



## 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 City West Blvd. Ste. 900,  
 Houston, TX 77042.

**City of North Port**  
**("CUSTOMER")**  
 a Florida municipal corporation located at:  
 4970 City Hall Boulevard  
 North Port, FL 34286

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 13th day of June, 2017.

**Term:** Service will begin on the 13th day of June, 2017 and shall continue for a period of two (2) year(s), until April 11, 2019. At the expiration of the initial term, this Agreement shall automatically be extended for one (1) successive term of two (2) years unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then current term. CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained 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 an involuntary material reduction or cancellation of LOOMIS' insurance. CUSTOMER may terminate this Agreement with thirty (30) days written notice.

**Non Appropriations Provision:** The parties acknowledge and agree that the obligations of CUSTOMER to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which CUSTOMER is a party, are and shall remain subject to the provisions of the Fiscal Non-Funding Act, Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CUSTOMER agrees to exercise all lawful and available authority to satisfy any financial obligations of CUSTOMER that may arise under this Agreement; however, since funds are appropriated annually by CUSTOMER Commission on a fiscal year basis, and since funds have not yet been appropriated for the undertakings contemplated herein, CUSTOMER's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by CUSTOMER Commission). During the term of this Agreement, the City Manager or other appropriate official shall for each fiscal period include in the budget application submitted to the City Commission the amount necessary to fund CUSTOMER's obligations hereunder for such fiscal period. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of CUSTOMER shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by CUSTOMER under this Section. This Agreement shall not constitute an indebtedness of CUSTOMER nor shall it constitute an obligation for which CUSTOMER is obligated to levy or pledge any form of taxation or for which CUSTOMER has levied or pledged any form of taxation.

### 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	UNIT # / LOCATION	MAXIMUM LIABILITY AMOUNT	SERVICE FREQUENCY	FEE for SERVICE
<u>3360</u>	<u>City of North Port – 4970 City Hall Boulevard North Port, FL 34286</u>	<u>\$ 150,000.00 per shipment</u>	<u>5x per week (Monday to Friday)</u>	<u>\$ 394.25 per month</u>

**Premise Time:** Each service location under this Agreement (regardless of the pickup/delivery points) is allotted five (5) minutes of service time. Over five (5) minutes, a fee of \$1.75 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.

**Monthly Fuel Fee:** A monthly fuel fee as set forth in Section 3 of the Terms and Conditions.

**Excess Item Handling:** A fee of \$1.75 per Item is assessed when the number of items or containers exceed 7 (seven) 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:** \$45.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

**Holiday Service Fee:** A fee of \$100.00 will be charged for the service provided on those Holidays as listed in Section 12.

**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 7% will be assessed to all services provided within this Agreement.

**New Account Setup Fee:** N/A

**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 8(b), 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 8(b), 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:** 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 forty-five (45) days of receipt of invoices which shall include any applicable federal, state or local taxes. In addition, LOOMIS may, at its discretion, impose a service charge of one and one percent (1.0%) per month or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to LOOMIS on all invoices not paid in full by thirty (30) days after the invoice due date; LOOMIS must invoice CUSTOMER for any interest accrued in order to receive the interest payment. 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 forty-five (45) days from the invoice date, LOOMIS may, in its sole discretion, terminate this Agreement if CUSTOMER fails to pay the undisputed amounts within ten (10) days of CUSTOMER's receipt of LOOMIS' written notice to CUSTOMER of termination. LOOMIS and CUSTOMER agree to resolve any dispute(s) arising from any invoice pursuant to Florida Statutes Section 218.76. 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:** With at least sixty (60) days' written notice to CUSTOMER, 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](http://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 \$1.31. Any cost above the \$1.31 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 \$1.41, 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	\$ .10	18.00%
\$4.81	\$4.90	\$ .10	17.50%
\$4.71	\$4.80	\$ .10	17.00%
\$4.61	\$4.70	\$ .10	16.50%
\$4.51	\$4.60	\$ .10	16.00%
\$4.41	\$4.50	\$ .10	15.50%
\$4.31	\$4.40	\$ .10	15.00%
\$4.21	\$4.30	\$ .10	14.50%
\$4.11	\$4.20	\$ .10	14.00%
\$4.01	\$4.10	\$ .10	13.50%
\$3.91	\$4.00	\$ .10	13.00%
\$3.81	\$3.90	\$ .10	12.50%



\$3.71	\$3.80	\$ .10	12.00%
\$3.61	\$3.70	\$ .10	11.50%
\$3.51	\$3.60	\$ .10	11.00%
\$3.41	\$3.50	\$ .10	10.50%
\$3.31	\$3.40	\$ .10	10.00%
\$3.21	\$3.30	\$ .10	9.50%
\$3.11	\$3.20	\$ .10	9.00%
\$3.01	\$3.10	\$ .10	8.50%
\$2.91	\$3.00	\$ .10	8.00%
\$2.81	\$2.90	\$ .10	7.50%
\$2.71	\$2.80	\$ .10	7.00%
\$2.61	\$2.70	\$ .10	6.50%
\$2.51	\$2.60	\$ .10	6.00%
\$2.41	\$2.50	\$ .10	5.50%
\$2.31	\$2.40	\$ .10	5.00%
\$2.21	\$2.30	\$ .10	4.50%
\$2.11	\$2.20	\$ .10	4.00%
\$2.01	\$2.10	\$ .10	3.50%
\$1.91	\$2.00	\$ .10	3.00%
\$1.81	\$1.90	\$ .10	2.50%
\$1.71	\$1.80	\$ .10	2.00%
\$1.61	\$1.70	\$ .10	1.50%
\$1.51	\$1.60	\$ .10	1.00%
\$1.41	\$1.50	\$ .10	.50%
\$1.31	\$1.40	\$ .10	.00%

- a) LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations 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 1) continue to perform the services at the then prevailing rates (i.e. those rates and fees that existed prior to the proposed change under this section 3a) or 2) terminate this Agreement upon sixty (60) days written notice to CUSTOMER.

