

0150-13157-0000

T R A N S M I T T A L

TO The City Council The City Attorney	DATE 05/13/2026	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT ALL	

Proposed Contract with Loomis Armored U.S., LLC, for citywide armored courier services

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act; otherwise, the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the attached report from the City Administrative Officer.



MAYOR

(Mitch Kamin for)

MWS:LRR:05260110

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 3/27/26	C.D. No. ALL	CAO File No.: 0150-13157-0000				
Contracting Department/Bureau: Office of Finance		Contact: Jesse Bustamante (213) 978-1554					
Reference: Transmittal from the Office of Finance dated March 4, 2026. Transmitted from the Mayor on March 4, 2026							
Purpose of Contract: Citywide armored courier services.							
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Five years, with one five-year option to extend					
Contract/Amendment Amount: \$7,200,000							
Proposed amount \$ 7,200,000 + Prior award(s) \$ 0 = Total \$ 7,200,000							
Source of funds: Fund 100, Dept. 39, Account No. 004040 – Bank Services Fees							
Name of Contractor: Loomis Armored U.S., LLC							
Address: 2500 Citywest Boulevard, Suite 2300, Houston, TX 77042							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 1%				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

Approve and authorize the Director of the Office of Finance, or designee, to execute the proposed contract with Loomis Armored U.S., LLC, to provide Citywide armored courier services. The term of the proposed contract is five years, with one five-year option to extend. The maximum allowable compensation shall not exceed \$7,200,000, subject to review and approval of the City Attorney as to form.

SUMMARY

In accordance with Executive Directive No. 3, the Office of Finance (Department) requests approval to execute a contract with Loomis Armored U.S., LLC (Contractor) for Citywide armored courier services for a five-year term, with one five-year option to extend for a cumulative term of ten years and a maximum allowable compensation of \$7,200,000.

Under the terms of the proposed agreement, the estimated annual cost of the contract is \$720,000, which will be partially funded from the Department’s 2025-26 Bank Services Fees Account for this purpose. The remaining funds have been submitted as a 2026-27 budget request. The services include

<i>LaTanya Roux</i>	<i>Ylenda Chavez</i>		
LRR	Analyst	05260110	for City Administrative Officer

armored pickup and delivery of bank deposits to a specified bank/financial institution or departments daily, or as specified by each requesting department.

On May 15, 2025, the Department issued a Request for Proposals (RFP) seeking bids from a qualified firm to provide high-security armored car transport and cash handling services. The Department received a single bid by the June 20, 2025 deadline. An Evaluation Panel, consisting of staff from the Department's Treasury and Investment Division reviewed and evaluated the proposal based on the following criteria:

- Quality, consistency, reliability, and security of armored courier services (30 points);
- Availability and quality of customer support services and dedicated customer service staff (20 points);
- Quality, enhanced, user-friendly online platform (20 points);
- Ability to report and resolve loss claims (15 points); and,
- Value offered to the City, relative to professional experience and past performance (15 points).

The Department utilizes armored courier services via an existing contract between JPMorgan Chase and a service provider. The Department and JPMorgan Chase agreed to a temporary pass-through payment arrangement whereby the City is invoiced for armored courier services through its monthly bank statement. Charter Section 301(a) authorizes the City Treasurer as the custodian of monetary deposits to execute the contract for armored courier services.

In accordance with Charter Section 1022, the Personnel Department determined that the City does not have the classifications to perform the duties set forth in the proposed contract. On May 12, 2025, a Notice of Intent to Contract was submitted to the Employee Relations Division.

In accordance with Los Angeles Administrative Code Section 10.5(a), City Council approval of the Agreement is required, as the cumulative term of the contract exceeds three years.

FISCAL IMPACT STATEMENT

The annual contract amount of \$720,000 will be partially funded from the Bank Services Fees Account. The balance has been submitted as a 2026-27 departmental budget request and is subject to approval by the Mayor and Council through the annual budget process. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendation stated in this report is in compliance with the City's Financial Policies in that current and future expenditures are limited to the appropriation of funds in the budget.

MWS:LRR:05260110

Attachment

Evaluation of Proposal

An evaluation committee, comprising three Finance staff from the Treasury and Investment Divisions, scored the proposals based on the following criteria outlined in the RFP:

	Rating Criteria	Points
1	Quality, consistency, reliability, and security of armored courier services in the fulfillment of bank deposit transports and ability to adhere to the Citywide delivery schedule.	30
2	Availability and quality of proposer customer support services and proposer dedicate customer service staff.	20
3	Quality, flexibility, robustness, ease-of-use, and understandability of the proposer online platform and of reports regarding proposer services.	20
4	Ability of the proposer to report and resolve loss claims and proposer history of cooperation with substantiation of claims.	15
5	Value offered to the City considering cost in comparison to professional capabilities and experience and past performance in respect to quality, adherence to budget and schedule.	15

The evaluation panel conducted a comprehensive review of Loomis’s proposal, which received a total score of 71.1 out of 100. Loomis demonstrated the qualifications necessary to satisfactorily meet the needs of the City.

CURRENT REQUEST

Armored courier services are essential for the safe and secure pickup, transportation and processing of the City’s daily bank deposits. As such, Finance requests the authority to enter into an agreement with Loomis Armored, LLC for ten (10) years, consisting of an initial five-year term and a five-year extension option. The Office of the City Attorney has reviewed the attached draft agreement.

FISCAL IMPACT

Finance has requested ongoing baseline funding of \$720,000 in the Contractual Services Account to cover the costs of these armored courier services under the 2026-27 Budget Program Request. Historically, these expenses were processed as a pass-through payment via the City’s banking services contract with JPMorgan Chase. By executing this agreement, the City will transition away from this temporary courtesy arrangement and ensure that dedicated funding is properly allocated for the secure transport and deposit of cash collected for City taxes, permits and services.

