the Maximum Liability Amount ("Excess Liability"), the Maximum Liability Amount for a Loss arising out of that Shipment will increase: (i) if mutually agreed in writing by the parties prior to Brink's receiving the Shipment; and (ii) Customer is able to show it paid to Brink's prior to the Loss, the additional charges associated with transporting the Excess Liability.
- Brink's shall not be liable for any shortage within any Shipment that: (a) is not Distinctively and Securely Sealed when received by Brink's; (b) occurred before Brink's received possession of the Shipment; or (c) shows no external evidence of tampering when received by Brink's. Brink's shall not be liable for a Loss caused in whole or in part by the criminal acts, or fraud of Customer, its employees, representatives or agents.
- In the event of Loss of checks or other financial instruments (together "Checks"), Brink's agrees to pay for: (a) Customer's reasonable costs in identifying and replacing the Checks, and (b) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Loss of such Shipment shall include the referenced \$25,000. Customer shall maintain a complete record of all Checks in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Brink's for all amounts that are recovered as the result of such efforts.
- Brink's shall not be liable for non-performance or delays of Service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or means beyond Brink's control.
- (a) Brink's shall not be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority. (b) In no case shall Brink's be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (6) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes. (c) The following limitation shall not apply to Property in transit. Brink's shall not be liable for Loss or for nonperformance or delays of Service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- Brink's is not an insurer under this Agreement. Brink's shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.

VI. INSURANCE

- Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall

adequately cover the Maximum Liability Amount. Upon Customer's written request, Brink's will provide a certificate of insurance. Customer shall be given thirty (30) days notice in the event such insurance coverage is canceled, not renewed or materially restricted.

2. Customer shall at all times maintain comprehensive general liability insurance coverage, including contractual liability and premises liability. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Brink's evidence of such insurance coverage, and Customer agrees that Brink's shall be given thirty (30) days notice in the event that such insurance coverage shall be canceled, not renewed or materially restricted.

VII. FILING OF CLAIMS; PROOF OF LOSS

1. In the event of Loss under this Agreement, Customer shall notify Brink's as soon as practicable and provide written Notice to Brink's within one (1) business day after the Loss or suspected Loss is discovered or should have been discovered so that Brink's and Customer can effectively initiate investigation of the Loss. In no event will Customer provide Notice of Loss more than thirty (30) days after the Property which is the subject of the claim was received into Brink's possession. It is Customer's responsibility to verify Shipment deliveries promptly. Unless such Notice is given by Customer within the time prescribed, any and all claims by Customer for Loss shall be deemed waived. No action, suit or other proceeding to recover for any such Loss shall be brought against Brink's unless (a) the above described Notice has been given to Brink's, and (b) such action, suit or proceeding is commenced within twelve (12) months after receipt of such Property into Brink's possession.
2. Customer shall maintain a record of all Property placed in any Shipment and shall promptly and diligently assist Brink's in establishing the identity of any Loss in any Shipment. Customer agrees to mitigate its damages in connection with any Loss. Brink's and Customer shall fully cooperate in conducting an investigation, and any question of a Loss or the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation.
3. Affirmative written proof of the Loss, subscribed and sworn to by Customer and substantiated by the books, records and accounts of Customer, shall be furnished to Brink's prior to payment of a claim. Upon payment of a claim by Brink's, Customer hereby assigns to Brink's all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties that are the subject of the claim. Customer will execute any documents necessary to perfect such assignment upon request by Brink's or Brink's insurers.