4. **Insurance:** Before performing under this Agreement, LOOMIS shall procure and maintain, during the life of this Agreement, the following types of insurance coverage and shall furnish certificates representing such insurance to CUSTOMER. The policies of insurance shall be primary and written on forms acceptable to CUSTOMER and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the City Manager or designee. All policies required by this Agreement are to be written on an occurrence basis (excluding cargo liability, which can be on a claims made basis) and shall list the City of North Port, Florida as an additional insured on its commercial automobile liability insurance and comprehensive general liability insurance. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with LOOMIS.

- a) **Commercial Automobile Liability:** LOOMIS shall procure and maintain during the life of this Agreement, automobile liability insurance including all owned, hired, and non-owned automobiles. The minimum combined single limit per occurrence shall be no less than \$1,000,000 for bodily injury and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles, as well as employee's non-ownership.
- b) **Cargo Liability:** LOOMIS shall procure and maintain during the life of this Agreement, liability insurance covering CUSTOMER's funds while in LOOMIS' care, custody, and control, including the theft of same. The minimum combined single limit per occurrence shall be no less than \$1,000,000.



- c) **Workers Compensation:** LOOMIS shall procure and maintain during the life of this Agreement, workers compensation coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.
- d) **Comprehensive Commercial General Liability Insurance:** LOOMIS shall procure and maintain during the life of this Agreement, comprehensive commercial general liability insurance. Aggregate must apply separately to this Agreement. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations; and \$100,000 damage to rented premises.

5. **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. 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 EITHER PARTY 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 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.

6. **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.**

7. **Indemnity:** To the extent permitted by law and without waiving any rights or sovereign immunity provided in Florida Statutes Section 768.28, CUSTOMER agrees to indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses resulting from CUSTOMER'S sole negligence and arising out of any third party's or government's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LOOMIS' custody.

LOOMIS shall indemnify and hold harmless CUSTOMER, its Commissioners, officers, and employees, from and against any and all liabilities, damages, losses and costs (including attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), which may arise out of any negligence, recklessness, or intentional wrongful misconduct of LOOMIS (or LOOMIS' Officers, subcontractors, sub-subcontractors, materialmen, or the employees, or agents of any one of them, if any) in the performance or the failure to perform under the terms of the Agreement.

LOOMIS and CUSTOMER agree to give the other party prompt notice of any such claim, suit, demand or seizure and to provide the other party reasonable cooperation on the defense.

**This Section shall survive the termination of this Agreement.**

8. **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. 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 for lost or destroyed checks, 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.
- 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.

**9. Limitations & Force Majeure:**

- a) 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 expressly understands and accepts that ownership (title) to cash transported or stored by LOOMIS shall never transfer to LOOMIS.
- d) 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.



10. **Venue**: The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida.

11. **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.

12. **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.

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

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

15. **Public Records Law**: In accordance with Florida Statutes Section 119.0701, LOOMIS shall comply with all public records laws, and shall specifically:

- a) Keep and maintain public records required by CUSTOMER to perform the service.
  - (i) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.  
(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
  - (ii) "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with CUSTOMER. LOOMIS' records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
- b) Upon request from CUSTOMER's custodian of public records, provide CUSTOMER, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to CUSTOMER, upon request from CUSTOMER's custodian of public records, in a format that is compatible with the information technology systems of CUSTOMER.
- c) Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if LOOMIS does not transfer the records to CUSTOMER following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- d) Upon completion of the Agreement, transfer, at no cost, to CUSTOMER all public records in LOOMIS' possession or keep and maintain public records required by CUSTOMER to perform the service. If LOOMIS transfers all public records to CUSTOMER upon completion of the Agreement, LOOMIS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LOOMIS keeps and maintains public records upon the completion of the Agreement, LOOMIS shall meet all applicable requirements for retaining public records.



e) IF LOOMIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LOOMIS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: padkins@cityofnorthport.com.

f) Failure of LOOMIS to comply with these requirements shall be a material breach of this Agreement. Further, LOOMIS may be subject to penalties under Florida Statutes Section 119.10.

16. **Entire Agreement:** This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter; (c) is not for the benefit of any third party; (d) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (e) may not be assigned by either party without the other party's prior written consent; (f) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (g) is the product of negotiation; (h) shall not be deemed to have been drafted by either party; (i) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (j) does not make either party the agent, fiduciary or partner of the other; (k) does not grant either party any authority to bind the other to any legal obligation; (l) does not intend to nor grant any rights to any third party and (m) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

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

**CUSTOMER CITY OF NORTH PORT, FL**

By: \_\_\_\_\_  
Peter D. Lear, CPA, CGMA, Interim City Manager  
Date \_\_\_\_\_

**LOOMIS**

By: \_\_\_\_\_  
Printed Name Patrick Otero  
Title SVP Admin.  
Date 5-11-2017

Attest:

\_\_\_\_\_  
Patsy C. Adkins, City Clerk, MMC

Approved as to Form and Correctness:

\_\_\_\_\_  
Mark Moriarty, City Attorney

