



# Signature Routing Form

COS Initials: \_\_\_\_\_

## For Superintendent's Approval/Signature

Date: 6/21/2023

Division Head: Byron Schueneman (Finance)

Initials: BS

Purpose: Superintendent's Approval/Signature

Other: [Click here to enter text.](#)

Title of Document: Loomis SafePoint Contract Agreement

From (if other than Division Head): [Click here to enter name & department.](#)

Legal Review:  NO  YES

BOE Approval:  NO  YES

Charge Code: Enter charge code here.

Notes: Requesting review and approval of Loomis SafePoint Contract Agreement for district-wide armored car services

**DEADLINE and DUE BY AREAS ARE FOR URGENT ITEMS ONLY**

Deadline: Choose an item.

Due by: [Click here to enter a date.](#)

Return documents to: LaDarius Nealey- x 60133

### For Superintendent's Office Use Only

Date received: 6-20-23

Date returned: 6-22-23

Processor's Initials: SMA

RE: [EXTERNAL]Fwd: Completed: You're copied on "DeKalb County Schools SafePoint Agreement 6.16.2023" [IWOV-DMS.FID1777309]

Mariel Smith <MSmith@hallboothsmith.com>

Tue 6/20/2023 12:04 PM

To: Daniel Denton (Finance) <Daniel\_Denton@dekalbschoolsga.org>

Good morning,

The only thing I see is under Section 1.b. (2) Suitability of Safe, we need to correct the lettering since we removed subsection (2)(b) there. So, it should be just (a) and (b) under Suitability of Safe. ✓

Subject to the foregoing, we approve the agreement as to form for the superintendent's signature. Thank you.

## Mariel Smith

Attorney at Law | Hall Booth Smith, P.C.

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O: 706.494.3818

1301 1st Avenue, Suite 100

D: 706.243.6244

Columbus, GA 31901

hallboothsmith.com

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From: Daniel Denton (Finance) <Daniel\_Denton@dekalbschoolsga.org>

Sent: Tuesday, June 20, 2023 8:18 AM

To: Mariel Smith <MSmith@hallboothsmith.com>



Robert R. Freeman Administrative Complex  
1701 Mountain Industrial Boulevard  
Stone Mountain, GA 30083

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## MEMORANDUM

TO: Mr. Byron Schueneman, Chief Financial Officer  
Division of Finance

FROM: Dr. Vasanne S. Tinsley, Interim Superintendent  
Office of the Superintendent

DATE: May 8, 2023

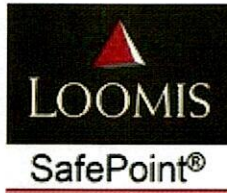
**RE: District Wide Armored Car Services Approval (not to exceed \$ 384,000)**

At its business meeting on Monday, May 8, 2023, the DeKalb Board of Education approved the selection of Loomis Armored US, LLC for district wide armored car services for a period of one year (with four (4) one-year extensions) at a price no greater than \$384,000 subject to execution of an Agreement acceptable to the District.

Please take the appropriate action to affect this directive of the Board.

VST:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance  
Ms. Marie Jacob, Contractor, Vendor Services, Division of Finance



## SAFEPOINT® AGREEMENT

The following paragraphs of this SafePoint® 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. 2300  
Houston, TX 77042

and

**DEKALB COUNTY SCHOOL DISTRICT**  
**("CUSTOMER")**

a Georgia school district,  
with offices at:  
1701 Mountain Industrial Blvd  
Stone Mountain, Georgia 30083-1027

This Agreement and attached Exhibits and Amendments 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 as of the last signature date.

**Term:** As used in this Agreement, the term "CUSTOMER" expressly includes any agents designated by CUSTOMER. The initial term of this Agreement will begin on the date executed by the last Party to execute below (hereinafter the "Effective Date") and shall continue for a period of one (1) year from the Effective Date ("Initial Term"). In addition to the Initial Term of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of CUSTOMER. Additionally, as required by O.C.G.A. § 20-2-506, CUSTOMER may terminate this Agreement after August 1<sup>st</sup> 2024 if sufficient funds are not appropriated to make the payments contemplated hereunder, by providing LOOMIS with thirty (30) days advance notice of termination prior to the end of the calendar year.

CUSTOMER agrees that LOOMIS is the exclusive provider for the services described in this Agreement during the Initial Term and any renewal terms. Except as expressly provided in this Agreement, this Agreement contains no provision for early termination in whole or in part, provided however, that (a) either party may terminate this Agreement upon five (5) days written notice to the other party in the event of the bankruptcy or insolvency of the other party, and (b) either party may terminate this Agreement upon thirty (30) days written notice in the event of a material reduction or cancellation of insurance require pursuant to this Agreement.

**Additional Safe(s):** CUSTOMER acknowledges and agrees that any safes added to this Agreement after the Effective Date shall be subject to independent term periods equal to the Initial Term starting on the date of safe installation plus any applicable Renewal Term.

If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. Before these other services commence, a written amendment, signed by LOOMIS and CUSTOMER, will be attached to this Agreement confirming these additional services.

### SERVICE SPECIFICATIONS

CUSTOMER and LOOMIS agree to the following Service Specifications:

**Safe Specifications:**

Description of Safe and/or equipment delivered (Safe hereinafter referred to as "Safe"):

Titan C with Storage Vault

**Primary Validator:** Single, **Cassette Options:** Standard, **Base:** Titan Storage Vault,

Titan C with Storage Vault

**Primary Validator:** Single, **Cassette Options:** Standard, **Base:** Titan Storage Vault,

Titan C with Storage Vault

**Primary Validator:** Single, **Cassette Options:** Standard, **Base:** Titan Storage Vault,



**Transportation Specifications:**

Deposit and Conjunctive Change service and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