VIII. DEFAULT; REMEDIES; TERMINATION

1. In the event of early termination under this Agreement other than for material breach by Brink's, Customer agrees that actual damages might be sustained by Brink's which are uncertain and would be difficult to determine. Customer hereby agrees to pay Brink's, as liquidated damages and not as a penalty, all remaining charges that would have been payable to Brink's from the date of termination up to and including the date of expiration of the then current term of this Agreement, plus any capital costs incurred by Brink's as a result of entering into this Agreement. Should Customer default in the payment to Brink's of any amounts due under this Agreement, then Customer shall also be responsible for interest as provided above and all attorney's fees, costs and expenses incurred by Brink's in the collection of such past due amounts. The past due amounts, interest and collection costs constitute "Unpaid Obligations". In addition to the other remedies provided in this Agreement and under applicable law, Customer hereby agrees that Brink's shall be permitted to retain as a credit and to offset against such Unpaid Obligations, on a dollar for dollar basis, any Property which Brink's has in its possession under this Agreement.
2. Services shall begin on the 17 day of September, 2013 and shall continue for a minimum term of 1 year(s). Thereafter this Agreement shall automatically renew from year to year until cancelled, by either party, on at least sixty (60) days written Notice prior to the anniversary date.
3. Either party may terminate this Agreement in the event of a material breach of this Agreement (including non-payment) by the other party, provided that such breach continues for a period of thirty (30) days after receipt by the breaching party of written Notice from the non-breaching party specifying the nature of such breach. No written Notice is required if the breach is non-payment of amounts due. If such breach is cured within the applicable cure period, then this Agreement shall continue in full force and effect.

IX. MISCELLANEOUS

1. Brink's may, in its discretion, choose to perform any or all of the Services itself or through its employees, agents or independent subcontractors. Any employee, agent or independent subcontractor performing Services shall be entitled to the benefit of every limitation and defense to which Brink's is entitled hereunder. Notwithstanding the foregoing, Customer shall look solely to Brink's for reimbursement of any Loss in accordance with the terms of this Agreement.
2. All "Notices" under this Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; proof of transmission date of facsimile transmission; or delivery date of overnight courier or certified mail service. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by Notice. Notice to Brink's, including Bankruptcy notifications, shall also be sent to: Legal Dept., Brink's U.S., 555 Dividend Dr., Coppell, TX 75019.
3. Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.
4. This Agreement governs the rights and responsibilities of Customer and Brink's. Customer agrees to look only to the provisions of this Agreement for any claim against Brink's relating to Customer's Property.
5. Each party agrees to comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.
6. This Agreement and the Attachments, all as may be amended from time to time, constitute the entire agreement and understanding between Customer and Brink's with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied. Except with respect to Rates, this Agreement may only be amended or superseded by a writing signed by the parties. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement or any claim or cause of action otherwise arising out of or related to this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither of the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise.
7. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.
8. The failure of either party to require strict adherence to any term of this Agreement will not be deemed a waiver or deprive that party of the right thereafter to insist upon strict adherence to any term of this Agreement.
9. The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
10. CUSTOMER AND BRINK'S HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN ANY WAY OUT OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
11. The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
12. Customer's performance of its obligations hereunder shall not be excused or relieved by any claims of Customer to a right(s) of abatement, deduction, setoff or recoupment against Brink's.
13. THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS AND CONDITIONS, THE INTERPRETATION OF THE RIGHTS AND RELATIONSHIPS OF THE PARTIES HERETO, INCLUDING BUT NOT LIMITED TO ALL CLAIMS OR CAUSES OF ACTION (WHETHER BROUGHT IN CONTRACT OR TORT) THAT MAY BE BASED ON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, WITHOUT REGARD TO THE CONFLICTS OF LAWS AND PRINCIPLES THEREOF.
14. If Customer files for protection under any provision of the Bankruptcy Code (11 U.S.C. S. 101, et seq.), Customer shall file among its first day motions a motion seeking authorization (1) to assume the Brink's contract, (2) to pay Brink's all amounts due under the contract on ongoing basis, and (3) to pay as a cure claim any past due amounts.
15. To the extent Services include transportation, Customer agrees: (a) that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement and (b) Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.
16. Customer will not assign this Agreement without the prior written consent of Brink's.
17. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

AGREED AND ACCEPTED:

"CUSTOMER":

BALDWIN COUNTY COMMISSION-PROBATE JUDGE

Brink's U.S. a Division of Brink's Incorporated

By: _____

(Customer Signature)

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

II. RATES

STORE / UNIT NUMBER	ADDRESS	CITY	ST	ZIP	BRINK'S BRANCH	DAYS/WEEK	RATE	PER
BALDWIN OPR	201 E Section Ave	Foley	AL	36535-2769	B0414 - MOBILE	T F	\$225.33	MO