The Honorable Mayor Karen Bass

March 4, 2026

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RECOMMENDATION

Finance respectfully requests that the City Council, subject to the approval of the Mayor:

Authorize the Director of Finance to execute an agreement with Loomis Armored U.S. LLC. for a period of five (5) years, with an option for an additional five (5) year extension, for a period of ten (10) years, subject to final review and approval by the Office of the City Attorney as to form and legality.

If you have any questions, please contact Jesse Bustamante, Senior Management Analyst, at (213) 978-1554 or by e-mail at jesse.bustamante@lacity.org.

Sincerely,



Diana Mangioglou
City Treasurer / Director of Finance

Attachment

cc: Lidia Manzanares, Office of the Mayor
Thomas Arechiga, Office of the Mayor
Delilah Puche, Office of the City Administrative Officer
LaTanya Roux, Office of the City Administrative Officer
Angela Berumen, Office of Finance
Thomas Juarez, Office of Finance
Mario Interiano, Office of Finance

AGREEMENT NO. C-_____

BETWEEN

THE CITY OF LOS ANGELES

OFFICE OF FINANCE

AND

LOOMIS ARMORED US, LLC

FOR

ARMORED COURIER SERVICES

AGREEMENT NO. C-_____
BETWEEN
THE CITY OF LOS ANGELES
OFFICE OF FINANCE
AND
LOOMIS ARMORED US, LLC
FOR
ARMORED COURIER SERVICES

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (“City”), acting by and through its Office of Finance (“Finance”), and Loomis Armored US, LLC, (hereinafter referred to as “Contractor”), referred collectively herein as “Parties” or individually as “Party”, with reference to the following:

WHEREAS, the Office of Finance, pursuant to the City Charter, provides management, implementation, coordination and oversight of City treasury operations and banking services on behalf of other City Departments;

WHEREAS, multiple City Departments require the safe and secure transport of bank deposits containing checks, cash, and other valuable documents from various City facilities to designated banks and financial institutions;

WHEREAS, the City expects its armored courier services provider to be highly experienced, be able to work with all of the City’s banking partners, and able to provide services to large businesses or municipal entities, capable of offering the highest quality of service at a reasonable cost;

WHEREAS, the City on May 15, 2025, issued a Request for Proposals (“RFP”) under Charter Section 372, seeking proposal from qualified firms for armored courier services and subsequently found that the Contractor was the most responsive proposer;

WHEREAS, the Contractor represents that it has the expertise, skills, and abilities to provide services specified under the City’s Request for Proposals; and

WHEREAS, the Parties wish to enter into this Agreement pursuant to which the Contractor agrees, for consideration and upon the terms and conditions provided within this Agreement, to perform the above-referenced services;

NOW, THEREFORE, in consideration of the above premises and of the representations and covenants hereinafter set forth, the Parties hereto represent and covenant as follows:

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1. Parties to the Agreement are:

1.1.1. City – The City of Los Angeles, Office of Finance, a municipal corporation, having its principal office at 200 N. Spring St., Room 220, Los Angeles, California 90012.

1.1.2. Contractor – Loomis Armored US, LLC, having its principal office at 2500 Citywest Blvd, Suite 2300, Houston, Texas 77042.

1.2. Representatives of the Parties

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

1.2.1. The City's representative is, unless otherwise stated in the Agreement:

Diana Mangioglu,
City Treasurer/Director of the Office of Finance
Los Angeles Office of Finance
200 N. Spring St., Room 220
Los Angeles, California 90012

With copies to:

Thomas Juarez
Chief Investment Officer
Office of Finance,
200 N. Spring St, Room 220, Mailstop 766
Los Angeles, CA 90012
Email: Tom.juarez@lacity.org

1.2.2. The Contractor's representative is, unless otherwise stated in the Agreement:

Adam S. O'Sullivan
Vice President
Financial Business Development
Loomis Armored US, LLC
2500 City West Boulevard, Suite 2300
Houston, TX 77042
Email: adam.osullivan@us.loomis.com

With copies to:

Nikolay Pogosov
General Counsel
2500 City West Boulevard, Suite 2300
Houston, TX 77042
Email: nikolay.pogosov@us.loomis.com

- 1.3. Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be affected by personal delivery or by email, registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.
- 1.4. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within fifteen (15) business days of such change.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall be for five (5) years commencing on the Effective Date hereof, with an option to extend the term for an additional five (5) years upon mutual agreement by both Parties. City agrees that Contractor is the exclusive provider for the locations serviced under this Agreement.

2.1. Effective Date

The Effective Date of this Agreement shall be the date upon which the last of the following events should occur:

1. This Agreement has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor hereto;
2. This Agreement has been approved by the Director of the Office of Finance;

3. The Office of the City Attorney has indicated the approval as to form of this Agreement; and
4. This Agreement has been signed on behalf of the City by the person designated to so sign by the City Council or by the board, officer, or employee authorized to enter into this Agreement.

3. SERVICES TO BE PROVIDED BY THE CONTRACTOR

Contractor shall provide the following services.

3.1. General Description of Services

Contractor shall provide armored car pickup and delivery of bank deposit services to a specified bank/financial institution or departments daily, Monday through Friday, from 7:00 a.m. – 5:00 p.m. PT or as specified by each asking department. No pick-ups will be required for the following City recognized holidays on their day of observance:.

Holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr.'s Birthday (the third Monday in January)
- President's Day (the third Monday in February)
- Cesar E. Chavez Birthday (the last Monday in March)
- Memorial Day (the last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (the first Monday in September)
- Indigenous Peoples Day (the second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (the fourth Thursday in November)
- The Friday after Thanksgiving Day
- Christmas Day (December 25)
- Any day or portion thereof declared to be a holiday by proclamation of the Mayor with the concurrence of the City Council by resolution.

When any holiday from the above list falls on a Sunday, it shall be observed on the following Monday. When any holiday from the above list falls on a Saturday, it shall be observed on the preceding Friday.

Contractor shall not assess an additional charge if a department fails to have one of its deposits available for pick-up at the designated time, and the bag(s) are carried forward to the next business day's pick-up.

Should Contractor fail to pick-up a scheduled deposit, Contractor shall make a make-up trip, as requested by the department, at no extra cost to the department. Contractor is required to establish procedures to ensure that all bank deposit bags are tracked, inventoried, and delivered promptly to the correct bank or financial institution as designated on the bag. Should an error occur such as incorrect delivery or loss, Contractor shall provide verbal notice of the error to the appropriate department immediately upon discovery, followed up by written notification within one (1) business day.

Any pick-ups suspended by the Contractor due to an act of God or Force Majeure, shall not be invoiced to the department. Contractor is not required to pick-up on days that access to a particular location is closed due to weather related emergencies as advertised on radio and television. Contractor is to inform affected departments that a pick-up/delivery will not take place and resume pick-ups as soon as possible and as scheduled.

3.2. Delivery Schedule

Contractor will provide services per the City's delivery schedule attached hereto as Appendix B. The delivery schedule can be changed at the City's discretion within ten (10) business days of notice to the Contractor.

3.3. Staffing and Customer Support

Contractor will appoint a dedicated senior level individual and a qualified substitute as Contractor's representative for the entire period of the contract, to act as a liaison with the Purchasing department. This representative will be solely responsible for ensuring that the Contractor's requirements of the contract are met, implementation of the contract and resolving issues that may arise on a day-to-day basis during the term of the contract.

Contractor must at all times have on file a current list of Contractor's personnel who provide services to the departments and such list must include a photo identification and legible certified signature for each of Contractor's personnel on the list. In addition, Contractor must immediately notify the department if any personnel on Contractor's list are no longer authorized to provide services for whatever reason.

In the event that Contractor's personnel do not provide proper identification to the department's staff and pick-up is refused, Contractor shall immediately dispatch properly credentialed staff for deposit pick-up at no additional cost to the department.

Contractor shall maintain a toll-free number for inquiries and customer service during the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. Contractor shall also maintain an online service portal through which City representatives may contact customer service in writing and submit other service-related requests. Both online and phone Customer support shall be respondent to a wide variety of

customer support matters including but not limited to change of delivery schedule, delivery issues, invoicing, and other related service issues.

The Purchasing department reserves the right to review the personal background and qualifications of the Contractor's assigned personnel.

3.4. Department Reports

Contractor will provide online reporting that includes a list of each department serviced location. The report shall also contain cumulative listing of all claims reported, date of resolution and/or detailed status of all pending issues. Additionally, the monthly report shall provide a summary containing a breakdown of the locations added during the month reported, and the following summary of activity by department location:

- Number of pick-up visits
- Number of drop-off visits
- Number of deposit bags picked-up
- Number of bags dropped off
- Avg. pick-up amount by bag/location
- Avg. drop-off amount by bag/location; and
- Breakdown of amount of cash vs. checks if available

Reports shall be available on the Contractor's online service portal or shall be provided to the requesting department no later than thirty (30) calendar days after the end of each month.

4. COMPENSATION AND PAYMENT

4.1. Compensation

4.1.1. For and in consideration of the satisfactory performance of the professional services provided under Section 3 herein, the City shall compensate the Contractor per the Schedule of Services included within the Loomis Armored Service Agreement incorporated herein as Attachment B.

4.2. Method of Payment

Subject to Section 4.1 and this section, the City shall pay the Contractor within thirty (30) days of invoice date and approval of the Contractor's invoices by the City.

All invoices must include the following information for payments to be processed:

- Name and address of company
- Date of Invoice

- Invoice Number
- Agreement Number
- Date(s) and description of services provided
- Amount of Invoice
- Total amount payable
- Remittance address
- Other additional information as requested by the Office of Finance

The Contractor must submit invoices to:

Office of Finance, Administrative Services Division 200 North Spring St.
2nd Floor, Room 201, Mailstop 750
Los Angeles, CA 90012
Email: finance.admin@lacity.org

With copies to:

Treasury Division
Cash Management Section
City of Los Angeles, Office of Finance
200 N. Spring St, Room 220
Los Angeles, CA 90012
Email: cashtreasury@lacity.org

5. FUNDING CONTINGENCY

Notwithstanding anything to the contrary, City obligations under this Agreement are payable only from funds specifically appropriated by the City Council and City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year.

In the event the City is not able to secure funds, or funds are not appropriated by the City Council for this Agreement, the Contractor agrees to release the City from further obligation or fees under this Agreement.

6. GOVERNING LAW AND VENUE

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each Party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the other Party arising from or related to this Agreement.

7. NON-EXCLUSIVE

The City and Contractor acknowledge and agree that this Agreement is non-exclusive. The City retains the right, at its sole discretion, to issue a new Request for Proposals (RFP) and enter into agreements with other contractors or consultants to provide similar services during the term of this Agreement. However, the City will ensure that services provided under this Agreement and any subsequent agreements will not occur simultaneously at the same location.

8. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

9. NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

10. STANDARD PROVISIONS FOR CITY CONTRACTS

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein as Attachment A, subject to the amendments provided herein:

10.1 **PSC-8.** Suspension, is hereby amended to read as follows:

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with (30) thirty days written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

10.2 **PSC-9.** Termination, is hereby amended to read as follows:

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** (60) sixty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately

take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and **CONTRACTOR'S** obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY**

may immediately terminate this Contract.

5. Acts of Moral Turpitude

- a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws (“Act of Moral Turpitude”).
- b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
- c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR’S** ability to perform under the terms of this Contract.
- d. Acts of Moral include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same

as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

7. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

10.3 **PSC-21. Ownership and License, is hereby amended to read as follows:**

CONTRACTOR acknowledges that any reports, data files, or documentation specifically created for the **CITY** under this Agreement (“Work Product”) shall be the property of the **CITY**. This provision applies solely to materials expressly prepared for the **CITY** in connection with the performance of armored courier services under this Agreement.

CONTRACTOR’S pre-existing intellectual property, proprietary systems, operational procedures, and any materials developed independently of this Agreement shall remain the exclusive property of **CONTRACTOR**. The **CITY** shall receive a non-exclusive, royalty-free license to use Work Product for internal governmental purposes only. No transfer of ownership or license shall apply to **CONTRACTOR’S** confidential information, trade secrets, or technology used to perform services.

10.4 **PSC-39. Limitation of City’s Obligation to Make Payment to Contractor, is hereby amended to read as follows:**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract. **CITY** and **CONTRACTOR** agree that in the event funds are not adequately or sufficiently appropriated by **CITY** for **CONTRACTOR’S** services under this Agreement, **CONTRACTOR** shall not be obligated to provided services for free or without compensation.

10.5 **PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards, is hereby amended to read as follows:**

CONTRACTOR shall comply with all applicable laws regarding identity theft prevention and data security to the extent that **CONTRACTOR** collects, stores, or processes personally identifiable information in connection with services under this Agreement.

Because **CONTRACTOR** does not handle payment card data or provide services involving payment card transactions, compliance with Payment Card Industry Data Security Standards (PCI DSS) shall not apply to Contractor under this Agreement.

CONTRACTOR shall implement commercially reasonable safeguards to protect any City-provided data related to service scheduling, routing, or operational reporting.

10.6 **Exhibit 1 – Insurance Contractual Requirements.** Section 4 titled “Modification of Coverage”, is hereby amended to read as follows:

In the event the Parties seek to exercise the five (5) year optional extension of the Agreement, the CITY may propose new insurance requirements, as a condition of the extension. If the change in insurance requirements under this section should result in substantial additional cost to **CONTRACTOR**, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

11. MUNICIPAL LOBBYING ORDINANCE

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

12. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, ‘Disclosure of Border Wall Contracting.’ The City may terminate this Contract at any time if the City determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1. The Contractor shall complete and upload a Disclosure Ordinance Affidavit, on www.rampla.org.

13. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this Contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the Contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the Contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 30 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

14. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one (1) instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

15. ENTIRE AGREEMENT

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete, and entire Agreement between the Parties and supersedes all prior discussions between the Parties, oral or written. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the duly authorized representatives of each Party.

16. ORDER OF PRECEDENCE

Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and schedules, the order of precedence will be as follows:


1. This Agreement between the City and Contractor
2. Attachment A – Standard Provisions for City Contracts (Rev. 9/25) [v.2], as amended
3. Attachment B – Loomis Armored Service Agreement

[Intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The City of Los Angeles, a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: 
Diana Mangioglu
City Treasurer/Director of Finance
Office of Finance

Date: 03-04-2026

Loomis Armored US, LLC

By: _____
Bjorn Zuger
President and CEO

Date: _____

By**: _____
Patrick Otero
Chief Financial Officer

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Charles Hong
Assistant City Attorney

Date: _____

ATTEST:
PATRICE Y. LATTIMORE, City Clerk

By: _____

Date: _____

City Agreement Number: _____

Council File Number: _____

NOTE: IF Contractor is a corporation, two signatures are required.
*The signature of President, Chairman of the Board, Or Vice President is required here; and

**an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

ATTACHMENT A

**Standard Provisions for City Contracts, as amended above
(Rev. 1/25) [v.2]**

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: 10/29/2024

Agreement/Reference: Armored Courier Services RFP

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory
EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured party 1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) 1,000,000

Professional Liability (Errors and Omissions) 1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 1,000,000

Crime Insurance 1,000,000

ATTACHMENT B

Looms Armored Service Agreement

ATTACHMENT B



SERVICE AGREEMENT

The following paragraphs of this Service Agreement (the “Agreement”) outline the agreements and understandings by and between

LOOMIS ARMORED US, LLC
(“LOOMIS”)
 a Texas Limited Liability Company
 with offices at:
 2500 CityWest Blvd. Ste. 2300,
 Houston, TX 77042.

CITY OF LOS ANGELES, OFFICE OF FINANCE
(“CUSTOMER”)
 and
 a California Municipal Government Entity, located
 at,
200 N. Spring Street, Room 220,
Los Angeles, CA 90012.

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this 22nd day of January, 2026 (the “Effective Date”).

Term: Service will begin on the 1st day of March, 2026 and shall continue for a period of five (5) year(s). At the expiration of the initial term, this Agreement may be extended for successive like term periods unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then current term. CUSTOMER agrees that LOOMIS is the exclusive provider for the services for the facilities contained herein. Except as expressly stated herein, Either party may terminate this Agreement with five (5) days written notice in the event of bankruptcy, or insolvency of the other party. LOOMIS may terminate this Agreement with thirty (30) days written notice in the event of a material reduction or cancellation of LOOMIS’ insurance.