Loomis Branch	Customer Location	Maximum Liability Coverage	Service Frequency	Unit Type	Total Monthly Package Fee* (See below)
3880 - Atlanta	DeKalb County Schools - McNair, Ronald E MS 2190 Wallingford Dr, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - McNair, Ronald E HS 1804 BOULDERCREST ROAD SE, ATLANTA, GA, 30316-3902 Atlanta GA 30316	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Cedar Grove High 2360 RIVER ROAD, ELLENWOOD, GA, 30294-1128 Ellenwood GA 30294	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Columbia Middle 3001 Columbia Dr., Decatur, GA, 30035 Decatur GA 30035	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Columbia High 2106 Columbia Dr, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Salem Middle 5333 SALEM ROAD, LITHONIA, GA, 30038-2865 Lithonia GA 30038	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Miller Grove Hig 2645 DEKALB MEDICAL PARKWAY, LITHONIA, GA, 30058-4990 Lithonia GA 30058	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Lithonia High 2240 Phillips Road, Lithonia, GA, 30058 Lithonia GA 30058	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Lithonia Middle 2451 RANDALL AVENUE, LITHONIA, GA, 30058- 4673 Lithonia GA 30058	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Stephenson High 701 STEPHENSON ROAD, STONE MOUNTAIN, GA, 30087-4616 Stone Mountain GA 30087	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00

3880 - Atlanta	DeKalb County Schools - Stephenson Middl 922 STEPHENSON ROAD, STONE MOUNTAIN, GA, 30087-4619 Stone Mountain GA 30087	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Redan Middle 1775 YOUNG ROAD, LITHONIA, GA, 30058- 5604 Lithonia GA 30058	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Miller Grove Mid 2215 Miller Rd, Decatur, GA, 30035 Decatur GA 30035	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Towers High 3919 Brookcrest Circle, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Stone Mountain H 4555 Central Dr, Stone Mountain, GA, 30083 Stone Mountain GA 30083	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3881 - Norcross	DeKalb County Schools - Henderson Middle 2830 Henderson Mill Rd, Atlanta, GA, 30341 Atlanta GA 30341	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3881 - Norcross	DeKalb County Schools - Chamblee Middle 3601 Sexton Woods Dr, Atlanta, GA, 30341 Atlanta GA 30341	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3881 - Norcross	DeKalb County Schools - Chamblee High 3688 Chamblee Dunwoody Rd, Atlanta, GA, 30341 Atlanta GA 30341	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Peachtree Middle 4664 North Peachtree Rd, Atlanta, GA, 30338 Atlanta GA 30338	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Dunwoody High 5035 Vermack Rd, Atlanta, GA, 30338 Atlanta GA 30338	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3881 - Norcross	DeKalb County Schools - Sequoyah Middle 3456 Aztec Dr, Atlanta, GA, 30340 Atlanta GA 30340	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3881 - Norcross	DeKalb County Schools - Tucker High 5036 Lavista Rd, Tucker, GA, 30084 Tucker GA 30084	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3881 - Norcross	DeKalb County Schools - Tucker Middle 2160 Idlewood Road, Tucker, GA, 30084 Tucker GA 30084	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00



3880 - Atlanta	DeKalb County Schools - Stone Mountain Middle 4293 Sarr Parkway, Stone Mountain, GA, 30083 Stone Mountain GA 30083	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Freedom Middle 505 South Hairston Rd, Stone Mountain, GA, 30083 Stone Mountain GA 30083	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Redan High 5247 Redan Rd Stone Mountain GA 30088-2803	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Clarkston High 618 N Indian Creek Dr Clarkston GA 30021-2364	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3881 - Norcross	DeKalb County Schools - Druid Hills Midd 3100 Mt. Olive Dr Decatur Ga 30033 Decatur GA 30033	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3881 - Norcross	DeKalb County Schools - Lakeside High 3801 Briarcliff Rd NE Atlanta GA 30345-3856	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3881 - Norcross	DeKalb County Schools - Cross Keys High 1626 N Druid Hills Rd NE Brookhaven GA 30319-4156	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Druid Hills High 1798 Haygood Dr NE Atlanta GA 30307-1119	\$35,000.00 per shipment	1 x per week	Titan C with Storage Vault	\$315.00
3880 - Atlanta	DeKalb County Schools - Redan Elem A 1914 Stn Mtn Lithonia Rd Redan Ga 30074 Redan GA 30074	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Early Learning Center 797 FAYETTEVILLE ROAD SE, ATLANTA, GA, 30316-2359 Atlanta GA 30316	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - McNair, Ronald E 2162 Second Ave, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Toney Elem 2701 Oakland Terrace, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Kelley Lake Elem 2590 Kelley Lake Rd, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00

3880 - Atlanta	DeKalb County Schools - Flat Shoals Elem 3226 Flat Shoals Rd, Decatur, GA, 30034 Decatur GA 30034	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Barack Obama Elem 3132 CLIFTON CHURCH ROAD SE, ATLANTA, GA, 30316-4944 Atlanta GA 30316	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Cedar Grove Elem 2330 RIVER ROAD, ELLENWOOD, GA, 30294-1128 Ellenwood GA 30294	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Oakview Elem 3574 Oakvale Road, Decatur, GA, 30034 Decatur GA 30034	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - DeKalb Technology School 3303 Panthersville Rd, Decatur, GA, 30034 Decatur GA 30034	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Cedar Grove Midd 2300 Wildcat Rd, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Columbia Elem 3230 Columbia Woods Dr, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Wadsworth Magnet 2084 Green Forrest Dr, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Snapfinger Elem 1365 Snapfinger Rd, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Canby Lane Elem A 4150 Green Hawk Trail, Decatur, GA, 30035 Decatur GA 30035	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Rainbow Elem 2801 Kelley Chapel Rd, Decatur, GA, 30034 Decatur GA 30034	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Southwest Dekalb A 2863 Kelley Chapel Rd, Decatur, GA, 30034 Decatur GA 30034	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Bob Mathis Elem 3505 Boring Road, Decatur, GA, 30034 Decatur GA 30034	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00

