



TRANS AMERICA PROTECTION CORPORATION

7365 Remcon Circle B-201 El Paso TX 79912

915-581-3125 Fax 915-581-3143

Tx Lic. B-13222

SERVICE AGREEMENT

AGREEMENT dated as of August 14, 2023, between Trans America Protection Corporation (the "Contractor"), with its principal business at 7365 Remcon Circle, Ste B-201, and Town of Anthony, Texas (the "Company"), with its principal place of business at 401 Wildcat Dr, Anthony, Texas 79821.



Company and Contractor agree as follows:

1. WORK

- A. Description of Work. Contractor agrees to furnish all supervision, labor, materials, transportation and warranties necessary to perform the work (the "Work") described on Exhibit A.
- B. Deposits/Deliveries. Contractor will pick up TD Bag and deposit at designated bank daily described on Exhibit A.
- C. Change Orders. At times the company may request change orders. Contractor will pick up requested change order from designated bank and deliver to company next business day described on Exhibit A.
- D. Company may, from time to time as it deems necessary, make changes by altering, adding to or deducting from the Work. Each change will be set forth in a Change Order in the form of notification in writing, which will be signed by the Company and Contractor.

2. CONTRACTORS RESPONSIBILITIES

- A. Standards. Contractor will perform the Work in a thorough and workmanlike manner and to the satisfaction of the Company.
- B. Invoicing. The contractor will submit invoices for the amounts at the end of each month to designated accounts payable person for company. Terms are Net 10 days of date of invoice. The company will not be obliged to make any payments for any additional work which has not been approved, in advance in writing.
- C. Armored Guards. All guards will be licensed by the Texas Department of Public Safety, Private Security Bureau and uniformed as an armed guard. All guards will receive training and orientation prior to the start of their shift. A site supervisor will be responsible for training and supervising of the Work Site.
- D. Contractor represents and warrants that the Work will be conducted and completed in a manner and with materials which comply with all applicable laws, regulations, ordinances, and codes including, among others, all those relating to labor, employments, and the environment.
- E. Insurance. The contractor will, at a minimum, procure and maintain the applicable insurance coverage described below and other insurance as the Company reasonably requires covering the property or liability arising from the Work.

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 TOA Initials

1. Contractor's insurance coverage. Contractor will carry primary general liability insurance covering personal injury, bodily injury and property damage arising from operations and premises involved in the Work, with a combined single limit of liability not less than \$1,000,000 per occurrence, primary automobile liability insurance covering all owned, non-owned, and hired vehicles used by or on behalf of Contractor in connection with the Work.

3. COMPANY'S RESPONSIBILITIES

- A. Work and Materials. The company will perform the work and will furnish the materials and equipment only to the extent set forth on Exhibit A.
- B. Payment. Company will review and approve invoices submitted by Contractor and will make payment upon completion of the Work, in accordance with the terms set forth on Exhibit A. All invoices will be submitted to the Company monthly. The invoice will be submitted to the Company via terms stated by the Company in Exhibit A. Payment is due in full net 10 days from receipt of invoice.
- C. Company will not, and will cause its employees, agents and all other persons affiliated with company not to interfere with the management, disciplinary or employment actions of any employee of Contractor.

4. RIGHT TO STOP THE WORK

- A. Defective or improper work. Company will give Contractor 48 hours' notice to correct defective or deficient Work. If contractor fails to correct defective or deficient Work or fails to carry out the Work in accordance with Exhibit A, Company may, but is not required to, order Contractor to stop the Work, or any portion thereof. The contractor may then terminate the Service Agreement with Cause, after 30 days' notice of termination is given. Any payment due Contractor upon termination will be due immediately.
- B. The Contractor will give notice to Company for any delinquent invoices and the Company will have 10 days to comply with payment. The Contractor may terminate the Work for non-payment for any delinquent invoices past 30 days, after notifying the Company of such delinquency and upon the 10th day may terminate Work without further notice.

5. CONFIDENTIAL INFORMATION

Contractor will not, and will cause its employees, agents and all other persons performing the Work, not to disclose or make use of any confidential information including, but not limited to any information concerning the Company, its business and operations, or trade secrets disclosed to or acquired by Contractor, its employees, agents, and such other persons, while performing the Work. The Company will not, and will cause its employee's, agents and all other persons employed by Company not to disclose or make use of any confidential information including, but not limited to any information concerning the Contractor, its business and operations, or trade secrets disclosed or acquired by the Company, its employees, management, agents, and such other persons affiliated with the Company.

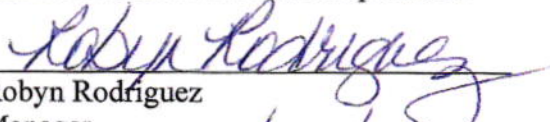
 TAPC Initials
 TOA Initials

6. TERMS AND CONDITIONS

- A. Term. The Terms of this Agreement are as described in Exhibit A.
- B. Default. Company has the right to terminate this Agreement immediately if Contractor defaults in its obligations under Section 4a.
- C. With Cause. Company has the right to terminate this Agreement at any time upon 30 days 'notice to Contractor if Contractor defaults in its obligations under section 4a.
- D. Without cause. Company has the right not to renew Agreement upon expiration.
- E. By Contractor. If Company defaults in its obligations under this Agreement, then the Contractor may, after 10 days' prior written notice to Company, terminate this Agreement and recover from Company payment and any expense incurred by Contractor in recovering payment such as, collection fees, attorney's fees, etc. unless Company cures default within the 10-day period.
- F. The Contractor will charge \$ 10.00 per pickup beginning September 1, 2023, through August 31, 2024. The pick up schedule will be three (3) times a week: Mondays, Wednesdays and Friday's.

[CONTRACTOR]


Trans America Protection Corporation


Robyn Rodriguez
Manager

Date: 8/24/23

[COMPANY]

Town of Anthony, Texas


Title: Honorable Mayor

Date: August 23, 2023

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SERVICE AGREEMENT EXHIBIT A

1. The Company is Town of Anthony, Texas (TOA).
2. The work to be performed by Contractor (TAPC) under this Agreement comprises the following:
 - Sealed TD Bags are picked up after designated time from TOA Hall. Time is designated by TOA.
 - Monday, Wednesday, and Friday excluding Holidays.
 - Deposits are made daily to the Vantage Bank on Arizona.
 - Change orders will be delivered next business day.
 - If there is no deposit, the TAPC office needs to be notified before Armored Transport Guard arrives at TOA or there will be a charge for the attempted pick up.
3. The Terms of this Agreement are September 1, 2023, from the date hereof. The Agreement will automatically expire, August 31, 2024, unless both parties mutually agree to extend the contract.
4. Invoicing will be submitted monthly with terms net ten (10) days from receipt of invoice. The invoice will be emailed to TOA 401 Wildcat Dr, Anthony Tx 79821.
5. The representative is Robyn Rodriguez for Trans America Protection Corporation.
6. The approved amount is a rate of \$10.00 per pick up, three (3) times a week. The TOA is tax exempt, so no sales tax will be added.
7. The Contractor (TAPC) will notify TOA when there is a change in armored personnel and provide them with color copies of the authorized personnel delegated to pick up the TD Bag deposit.
8. In the event there is a federal Minimum wage increase while the agreement is in place, TAPC will notify TOA of any change to rate per pick up. TOA will have 30 days to agree to a new quoted rate amount or terminate the agreement.

 TAPC Initials
 TOA Initials