CUSTOMER and LOOMIS agree to the following:

Schedule for Services: Conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from CUSTOMER’s designated, mutually agreed-upon location(s):

LOOMIS BRANCH	Name	Address	City	State	ZIP CODE	MAXIMUM LIABILITY AMOUNT	SERVICE FREQUENCY	Zone	FEE for SERVICE
1210 - LOS ANGELES, CA	6053 W Century Blvd	6053 W Century Blvd	Los Angeles	CA	90045-6430	\$50,000.00 PER SHIPMENT	1x per week	Urban	\$151.55 per month
1210 - LOS ANGELES, CA	11361 W Pico Blvd	11361 W Pico Blvd	Los Angeles	CA	90064-1716	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1225 - NORTH HOLLYWOOD	14409 Vanowen St	14409 Vanowen St	Van Nuys	CA	91405-4038	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	1850 W 60th St	1850 W 60th St	Los Angeles	CA	90047-1442	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month

LOOMIS BRANCH	Name	Address	City	State	ZIP CODE	MAXIMUM LIABILITY AMOUNT	SERVICE FREQUENCY	Zone	FEE for SERVICE
1225 - NORTH HOLLYWOOD	20655 Plummer St	20655 Plummer St	Chatsworth	CA	91311-5112	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	221 N Figueroa St	221 N Figueroa St	Los Angeles	CA	90012-2639	\$50,000.00 PER SHIPMENT	2x per week	Urban	\$303.10 per month
1210 - LOS ANGELES, CA	3201 Lacy St	3201 Lacy St	Los Angeles	CA	90031-1867	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	957 N Gaffey St	957 N Gaffey St	San Pedro	CA	90731-1421	\$50,000.00 PER SHIPMENT	5x per week	Rural	\$880.00 per month
1210 - LOS ANGELES, CA	1828 Sawtelle Blvd	1828 Sawtelle Blvd	Los Angeles	CA	90025-3199	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	1968 W Adams Blvd	1968 W Adams Blvd	Los Angeles	CA	90018-3515	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	201 N Figueroa St	201 N Figueroa St	Los Angeles	CA	90012-2623	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1225 - NORTH HOLLYWOOD	6262 Van Nuys Blvd	6262 Van Nuys Blvd	Van Nuys	CA	91401-2760	\$50,000.00 PER SHIPMENT	4x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	8475 S Vermont Ave Unit 610	8475 S Vermont Ave Unit 610	Los Angeles	CA	90044-3448	\$50,000.00 PER SHIPMENT	2x per week	Urban	\$303.10 per month
1210 - LOS ANGELES, CA	1828 Sawtelle Blvd	1828 Sawtelle Blvd	Los Angeles	CA	90025-3199	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	200 N Spring St	200 N Spring St	Los Angeles	CA	90012-4801	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1225 - NORTH HOLLYWOOD	6262 Van Nuys Blvd	6262 Van Nuys Blvd	Van Nuys	CA	91401-2760	\$50,000.00 PER SHIPMENT	4x per week	Urban	\$630.00 per month
1210 - LOS ANGELES, CA	125 Paseo de la Plz	125 Paseo de la Plz	Los Angeles	CA	90012-2932	\$50,000.00 PER SHIPMENT	1x per week	Urban	\$151.55 per month
1210 - LOS ANGELES, CA	200 N Main St	200 N Main St	Los Angeles	CA	90012-4110	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	1645 Corinth Ave	1645 Corinth Ave	Los Angeles	CA	90025-3183	\$50,000.00 PER SHIPMENT	4x per week	Urban	\$630.00 per month
1210 - LOS ANGELES, CA	1910 W Sunset Blvd	1910 W Sunset Blvd	Los Angeles	CA	90026-3275	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	2130 E 1st St	2130 E 1st St	Los Angeles	CA	90033-3958	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1225 - NORTH HOLLYWOOD	6400 Laurel Canyon Blvd	6400 Laurel Canyon Blvd	North Hollywood	CA	91606-1571	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	690 Knox St	690 Knox St	Torrance	CA	90502-1337	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	8475 S Vermont Ave	8475 S Vermont Ave	Los Angeles	CA	90044-3448	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	100 W 1st St	100 W 1st St	Los Angeles	CA	90012-4112	\$50,000.00 PER SHIPMENT	1x per week	Urban	\$151.55 per month
1210 - LOS ANGELES, CA	180 N Los Angeles St	180 N Los Angeles St	Los Angeles	CA	90012-3302	\$50,000.00 PER SHIPMENT	2x per week	Urban	\$303.10 per month
1210 - LOS ANGELES, CA	251 E 6th St	251 E 6th St	Los Angeles	CA	90014-2116	\$50,000.00 PER SHIPMENT	1x per week	Urban	\$151.55 per month
1225 - NORTH HOLLYWOOD	6240 Sylmar Ave	6240 Sylmar Ave	Van Nuys	CA	91401-2707	\$50,000.00 PER SHIPMENT	2x per week	Urban	\$303.10 per month
1210 - LOS ANGELES, CA	1149 S Broadway	1149 S Broadway	Los Angeles	CA	90015-2238	\$50,000.00 PER SHIPMENT	1x per week	Urban	\$151.55 per month
1210 - LOS ANGELES, CA	2201 E Washington Blvd	2201 E Washington Blvd	Los Angeles	CA	90021-3212	\$50,000.00 PER SHIPMENT	2x per week	Urban	\$303.10 per month
1210 - LOS ANGELES, CA	638 S Beacon St	638 S Beacon St	San Pedro	CA	90731-3331	\$50,000.00 PER SHIPMENT	5x per week	Rural	\$880.00 per month
1225 - NORTH HOLLYWOOD	10400 Glenoaks Blvd	10400 Glenoaks Blvd	Pacoima	CA	91331-6699	\$50,000.00 PER SHIPMENT	6x per week	Urban	\$910.00 per month
1210 - LOS ANGELES, CA	10460 W Pico Blvd	10460 W Pico Blvd	Los Angeles	CA	90064-2342	\$50,000.00 PER SHIPMENT	6x per week	Urban	\$910.00 per month