3880 - Atlanta	DeKalb County Schools - Narvie Harris El 3981 McGill Drive, Decatur, GA, 30034 Decatur GA 30034	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Chapel Hill Elem 3536 Radcliff Blvd, Decatur, GA, 30034 Decatur GA 30034	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Chapel Hill Midd 3535 Dogwood Farm Rd, Decatur, GA, 30034 Decatur GA 30034	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Martin Luther Ki 3991 SNAPFINGER ROAD, LITHONIA, GA, 30038- 3648 Lithonia GA 30038	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Browns Mill Elem 4863 BROWNS MILL ROAD, LITHONIA, GA, 30038- 2606 Lithonia GA 30038	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Flat Rock Elem 4603 EVANS MILL ROAD, LITHONIA, GA, 30038- 4033 Lithonia GA 30038	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Arabia Mountain 6610 BROWNS MILL ROAD, LITHONIA, GA, 30038- 4215 Lithonia GA 30038	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Murphy Candler E 6775 SOUTH GODDARD ROAD, LITHONIA, GA, 30038-4124 Lithonia GA 30038	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Bouie, Edward L 5100 ROCK SPRINGS ROAD, LITHONIA, GA, 30038- 2328 Lithonia GA 30038	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Fairington Elem 5505 PHILIP BRADLEY DRIVE, LITHONIA, GA, 30038- 1200 Lithonia GA 30038	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Stoneview Elem 2629 HUBER STREET, LITHONIA, GA, 30058- 7656 Lithonia GA 30058	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Rock Chapel Elem 1130 ROCK CHAPEL ROAD, LITHONIA, GA, 30058- 5886 Lithonia GA 30058	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Wynbrooke Theme 440 WICKSBURY WAY, STONE MOUNTAIN, GA,	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00



	30087-4769 Stone Mountain GA 30087				
3880 - Atlanta	DeKalb County Schools - Pine Ridge Elem 750 PINE RIDGE DRIVE, STONE MOUNTAIN, GA, 30087-4630 Stone Mountain GA 30087	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Princeton Elem 1301 SOUTH DESHON ROAD, LITHONIA, GA, 30058-6032 Lithonia GA 30058	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Shadow Rock Elem 1040 Kingway Drive, Lithonia, GA, 30058 Lithonia GA 30058	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Eagle Woods 5931 Shadow Rock Road, Stone Mountain, GA, 30087 Stone Mountain GA 30087	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Marbut Theme 5776 MARBUT ROAD, LITHONIA, GA, 30058-8351 Lithonia GA 30058	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Panola Way Elem 2170 PANOLA WAY COURT, LITHONIA, GA, 30058-5525 Lithonia GA 30058	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Woodridge Elem 4120 Cedar Ridge Trail, Stone Mountain, GA, 30083 Stone Mountain GA 30083	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Bethune, Mary Mc 5200 Covington Hwy, Decatur, GA, 30035 Decatur GA 30035	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Peachcrest ES 1530 Joy Lane, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - International Stu 3318 Midway Rd, Decatur, GA, 30032 Decatur GA 30032	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Fernbank Elem 157 HEATON PARK DRIVE NE, ATLANTA, GA, 30307-1318 Atlanta GA 30307	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Robert Shaw Them 385 GLENDALE ROAD, SCOTTTDALE, GA, 30079-1810 Scottdale GA 30079	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00

3880 - Atlanta	DeKalb County Schools - Allgood Elem 659 ALLGOOD ROAD, STONE MOUNTAIN, GA, 30083- 4576 Stone Mountain GA 30083	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Rockbridge Elem 445 HALWICK WAY, STONE MTN, GA, 30083-4381 Stone Mtn GA 30083	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Champion Theme M 5265 Mimosa Dr, Stone Mountain, GA, 30083 Stone Mountain GA 30083	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Smoke Rise Elem 1991 SILVER HILL ROAD, STONE MOUNTAIN, GA, 30087-1648 Stone Mountain GA 30087	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Stone Mill Elem 4900 Sheila Lane, Stone Mountain, GA, 30083 Stone Mountain GA 30083	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Hambrick Elem 1101 HAMBRICK ROAD, STONE MTN, GA, 30083- 2484 Stone Mtn GA 30083	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Jolly Elem 1070 Otello Ave, Clarkston, GA, 30021 Clarkston GA 30021	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Idlewood Elem 1484 Idlewood Rd, Tucker, GA, 30084 Tucker GA 30084	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Brockett Elem 1855 Brockett Rd, Tucker, GA, 30084 Tucker GA 30084	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Midvale Elem 3836 Midvale Rd, Tucker, GA, 30084 Tucker GA 30084	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Henderson Mill E 2408 Henderson Mill Rd, Atlanta, GA, 30345 Atlanta GA 30345	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Hawthorne Elem 2535 Caladium Dr N.E., Atlanta, GA, 30345 Atlanta GA 30345	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Dresden Elem 2449 Dresden Dr, Atlanta, GA, 30341 Atlanta GA 30341	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00



3881 - Norcross	DeKalb County Schools - John Lewis Elemen 2630 SKYLAND DRIVE NE, BROOKHAVEN, GA, 30319-3640 Brookhaven GA 30319	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Ashford Park Ele 2968 CRAVENRIDGE DRIVE NE, BROOKHAVEN, GA, 30319-2952 Brookhaven GA 30319	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Kittredge Magnet 1663 EAST NANCY CREEK DRIVE NE, BROOKHAVEN, GA, 30319-1763 Brookhaven GA 30319	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Montgomery Elem 3995 ASHFORD DUNWOODY ROAD NE, BROOKHAVEN, GA, 30319-1855 Brookhaven GA 30319	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Huntley Hills El 2112 Seaman Circle, Atlanta, GA, 30341 Atlanta GA 30341	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Chesnut Elem 4576 North Peachtree Rd, Atlanta, GA, 30338 Atlanta GA 30338	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Kingsley Elem 2051 Brendon Dr, Atlanta, GA, 30338 Atlanta GA 30338	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Vanderlyn Elem 1877 Vanderlyn Dr, Atlanta, GA, 30338 Atlanta GA 30338	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Austin Elem 5435 Roberts Dr, Atlanta, GA, 30338 Atlanta GA 30338	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Dunwoody Elem 1923 WOMACK ROAD, DUNWOODY, GA, 30338- 4431 Dunwoody GA 30338	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Hightower Elem 4236 TILLY MILL ROAD, ATLANTA, GA, 30360- 3112 Atlanta GA 30360	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools Doraville United 3630 SHALLOWFORD ROAD NE, DORAVILLE, GA, 30340-1019 Doraville GA 30340	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00

