



## Legislation Details (With Text)

<b>File #:</b>	17-1058	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Consent Agenda	<b>Status:</b>		Passed	
<b>File created:</b>	5/10/2017	<b>In control:</b>		City Commission Regular Meeting	
<b>On agenda:</b>	6/13/2017	<b>Final action:</b>		6/13/2017	
<b>Title:</b>	Agreement with Loomis Armored US, LLC				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	1. Loomis Service Agreement, 2. Florida Division of Corporations, 3. Armored Car Quote Comparison 2017-0424				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**TO:** Honorable Mayor & Members of the North Port Commission

**FROM:** Peter D. Lear, CPA, CGMA, Interim City Manager

**TITLE:** Agreement with Loomis Armored US, LLC, to provide armored car services.

### Recommended Action

Approve Service Agreement with Loomis Armored US, LLC.

### Background Information

The Finance Department processes all cash receipts for the City of North Port and prepares the daily bank deposits. In order to securely and safely transport the funds received by the City to the bank, the City contracts with an armored car carrier. Since December, 2015, this service has been provided by Loomis Armored US, LLC. When the City obtained quotes to issue a new purchase order, Loomis Armored US, LLC informed us that they would need a signed service agreement.

Four companies received the Request for Quotation for Armored Car Services and only two of the four companies chose to provide a response. Loomis Armored US, LLC proposed services that are the most advantageous to the City. Loomis will take the deposits directly to the local bank for a same day deposit eliminating the loss of interest to the City. Dunbar will transport the deposits to a Fort Myers banking location for deposit the next day resulting in a loss on interest to the City.

The agreement brought to Commission for approval on April 11<sup>th</sup> was rejected due to concerns over several of the terms and conditions. Staff reviewed the agreement proposed by the secondary vendor, Dunbar Armored, Inc. and found their agreement to also contain standard industry language and terms not favorable to the City. Neither company will accept a purchase order in lieu of an agreement. The City is still in need of armored car services, so staff has worked with Loomis Armored US, LLC and the City Attorney's Office to negotiate additional changes to the agreement addressing concerns expressed by Commission.

The auto renewal or evergreen clause has been removed and replaced with an initial two-year service agreement with option to renew for one additional two-year term. The insurance clause has been re-written to clarify the intent of the

clause, and the 30-day cancellation clause for the City has been added back to the agreement. In addition, the written notice requirement has been increased from 30 to 60 days for rate adjustments on the year to year Consumer Price Index (CPI) or other applicable economic factors.

The attached service agreement reflects the final negotiated terms and conditions.

The base monthly fee for these services is \$394.25. Additional fees that may be charged are outlined in the agreement for the following:

- Premise Time
- Monthly Fuel Fee
- Excess Item Handling
- Non-Scheduled/Off-Day Service
- Holiday Service Fee
- Excess Liability
- Insurance Fee

Currently the total average monthly bill for services provided by Loomis Armored US, LLC is \$430.44.

### **Strategic Plan**

Financially Responsible City Providing Quality Municipal Services

### **Financial Impact**

Funding in the amount of \$5,110 was budgeted for this service in the Finance Department's budget in account 001-0401-513-31-05 for FY 2017.

### **Procurement**

Attachments:

1. Loomis Armored US Service Agreement
2. Florida Division of Corporations Document
3. Armored Car Quote Comparison

**Prepared by:** Charlina Lowrie, CGFO, Interim Finance Director

**Department Director:** Charlina Lowrie, CGFO, Interim Finance Director