LOOMIS BRANCH	Name	Address	City	State	ZIP CODE	MAXIMUM LIABILITY AMOUNT	SERVICE FREQUENCY	Zone	FEE for SERVICE
1225 - NORTH HOLLYWOOD	11798 Foothill Blvd	11798 Foothill Blvd	Sylmar	CA	91342-7203	\$50,000.00 PER SHIPMENT	6x per week	Urban	\$910.00 per month
1210 - LOS ANGELES, CA	1233 Rose Ave	1233 Rose Ave	Venice	CA	90291-2986	\$50,000.00 PER SHIPMENT	6x per week	Urban	\$910.00 per month
1210 - LOS ANGELES, CA	1235 Figueroa Pl	1235 Figueroa Pl	Wilmington	CA	90744-2312	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1225 - NORTH HOLLYWOOD	16821 Burbank Blvd	16821 Burbank Blvd	Encino	CA	91436-1000	\$50,000.00 PER SHIPMENT	6x per week	Urban	\$910.00 per month
1210 - LOS ANGELES, CA	2650 N Vermont Ave	2650 N Vermont Ave	Los Angeles	CA	90027-1245	\$50,000.00 PER SHIPMENT	6x per week	Urban	\$910.00 per month
1210 - LOS ANGELES, CA	2700 N Vermont Ave	2700 N Vermont Ave	Los Angeles	CA	90027-1247	\$50,000.00 PER SHIPMENT	1x per week	Urban	\$151.55 per month
1210 - LOS ANGELES, CA	2800 E Observatory Ave	2800 E Observatory Ave	Los Angeles	CA	90027-1255	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	3800 Stephen M White Dr	3800 Stephen M White Dr	San Pedro	CA	90731-7028	\$50,000.00 PER SHIPMENT	1x per week	Rural	\$173.20 per month
1210 - LOS ANGELES, CA	4730 Crystal Springs Dr	4730 Crystal Springs Dr	Los Angeles	CA	90027-1401	\$50,000.00 PER SHIPMENT	6x per week	Urban	\$910.00 per month
1225 - NORTH HOLLYWOOD	4989 Sepulveda Blvd	4989 Sepulveda Blvd	Sherman Oaks	CA	91403-1509	\$50,000.00 PER SHIPMENT	6x per week	Urban	\$910.00 per month
1210 - LOS ANGELES, CA	530 S Olive St	530 S Olive St	Los Angeles	CA	90013-1014	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	532 S Olive St	532 S Olive St	Los Angeles	CA	90013-1014	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1225 - NORTH HOLLYWOOD	6331 Woodley Ave	6331 Woodley Ave	Van Nuys	CA	91406-6473	\$50,000.00 PER SHIPMENT	6x per week	Urban	\$910.00 per month
1210 - LOS ANGELES, CA	123 S Robertson Blvd	123 S Robertson Blvd	Los Angeles	CA	90048-3283	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	1575 Westwood Blvd	1575 Westwood Blvd	Los Angeles	CA	90024-5620	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	1627 Vine St	1627 Vine St	Los Angeles	CA	90028-8802	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	201 N St	201 N St	Los Angeles	CA	90012	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	3333 Wilshire Blvd	3333 Wilshire Blvd	Los Angeles	CA	90010-4101	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	606 S Olive St	606 S Olive St	Los Angeles	CA	90014-1623	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1225 - NORTH HOLLYWOOD	6265 Sylmar Ave	6265 Sylmar Ave	Van Nuys	CA	91401	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1225 - NORTH HOLLYWOOD	6309 Van Nuys Blvd	6309 Van Nuys Blvd	Van Nuys	CA	91401-6628	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	6801 Hollywood Blvd	6801 Hollywood Blvd	Hollywood	CA	90028-6136	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	900 N Broadway	900 N Broadway	Los Angeles	CA	90012-1894	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	111 N Hope St	111 N Hope St	Los Angeles	CA	90012-2607	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1225 - NORTH HOLLYWOOD	11797 Truesdale St	11797 Truesdale St	Sun Valley	CA	91352-1030	\$50,000.00 PER SHIPMENT	1x per week	Urban	\$151.55 per month
1210 - LOS ANGELES, CA	1394 S Sepulveda Blvd	1394 S Sepulveda Blvd	Los Angeles	CA	90025-3457	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	1647 E 103rd St	1647 E 103rd St	Los Angeles	CA	90002-2923	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	2417 Daly St	2417 Daly St	Lincoln Heights	CA	90031-2220	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	4030 Crenshaw Blvd	4030 Crenshaw Blvd	Los Angeles	CA	90008-2533	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month