3881 - Norcross	DeKalb County Schools - Cary Reynolds El 3498 Pine Street, Atlanta, GA, 30340 Atlanta GA 30340	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Oakcliff Theme 3150 Willow Oak Way, Atlanta, GA, 30340 Atlanta GA 30340	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Pleasantdale Ele 3695 North Lake Dr, Atlanta, GA, 30340 Atlanta GA 30340	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Warren Technical 3075 Alton Rd, Atlanta, GA, 30341 Atlanta GA 30341	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Evansdale Elem 2914 Evans Woods Dr, Atlanta, GA, 30340 Atlanta GA 30340	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Livsey Elem 4137 Livsey Rd, Tucker, GA, 30084 Tucker GA 30084	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - AIC - DeKalb Early College 1701 Mountain Ind. Blvd., Stone Mountain, GA, 30083 Stone Mountain GA 30083	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - AIC - DeKalb Early College 1701 Mountain Ind. Blvd., Stone Mountain, GA, 30083 Stone Mountain GA 30083	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Eldridge L. Mill 919 Martin Rd Stone Mountain GA 30088-2110	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Rowland Elem 1317 S Indian Creek Dr Stone Mountain GA 30083-5220	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Dunaire Elem 651 S Indian Creek Dr Stone Mountain GA 30083-4435	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Indian Creek Ele 724 N Indian Creek Dr Clarkston GA 30021-2346	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - McLendon Elem 3169 Hollywood Dr Decatur GA 30033-5104	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00

3881 - Norcross	DeKalb County Schools - Laurel Ridge Ele 1215 Balsam Dr Decatur GA 30033-2903	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Briarlake Elem 3590 Lavista Rd Decatur GA 30033-1002	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Oak Grove Elem 1857 Oak Grove Rd NE Atlanta GA 30345-3838	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Coralwood 2477 Coralwood Dr Decatur GA 30033-1322	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Sagamore Hills E 1865 Alderbrook Rd NE Atlanta GA 30345-4105	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Montclair Elem 1680 Clairmont Pl NE Brookhaven GA 30329- 1610	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Woodward Elem 3034 Curtis Dr NE Brookhaven GA 30319-4163	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - International St 2383 N Druid Hills Rd NE Atlanta GA 30329-3126	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3881 - Norcross	DeKalb County Schools - Margaret Harris 1634 Knob Hill Dr NE Atlanta GA 30329-3209	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Briar Vista Elem 1131 Briar Vista Ter NE Atlanta GA 30324-4603	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DeKalb County Schools - Fernbank Science 156 Heaton Park Dr NE Atlanta GA 30307-1318	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	Avondale Elementary 10 Lakeshore Dr Avondale Estates GA 30002-1472	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	Dekalbe School of the Arts 1192 Clarendon Ave Avondale Estates GA 30002-1570	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00
3880 - Atlanta	DESA 3131 Old Rockbridge Rd Avondale Estates GA 30002-1123	\$35,000.00 per shipment	0.5 x per week	Titan C with Storage Vault	\$247.00

**Cash Management Specifications:**

Verification of Validated Cash in order to confirm Safe’s audit report accurately reflects the contents of the Safe along with other services as described herein.

**Total Monthly Package Fee:**\* See table above per month per Safe unit, plus all applicable taxes and charges (e.g., fuel and Ancillary Items) due and payable as set forth in the terms and conditions.

\*This total package includes: Use of the Safe, transportation and cash management services. Also included is a manufacturer’s warranty on the Safe.

**Ancillary Items**

**Every Other Week Service:** In the Event that CUSTOMER’S Bank ("Bank"), which is providing provisional credit, requires LOOMIS to service the Equipment and pick up the currency more frequently than every other week ("EOW service") or if LOOMIS, in its sole discretion, determines that EOW service is not appropriate, then on thirty (30) days’ written notice to CUSTOMER, the locations receiving EOW service will be converted to weekly service at a rate of no less than \$315 per month per Equipment Unit, plus all applicable taxes and charges (e.g., fuel, and ancillaries) due and payable as set forth in the terms and conditions. Additionally, CUSTOMER also acknowledges and agrees that Bank can instruct LOOMIS to pick up any currency for which Bank has given provisional credit at any time at the CUSTOMER’S expense, which may be billable as a Special or Off-Day Service.

**Storage and Handling Fee:** A fee of \$275.00 per month per Safe will be charged starting on the month following the agreed upon Installation Date and shall continue until the month following the date that the Safe has been installed to offset the inventory storage, and handling cost associated with each unit. The Storage and Handling Fee shall only apply to the extent of installation delays arising from CUSTOMER’S delays or non-responsiveness.

**Premises Time:** Each service location under this Agreement (regardless of the number of Safes serviced at such location) is allotted twelve (12) minutes of service time. Over twelve (12) minutes, a fee of \$2.50 per minute shall be assessed. Over fifteen (15) minutes, LOOMIS may elect to depart from the service 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 exceeds ten (10) Items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport. The contents of a Safe, not including separate sealed bags placed in the Manual Drop, shall be considered a single Item.

**Non-Scheduled/Off-Day Service:** \$45.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations

**Sunday/Holiday Service:** \$100.00 per trip, per location. Additional fees apply for off-route and remote locations.

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

**Insurance Fee:** Waived

**Bank Change Fee:** A fee of \$150.00 per location shall apply (4 to 6 weeks prior notice requested).

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

Decline

**Reconstruction Obligations:**

As explained in Section 5(c) of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, or destroyed checks. 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 5(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.