III. ADDITIONAL FEES

BALDWIN COUNTY PROBATE MASTER CIT 4688

Item Rates	Amount	
CIT Emergency Service - Per Hour - RUR	\$110.00000	(for contracts without flat monthly billing)
CIT Emergency Service - Per Hour - RUR	\$220.00000	
CIT Emergency Service - Rural	\$65.00000	
CIT Excess Items	\$2.00000	
CIT Excess Liability per \$1000	\$0.25000	
CIT Excess Time	\$2.00000	
CIT Holiday Service - Rural	\$65.00000	
CIT Unscheduled Service - Rural	\$65.00000	
CIT Sameday Service - Per Hour - RUR	\$220.00000	
CIT Sameday Service - Per Hour - RUR	\$110.00000	
Excess Charges	Threshold	Premise Details
Excess liability - B0414	\$25,000.00	-
Excess items - B0414	10	Items
Excess premise time - B0414	10	Minutes 00:00 - 23:59

IV. FUEL SURCHARGE

A fuel adjustment will be determined on a quarterly basis according to the charts and formula below. The formula to determine the fuel surcharge is:

Applicable fee(s) for Services requiring/involving transportation for the quarter x fuel surcharge percentage as set forth in the table below = Total fuel surcharge

Fuel Prices will be based on the U.S. Department of Energy, Energy Information Administration, Retail On-Highway Diesel Fuel Prices reported monthly.

FUEL PRICE/GAL

Minimum	Maximum	Surcharge	Minimum	Maximum	Surcharge
\$0.01	\$2.50	6.25%	\$3.95	\$4.00	13.75%
\$2.51	\$2.55	6.50%	\$4.00	\$4.05	14.00%
\$2.56	\$2.60	6.75%	\$4.06	\$4.10	14.25%
\$2.61	\$2.65	7.00%	\$4.11	\$4.15	14.50%
\$2.66	\$2.70	7.25%	\$4.16	\$4.20	14.75%
\$2.71	\$2.75	7.50%	\$4.21	\$4.25	15.00%
\$2.76	\$2.80	7.75%	\$4.26	\$4.30	15.25%
\$2.81	\$2.85	8.00%	\$4.31	\$4.35	15.50%
\$2.86	\$2.90	8.25%	\$4.36	\$4.40	15.75%
\$2.91	\$2.95	8.50%	\$4.41	\$4.45	16.00%
\$2.96	\$3.00	8.75%	\$4.46	\$4.50	16.25%
\$3.01	\$3.05	9.00%	\$4.51	\$4.55	16.50%
\$3.06	\$3.10	9.25%	\$4.56	\$4.60	16.75%
\$3.11	\$3.15	9.50%	\$4.61	\$4.65	17.00%
\$3.16	\$3.20	9.75%	\$4.66	\$4.70	17.25%
\$3.21	\$3.25	10.00%	\$4.71	\$4.75	17.50%
\$3.26	\$3.30	10.25%	\$4.76	\$4.80	17.75%
\$3.31	\$3.35	10.50%	\$4.81	\$4.85	18.00%
\$3.36	\$3.40	10.75%	\$4.86	\$4.90	18.25%
\$3.41	\$3.45	11.00%	\$4.91	\$4.95	18.50%
\$3.46	\$3.50	11.25%	\$4.96	\$5.00	18.75%
\$3.51	\$3.55	11.50%	\$5.01	\$5.05	19.00%
\$3.56	\$3.60	11.75%	\$5.06	\$5.10	19.25%
\$3.61	\$3.65	12.00%	\$5.11	\$5.15	19.50%
\$3.66	\$3.70	12.25%	\$5.16	\$5.20	19.75%
\$3.71	\$3.75	12.50%	\$5.21	\$5.25	20.00%
\$3.76	\$3.80	12.75%	\$5.26	\$5.30	20.25%
\$3.81	\$3.85	13.00%	\$5.31	\$5.35	20.50%
\$3.86	\$3.90	13.25%	\$5.36	\$5.40	20.75%
\$3.91	\$3.95	13.50%	\$5.41	\$5.45	21.00%
			\$5.46	\$5.50	21.25%

Note: For every additional \$.05 increase in fuel price will result in an additional .25% in surcharge.

This Exhibit is entered into as of 17-Sep-2013 (the "Effective Date").

"CUSTOMER":

BALDWIN COUNTY COMMISSION-PROBATE JUDGE

"BRINK'S":

Brink's U.S. Division of Brink's, Incorporated

By: Tucker Dorsey
(Customer Signature)

By: David Harry

Name: Tucker Dorsey

Name: David Harry

Title: Chairman

Title: ASS