LOOMIS BRANCH	Name	Address	City	State	ZIP CODE	MAXIMUM LIABILITY AMOUNT	SERVICE FREQUENCY	Zone	FEE for SERVICE
1210 - LOS ANGELES, CA	4619 S Central Ave	4619 S Central Ave	Los Angeles	CA	90011-5456	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	535 W 9th St	535 W 9th St	San Pedro	CA	90731-3105	\$50,000.00 PER SHIPMENT	5x per week	Rural	\$880.00 per month
1210 - LOS ANGELES, CA	5928 S Vermont Ave	5928 S Vermont Ave	Los Angeles	CA	90044-3714	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	6547 W Sunset Blvd	6547 W Sunset Blvd	Los Angeles	CA	90028-7201	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1225 - NORTH HOLLYWOOD	6550 Van Nuys Blvd	6550 Van Nuys Blvd	Van Nuys	CA	91401-1426	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1225 - NORTH HOLLYWOOD	7229 Winnetka Ave	7229 Winnetka Ave	Winnetka	CA	91306-2903	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	9154 S Sepulveda Blvd	9154 S Sepulveda Blvd	Los Angeles	CA	90045-4804	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	919 S Soto St	919 S Soto St	Los Angeles	CA	90023-1359	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	931 N Avalon Blvd	931 N Avalon Blvd	Wilmington	CA	90744-4503	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month
1210 - LOS ANGELES, CA	5333 Zoo Dr	5333 Zoo Dr	Los Angeles	CA	90027-1451	\$50,000.00 PER SHIPMENT	5x per week	Urban	\$770.00 per month

Premises Time: Each service location under this Agreement (regardless of the pickup/delivery points) is allotted seven (7) minutes of service time. Over seven (7) minutes, a fee of \$2.50 per one (1) minute shall be assessed. Over fifteen (15) minutes, LOOMIS may elect to depart from the CUSTOMER'S location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

Research and Supply Fee: A fee of \$65.00 per hour plus supplies will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS.

Excess Item Handling: A fee of \$1.50 per Item is assessed when the number of items or containers exceeds seven (7) items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.

Non-Scheduled/Off-Day Service: \$60.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

Holiday Service Fee: An additional fee of \$100.00 will be charged for the service provided on those Holidays as listed in Section 11.

Excess Liability: A fee of \$0.40 per \$1,000 or fraction thereof for any amounts which exceed the Liability Coverage per Shipment Amount.

Insurance Fee: A fee of 9% will be assessed to all services provided within this Agreement.

CUSTOMER does not desire this Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

Decline

Reconstruction Obligations:

As explained in Section 7(c), of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, destroyed checks or items that provide an audit trail. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

Decline

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 7(c), LOOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars (\$10,000.00) regardless of the face value of the checks in shipment.

TERMS AND CONDITIONS

- 1. Service(s):** LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If LOOMIS accepts the sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to LOOMIS pursuant to this Agreement. The fee payable by CUSTOMER to LOOMIS is based upon the Maximum Liability Amount(s) and level(s) of service provided by LOOMIS as stated in this Agreement. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.
- 2. Billing and Payment:** CUSTOMER agrees to pay LOOMIS within thirty (30) days of receipt of invoices which shall include any applicable federal, state or local taxes. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (60) days of the invoice date, LOOMIS may, in its sole discretion, suspend the account and/or terminate this Agreement upon ten (30) days written notice to CUSTOMER. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (60) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed on the signature page of this Agreement.
- 3. Rate Adjustment:** LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS will henceforth adjust the monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Item). LOOMIS' established baseline is \$2.31. Any cost above the \$2.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e. if diesel prices rise to \$2.41, the corresponding fuel fee is increased by 0.5%). The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table is for reference only and does not reflect the maximum rate which may be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
\$4.91	\$5.00	\$0.10	13.00%
\$4.81	\$4.90	\$0.10	12.50%
\$4.71	\$4.80	\$0.10	12.00%
\$4.61	\$4.70	\$0.10	11.50%
\$4.51	\$4.60	\$0.10	11.00%
\$4.41	\$4.50	\$0.10	10.50%
\$4.31	\$4.40	\$0.10	10.00%
\$4.21	\$4.30	\$0.10	9.50%
\$4.11	\$4.20	\$0.10	9.00%
\$4.01	\$4.10	\$0.10	8.50%
\$3.91	\$4.00	\$0.10	8.00%
\$3.81	\$3.90	\$0.10	7.50%
\$3.71	\$3.80	\$0.10	7.00%
\$3.61	\$3.70	\$0.10	6.50%
\$3.51	\$3.60	\$0.10	6.00%
\$3.41	\$3.50	\$0.10	5.50%
\$3.31	\$3.40	\$0.10	5.00%
\$3.21	\$3.30	\$0.10	4.50%
\$3.11	\$3.20	\$0.10	4.00%
\$3.01	\$3.10	\$0.10	3.50%
\$2.91	\$3.00	\$0.10	3.00%
\$2.81	\$2.90	\$0.10	2.50%
\$2.71	\$2.80	\$0.10	2.00%
\$2.61	\$2.70	\$0.10	1.50%
\$2.51	\$2.60	\$0.10	1.00%
\$2.41	\$2.50	\$0.10	0.50%
\$2.31	\$2.40	\$0.10	0.00%
\$2.21	\$2.30	\$0.10	0.00%
\$2.11	\$2.20	\$0.10	0.00%
\$2.01	\$2.10	\$0.10	0.00%
\$1.91	\$2.00	\$0.10	0.00%
\$1.81	\$1.90	\$0.10	0.00%
\$1.71	\$1.80		0

a) LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations, including but not limited to changes in minimum wage, to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. **Liability:** LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement of the securely sealed container(s) from the time LOOMIS signs for and receives physical custody of the sealed container(s). The term "Cargo Loss" shall mean any loss or destruction of currency ("Cargo") that occurs while the Cargo is under Loomis' sole care, custody and control. LOOMIS' responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed container(s) and signs LOOMIS' receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the sealed container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the CUSTOMER'S premises, LOOMIS does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, LOOMIS will have no liability for any loss in any way related to such fact or circumstance. CUSTOMER agrees that LOOMIS does not undertake the obligation of an absolute insurer in the performance of this Agreement. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OR SERVICES OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSPORTATION OR TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. NOTWITHSTANDING THE FOREGOING, THIS DISCLAIMER OF LIABILITY SHALL NOT PRECLUDE LOOMIS' LIABILITY ARISING OUT OF THIRD PARTY CLAIMS FOR DAMAGES; HOWEVER, SUCH LIABILITY SHALL BE CAPPED AT TWO TIMES THE ANNUAL REVENUE PAID OR PAYABLE TO LOOMIS UNDER THIS AGREEMENT. EXCEPT FOR ANY CARGO LOSS (WHICH SHALL BE SUBJECT TO THE MAXIMUM LIABILITY AMOUNT, IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER EXCEED THE SERVICE FEE PAID BY CUSTOMER TO LOOMIS FOR THE SERVICE OUT OF WHICH THE ALLEGED LIABILITY AROSE.

4.1 **Insurance:** LOOMIS shall, at its sole cost and expense and for the duration of this Agreement maintain the following minimum amounts of insurance coverage. The insurance coverage listed in this section shall be evidenced to CUSTOMER by a certificate of insurance or equivalent, and shall be provided by carriers licensed to do business in the state where the services contemplated by this Agreement are performed. All coverage evidenced hereunder shall be rated at least A-VII by AM Best. This section or the evidence of insurance herein is not intended to increase or expand the indemnity obligation of either party or in any way affect the limit of liability as expressly stated herein.

Commercial General Liability: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate
Automobile: \$1,000,000.00 each accident for all hired owned and non-owned automobiles
Workers Comp: Statutory as per the jurisdiction where services are performed.
Cargo: \$2,000,000.00 per occurrence.

CUSTOMER shall be listed as an additional insured on the Commercial General Liability and Automobile Liability coverage, but only to the extent of LOOMIS' obligations under written contract. CUSTOMER shall be listed as loss payee with respect to the Cargo coverage, but only to the extent of LOOMIS' obligations under written contract.

5. **Excess Liability:** The following terms will apply if CUSTOMER did not decline excess liability coverage. If LOOMIS accepts tender of a shipment in excess of the Maximum Liability Amount, CUSTOMER agrees to pay LOOMIS the excess liability fee set forth herein. **CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Maximum Liability Amount.**

6. **Indemnity:** Intentionally omitted due state entity.

7. **Claim Procedures:** The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care, and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed container in connection with which the Cargo Loss is asserted. If notice of the Cargo Loss is not received by LOOMIS within this forty-five (45) day period, the claim for the Cargo Loss shall be deemed waived and released by the CUSTOMER. All claim notices must be signed and received on company letterhead and contain a brief description of the loss to include: date of service/date of loss, claim amount, Loomis branch performing service, ATM number if applicable, customer contact information with payment instructions and supporting documentation if available at the time of notice. **All claims must be sent to the Loomis Centralized Claim Unit via email at claims2@us.loomis.com.** It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss.

b) Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Amount or the Excess Liability Coverage, if not declined by CUSTOMER.

c) CUSTOMER shall retain sufficient information to allow reconstruction of item(s) in the event of a Cargo Loss. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability Coverage amount, include the face value of any lost or destroyed check. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars (\$10,000.00) per shipment "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

d) Upon the request of LOOMIS, CUSTOMER will furnish a proof of loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER'S rights and remedies of recovery.

8. **Limitations & Force Majeure:**

- a) The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked shipment(s), for non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. A "Shortage" shall mean any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed shipment container. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion, determines the same may endanger the safety of CUSTOMER'S property or personnel or LOOMIS' vehicles or employees.
- b) It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER'S employees, agents, representatives, or third-party contractors.
- c) CUSTOMER agrees that LOOMIS shall not have any liability for losses of any documentation carried by LOOMIS at CUSTOMER'S request without compensation.
- d) CUSTOMER expressly understands and accepts that ownership (title) to cash transported or stored by LOOMIS shall never transfer to LOOMIS.
- e) It is further agreed LOOMIS shall not be held accountable or liable for any damages or losses, 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) for which liability is assumed by LOOMIS, resulting from:
 - i. Hostile or warlike action in time of peace or war, including action 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 any agent of any such government, power authority or forces.

- ii. Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force whether in time of peace or war.
- iii. Insurrection, rebellion, revolution, terrorist act, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.
- iv. Acts of God, strikes, labor disturbances, impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS' reasonable control.

9. **Disputes**: Intentionally Omitted.

10. **Container Value Limitation**: CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars (\$250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred & fifty thousand dollars (\$250,000) or less.

11. **Holiday Service**: LOOMIS agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day, federal banking and any local applicable observed holiday. Charges for service on such days will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

12. **Specials**: Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. Prices are quoted upon request.

13. **Excess Liability Coverage**: LOOMIS reserves the right to refuse tender of any shipment in excess of the Maximum Liability Amount.

14. **Confidentiality**: Each party receiving information (each being a "Receiving Party" and a "Disclosing Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take

precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. Confidential Information shall not include:

- (1) information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;
- (2) information which is obtained by Receiving Party from a third person who, to the actual knowledge of Receiving Party is not in violation of any agreement to a third party not to disclose such information
- (3) information which is or becomes publicly available other than through breach by the Receiving Party of this Agreement; and,
- (4) information which is independently developed by or on behalf of Receiving Party.