### **Working Relationship:**

LOOMIS will function in cooperation with CUSTOMER's designated representative. LOOMIS will consult with CUSTOMER's representative before finalizing recommendations or taking action at Services milestones or other key decision points. LOOMIS shall fully cooperate with CUSTOMER and, if applicable, CUSTOMER's representative or designee. Such cooperation shall include, without limitation, providing any requested information to CUSTOMER's representative and advising, meeting with, consulting with, and coordinating with CUSTOMER's representative.

CUSTOMER shall have the right, at its sole discretion, to demand and require LOOMIS to remove any employee or subcontractor working for LOOMIS on the Services and to replace the employee or subcontractor without cost or liability to CUSTOMER.

For purposes of safety and otherwise, LOOMIS, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with CUSTOMER representative and with LOOMIS's employees, agents, representatives, and subcontractors.

LOOMIS shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by LOOMIS, or any entity or person under LOOMIS's supervision or control, do not harm, or allow harm, to CUSTOMER's computers, systems, networks, and technology. LOOMIS shall take any and all measures possible to protect CUSTOMER's computers, systems, networks, and technology from viruses and other malicious codes.

### **Independent Contractor:**

LOOMIS and its employees shall perform as an independent contractor and not an employee or representative of CUSTOMER. LOOMIS retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of LOOMIS's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

LOOMIS shall maintain strict discipline among all personnel employed at CUSTOMER, nor shall any person employed on any Services site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of LOOMIS shall use any tobacco product while at any Services site, on any property owned by CUSTOMER or at any function or event sponsored by or held on behalf of CUSTOMER.

LOOMIS agrees that LOOMIS is not an employee of CUSTOMER for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. LOOMIS agrees that LOOMIS will be responsible for reporting requirements under the ACA and certifies that LOOMIS has their own individual health plan coverage. LOOMIS agrees that LOOMIS shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, LOOMIS acknowledges and agrees that:

- LOOMIS is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to CUSTOMER;
- LOOMIS is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;

- If requested by CUSTOMER in connection with any governmental audit or inquiry, LOOMIS will cooperate in furnishing CUSTOMER with detailed information on assigned workers as reasonably needed for CUSTOMER to respond to such audit or inquiry, and at no additional charge;
- LOOMIS will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth herein, LOOMIS agrees to reimburse CUSTOMER for any penalty or tax imposed against CUSTOMER with respect to any assigned worker, and to indemnify and hold harmless CUSTOMER against all liabilities, penalties and fees that may be imposed upon CUSTOMER, under Internal Revenue Code Section 4980H(a) or (b); provided that CUSTOMER will provide prompt notice to LOOMIS of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and LOOMIS will cooperate fully with CUSTOMER in contesting such assessment and accepting responsibility for its assigned workers.

### **Responsibility For Services**

In the performance of this Agreement, LOOMIS warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. LOOMIS shall be responsible for the accuracy of its Services and any error and/or omission made by LOOMIS in any work under this Agreement, and Contract. Services performed by LOOMIS shall be subject to review and acceptance in stages as required by CUSTOMER. Acceptance shall not relieve LOOMIS of its professional obligation to correct, at LOOMIS's own expense, any errors in the Services.

If Services performed by LOOMIS fail to meet the standards set forth in Paragraph 9.1, CUSTOMER may elect to have LOOMIS re-perform, or cause to be re-performed, at no cost to CUSTOMER any of the Services which fail to meet said standards where: (i) such failure appears during the performance of LOOMIS's Services or within one year from the date of completion of LOOMIS's Services, and (ii) CUSTOMER notifies LOOMIS of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of CUSTOMER to pursue and obtain any and all other remedies against LOOMIS at law or in equity.

LOOMIS warrants that the manufacturer warrants that any goods to be produced to or delivered to Owner during the course and scope of work for these Services will be of merchantable quality, free from defects in materials and workmanship.

CUSTOMER acknowledges that LOOMIS shall be entitled to rely on the accuracy and currency of information supplied by CUSTOMER or by any of the Owner's contractors or consultants, or available from generally accepted reputable sources.

CUSTOMER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

### **Accounting And Records**

LOOMIS shall maintain a system of accounting and record keeping for all Services. Further, LOOMIS will allow CUSTOMER's inspection of necessary supporting receipts and documentation for audit purposes for a period of one (1) year after completion of Services provided under this Service Agreement.

### **Subcontractors**

LOOMIS shall manage all work and Services performed under this Service Agreement. Upon CUSTOMER's prior written consent, LOOMIS may subcontract all or part of the Services to be provided. In such event, the rights and obligations of LOOMIS and CUSTOMER will not be diminished.

All of LOOMIS's Subcontractors shall be directly responsible to LOOMIS and shall be under LOOMIS's direct supervision. LOOMIS shall be as fully responsible and accountable to CUSTOMER for the acts and omissions of its Subcontractors and

of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as LOOMIS is for the acts and omissions of persons it directly employs. Other than CUSTOMER being a third-party beneficiary to any Service Agreement between LOOMIS and its Subcontractors, no other contractual relationship between CUSTOMER and any subcontractor is created by any provision contained in this Service Agreement.

If LOOMIS utilizes Subcontractor(s) with respect to this Service Agreement then LOOMIS will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

### **Illegal Immigration Reform And Enforcement Act Of 2011**

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all CUSTOMER Contracts for physical performance of services (i.e. public works contracts).

LOOMIS warrants and represents that LOOMIS and their subcontractor(s)' comply with the requirements of this Act.

## TERMS AND CONDITIONS

### 1. SERVICES and EQUIPMENT

a. **Services:** "Services" include the transportation and cash management services described below. The fees payable by CUSTOMER to LOOMIS for Services are described in this Agreement.

(1) Transportation Services: LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent of CUSTOMER, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables received. If the shipment container(s) received by LOOMIS from CUSTOMER or CUSTOMER's designated agent do not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such shipment container(s). If LOOMIS accepts sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport such sealed container(s) to the designated LOOMIS processing facility. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the contents of any shipment. The fees payable under this Agreement are based upon the Maximum Liability Coverage amount and level(s) of service specified in this Agreement.

(2) Cash Management Services ("CMS"): Upon LOOMIS transportation and delivery of the shipment container(s) to a LOOMIS CMS facility, LOOMIS will verify the currency, coin, checks, securities, and/or other valuables. If CUSTOMER desires change order delivery (included in the Total Monthly Package Fee), CUSTOMER will be responsible for ordering all change from their financial institution. CUSTOMER's audit report will indicate end of day Safe's deposit totals segregated by Manual Drop Shipments (if any) and Validated Cash. If CUSTOMER has any specified procedure or condition to change this process, such procedure or condition shall be documented, mutually agreed upon, and included in this Agreement or a subsequent Amendment.

With regard to manual deposit processing, if LOOMIS is processing and not transporting directly to CUSTOMER's designated agent, LOOMIS' verification procedure includes confirming that the CUSTOMER's Deposit Ticket(s) matches the fine or actual count of funds contained in any sealed container as performed by LOOMIS pursuant to this Agreement. The term "Deposit Ticket" refers to the stated value supplied by the CUSTOMER at the time the shipment container is tendered to Loomis. Differences may include shortages, overages and/or counterfeit of any moneys processed by LOOMIS. LOOMIS agrees to be responsible for all manual deposit processing verification errors caused by LOOMIS and discovered or claimed after the twenty-four (24) business hour period has expired.

(3) Additional or Special Services: If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

b. **Safe:** LOOMIS agrees to provide, and CUSTOMER agrees to take possession of, the Safe at each agreed upon service location.

(1) Inspection of Safe: CUSTOMER shall inspect the Safe within forty-eight (48) hours of delivery and installation. Unless CUSTOMER gives written notice to LOOMIS specifying any defect in the Safe, CUSTOMER agrees that it shall be deemed that the Safe is in good condition, repair and working order. During CUSTOMER'S normal business hours, LOOMIS shall have the right to enter service location, inspect the Safe and observe its use.

(2) Suitability of Safe: CUSTOMER agrees that: (a) the Safe described herein is of the type and kind suitable for CUSTOMER's purpose and needs; and (b) CUSTOMER agrees to provide LOOMIS with forty-five (45) days prior written notice should it become necessary to move the Safe to a different location. CUSTOMER shall not move the Safe to another location without LOOMIS prior written consent, which shall not be unreasonably withheld or delayed. CUSTOMER further agrees to pay all costs associated with relocation of such Safe.

(3) Installation: CUSTOMER shall be responsible for any applicable permits or licenses which may be required for the installation and/or operation of Safes. CUSTOMER shall be responsible for any costs incurred by LOOMIS associated with delays and miscommunication associated with the Equipment installation date; and, if appointments are not kept, CUSTOMER may incur costs associated with Equipment redelivery and installation. Each Safe must be installed by LOOMIS or its designated agent. If necessary for the functionality of the Safe (as determined by LOOMIS), CUSTOMER shall provide, at its own expense, and throughout the term of this

Agreement: a dedicated, grounded electrical line and/or a dedicated phone line and/or data line, and any other necessary site preparation as may be required for appropriate installation and as needed to maintain the correct ongoing operation of the Safe. The Equipment is provisioned with a wireless modem which will serve as the primary source of remotely communicating with the Equipment; but, in the event a wireless solution is not available based on the conditions or physical location of the Equipment, LOOMIS will require the use of a dedicated data line provisioned with a static IP by CUSTOMER'S local Internet provider.

(4) Return or Repossession: Upon the expiration or earlier termination of this Agreement, CUSTOMER shall return the Safe to LOOMIS in good repair, condition and working order, ordinary wear and tear resulting from proper use excepted, by making the Safe available for de-installation and removal. In the event of loss or damage to the Safe caused by CUSTOMER, CUSTOMER shall, at LOOMIS option: (a) pay the cost to place the Safe in good repair, condition and working order; or (b) pay for a replacement Safe. No loss or damage to the Safe caused by CUSTOMER or any part thereof shall impair any obligation of CUSTOMER under this Agreement, which shall continue in full force and effect through the term of the Agreement.

(5) Access to Safe: CUSTOMER shall provide LOOMIS or LOOMIS' agent, vendor, contractor or other designee access to the Safe during normal business hours, or at a mutually agreeable time to perform maintenance and service to ensure proper functionality and security of safe.

c. **Certain Customer Representations and Agreements**: Regarding the Services, CUSTOMER acknowledges and agrees that LOOMIS' count of all funds verified shall be deemed correct and final. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the property delivered to LOOMIS pursuant to this Agreement. Regarding the Equipment, CUSTOMER agrees that title and right to possession of the Safe shall at no time pass to CUSTOMER. The Safe is and shall remain personal property of LOOMIS, notwithstanding the fact that the Safe may be affixed, attached to or imbedded in or upon real property or a building, whether by cement, bolts, or other means. The Safe must be firmly and securely attached to the concrete foundation. CUSTOMER represents and guarantees to LOOMIS that the physical location(s) where the Safe is located shall at a minimum have a fully functional monitored premise and fire/smoke detection alarm, including: 1) door and window contacts at all exterior openings to the building where the Safe is located; 2) monitored motion detection sensors covering the entire room where the Safe is located; and 3) wireless or cellular alert capability or a secured line with automatic notification. CUSTOMER acknowledges and agrees that in certain jurisdictions where police response is conditioned upon verified alarm notification, LOOMIS may, in its sole discretion, require CUSTOMER to obtain a verified alarm or 24 hour remote monitoring service. Each CUSTOMER location shall also have reasonable and customary security measures for its industry, including, but not limited to, fully functional door locks and video camera recorded surveillance on the Safe. Video surveillance recordings must be retained a minimum of thirty (30) days. If at any time during this Agreement CUSTOMER is (i) negligent regarding CUSTOMER'S site security obligations of the service location where the Safe is located; (ii) in breach of the site security obligations set out in this Agreement; or (iii) if CUSTOMER fails at any time during this Agreement to maintain the security requirements in this Section 1(c), then any LOOMIS guarantee of funds shall be void and LOOMIS shall have no further obligation to reimburse CUSTOMER for any resulting loss of funds or Equipment. Within ten (10) days of LOOMIS' request, CUSTOMER agrees to fully reimburse LOOMIS for all amounts paid by LOOMIS to CUSTOMER'S financial institution arising out of, or related to: 1) CUSTOMER'S failure to maintain its obligations under this Agreement, including but not limited to, the obligations under this Section 1(c); or 2) any breach of this Agreement by CUSTOMER. Failure by CUSTOMER to correct any site security or Equipment security deficiencies is an event of Default under Section 12 for which LOOMIS may terminate this Agreement.

## 2. BILLING AND PAYMENT

CUSTOMER agrees to pay LOOMIS the Total Monthly Package Fee, plus any Ancillary Items described in this Agreement or any Exhibit or Addendum hereto and any applicable federal, state or local taxes within fifteen (15) days of invoice. CUSTOMER is a tax exempt entity and shall provide LOOMIS with a certificate of its tax exempt status. 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 (30) days of the invoice date, LOOMIS may, in its sole discretion, suspend the account and/or terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within (30) days after such invoice has been presented to CUSTOMER, or such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed in this Agreement.

## 3. RATE ADJUSTMENT

LOOMIS shall once annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) effective upon the annual anniversary of the Agreement and only upon 60 days written notice of said service fee increase.

To account for future movements in the price of diesel fuel LOOMIS shall assess a 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 Items). LOOMIS established baseline is \$1.91. Any cost above the \$1.91 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon up to \$2.41. At \$2.41 per gallon the rate shall remain constant until fuel reaches \$3.51 per gallon, upon which the .5% increment increase shall resume per each .10 cost increase per gallon (i.e. if diesel prices rise to \$2.01, your 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 referenced below is for guidance only and does not reflect the maximum rate which might be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
3.91	4.00	0.10	5.00 %
3.81	3.90	0.10	4.50 %
3.71	3.80	0.10	4.00 %
3.61	3.70	0.10	3.50 %
3.51	3.60	0.10	3.00 %
3.41	3.50	0.10	2.50 %
3.31	3.40	0.10	2.50 %
3.21	3.30	0.10	2.50 %
3.11	3.20	0.10	2.50 %
3.01	3.10	0.10	2.50 %
2.91	3.00	0.10	2.50 %
2.81	2.90	0.10	2.50 %
2.71	2.80	0.10	2.50 %
2.61	2.70	0.10	2.50 %
2.51	2.60	0.10	2.50 %
2.41	2.50	0.10	2.50 %
2.31	2.40	0.10	2.00 %
2.21	2.30	0.10	1.50 %

2.11	2.20	0.10	1.00 %
2.01	2.10	0.10	0.50 %
1.91	2.00	0.09	0.00 %

LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations, including but not limited to 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

a. **General Liability:** LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement: (1) for Manual Drop Shipments, from the time LOOMIS signs for and receives physical custody of the shipment container(s) or (2) for Validated Cash, when valuables are deposited into the Safe note validator. 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. The term "Manual Drop Shipments" shall refer to the currency, coin or checks inserted into the manual drop section of the Safe. The term "Validated Cash" shall refer to the currency inserted and accepted by the Safe bill validator. LOOMIS' responsibility terminates when the CUSTOMER or CUSTOMER's designated agent takes physical possession of the shipment container(s) and signs LOOMIS receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the shipment container(s) is returned to the CUSTOMER and a signed receipt obtained. Before valuable(s) are deposited into the Safe, LOOMIS assumes no liability for any loss. Also, LOOMIS shall incur no liability whatsoever (i) for losses arising from the misuse, abuse, malfunction or destruction of the Safe and/or bill validator(s) caused by CUSTOMER, its employees, directors, agents, contractors or assigns, (ii) from loss(es) or destruction arising, in whole or part, from fraud, negligence, or willful or criminal misconduct on the part of CUSTOMER, its employees, contractors, agents, directors or assigns, (iii) from unexplained or ongoing patterns of loss, including losses arising from repeated or similar events, as defined or determined by the Parties, or (iv) for counterfeit bills placed into safe as deposits. CUSTOMER shall be provided at least thirty (30) days' notice and an equal amount of time to cure any patterns of loss or similar events before LOOMIS shall be relieved of all liability. 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 OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR SERVICES PROVIDED PURSUANT TO 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 TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR A CARGO LOSS, WHICH IS SUBJECT TO THE MAXIMUM LIABILITY COVERAGE AMOUNT SPECIFIED HEREIN, 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.

#### 5. CLAIM PROCEDURES

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

a. **Notification:** In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered in the exercise of due care and in no event later than ninety (90) days after the pick-up by LOOMIS of the securely sealed shipment container in connection with which the loss is asserted. If notice of the loss is not received by LOOMIS within this ninety (90) day period, the claim for the loss shall be deemed waived by 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, 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](mailto: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. **Limitations:** Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS (except as stated in this Agreement) in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Coverage amount set forth in this Agreement or the Excess Liability Coverage amount, if not declined by CUSTOMER.

c. **Check Reconstruction:** CUSTOMER shall retain sufficient information to allow Reconstruction of checks in the event of a Cargo 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. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any Cargo Loss. 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. The term "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. **Proof:** Upon the request of LOOMIS, CUSTOMER will furnish a proof of any Cargo 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.

## 6. LIMITATIONS & FORCE MAJEURE

a. **Limitations:** 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) (in the case of manual drop deposits), for indirect, consequential or incidental damages or losses, 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. LOOMIS shall be liable for damages resulting from LOOMIS's direct actions or failures to act in a reasonable manner.

b. **Force Majeure:** It is further agreed that 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:

(1) hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (i) by any government or sovereign power (de jure or de facto) or (ii) by any agent of any such government, power authority or forces;

(2) nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war, insurrection, rebellion, revolution, civil war, acts of terrorism, usurped power, or action taken by governmental authority; 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; or

(3) acts of God, strikes, labor disturbances, while shipments are being transported by aircraft (including air piracy, explosion, crash or other incident on board the aircraft), impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS reasonable control.

c. **Ownership:** CUSTOMER expressly understands and accepts that ownership (title) to cash or other valuables transported or stored by LOOMIS shall never transfer to LOOMIS.

## 7. DISPUTES

EACH PARTY MAY REQUEST, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE A TRIAL BY JURY IN RESPECT OF ANY CLAIM OR DISPUTE ARISING FROM OR RELATING TO THIS AGREEMENT.

## 8. 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.

## 9. WARRANTIES & REPRESENTATIONS

CUSTOMER acknowledges that LOOMIS is not the manufacturer of the Safe and further agrees that any and all warranties on the Safe are limited to those warranties extended by manufacturer. The complete details of such warranty are available from your service representative. The remedy above shall be the EXCLUSIVE remedy in the event of a breach of the manufacturer's warranty or in the event of damages, action, demand or fee arising from malfunction or latent defect of the Safe, and it is expressly agreed that neither party shall be liable for special, incidental, indirect or consequential damages arising out of, or in any way connected with this Agreement. THIS LIMITED WARRANTY EXCLUDES ALL OTHER WARRANTIES; EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT SUCH PURPOSES OR SPECIFICATIONS ARE DESCRIBED HEREIN. LOOMIS FURTHER DISCLAIMS ANY DAMAGE OR LOSS OF PROPERTY OR VALUE CAUSED BY EQUIPMENT WHICH HAVE BEEN THE SUBJECT OF MISUSE, ABUSE, NEGLIGENCE, OR USED IN VIOLATION OF ANY PRODUCT MANUALS, INSTRUCTIONS OR WARNINGS, OR MODIFIED REPAIRED OR SERVICED BY PERSONS NOT AUTHORIZED BY LOOMIS OR THE MANUFACTURER, OR IMPROPERLY RELOCATED. ALL OBLIGATIONS OF LOOMIS UNDER THIS AGREEMENT SHALL BE VOID IF CUSTOMER IS IN BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This section notwithstanding, LOOMIS shall be responsible and liable for direct damages caused by LOOMIS, or any subcontractors of LOOMIS.

For Validated Cash, LOOMIS guarantees that the amount reflected on any Safe's audit report will accurately reflect the contents of the Safe. LOOMIS shall not be responsible or liable for any consequential, indirect, punitive, lost profits or similar damages or losses caused by a malfunction, software failure or failure of equipment to work properly for any reason whatsoever.

## 10. INDEMNITY

LOOMIS agrees to hold harmless and indemnify CUSTOMER, its Board, officers, employees and representatives (herein "Released Parties") from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, or financial loss, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of LOOMIS or any subcontractor(s), or as a result of defective Services under this Service Agreement. Notwithstanding anything to the contrary in this Agreement, LOOMIS shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of CUSTOMER.

LOOMIS further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to LOOMIS from events over which the Released Parties exercise no control. LOOMIS further agrees to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of LOOMIS's negligent performance under this Agreement.

## 11. INSURANCE

a. **Customer Insurance Requirements.** With regard to the Safe provided hereunder, CUSTOMER shall procure, maintain and pay for: (a) all risk insurance against loss of and damage to the Safe for not less than the full replacement value of the Safe, naming LOOMIS as loss payee and (b) combined public liability and property damage insurance with limits as approved by LOOMIS, naming LOOMIS as an additional insured. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to LOOMIS, shall provide at least thirty (30) days advance written notice to LOOMIS of any cancellation, change or modification, and shall provide primary and non-contributory coverage for the protection of CUSTOMER and LOOMIS without regard to any other coverage carried by CUSTOMER or LOOMIS protecting against similar risks. CUSTOMER shall provide LOOMIS with an original policy or certificate evidencing such insurance. CUSTOMER hereby appoints LOOMIS as CUSTOMER's attorney in fact with power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts necessary or advisable to secure payments due under any policy of insurance required under this Agreement. If CUSTOMER fails to purchase such insurance as required under this provision, LOOMIS shall have the right, in its sole option, to acquire same at CUSTOMER's sole expense and cost or terminate this Agreement.

In case of failure of CUSTOMER to procure or maintain said insurance, as more fully outlined below, or to pay fees, assessments, charges and taxes, all as specified in this Agreement, LOOMIS shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to LOOMIS with the next invoice, and failure to repay the same shall carry with it the same consequences as failure to pay any amount(s) due for service provided hereunder.

**b. LOOMIS Insurance requirements.**

1. LOOMIS and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for LOOMIS during the term of this Agreement. Prior to the date LOOMIS signs this Agreement, LOOMIS shall provide CUSTOMER with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as CUSTOMER requests.

2. If LOOMIS is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be named as an additional insured under each respective policy specified.

3. The insurance requirements of this Contract are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability	\$2,000,000 annual aggregate
Bodily Injury and Property Damage	
Comprehensive Auto Liability	\$3,000,000 per accident
Bodily Injury and Property Damage	
Covering Owned, Hired and Non-Owned Autos	
Umbrella or Excess Insurance	\$5,000,000 annual aggregate

4. Certificates of Insurance must be executed with the following provisions:

(a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;

(b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;

(c) Certificates are to be issued to:

DeKalb County School District  
DeKalb County Board of Education  
1701 Mountain Industrial Blvd.  
Stone Mountain, GA 30083

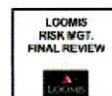
Attention: Risk Management Department

(d) Certificates shall state that the policy or policies shall not be cancelled or altered without at least thirty (30) days prior written notice to CUSTOMER.

(e) LOOMIS shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

**12. DEFAULT**

a. The parties agree to an Initial Term of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of CUSTOMER. Additionally, as required by O.C.G.A. § 20-2-506, CUSTOMER may terminate this Agreement after August 1st 2024 if sufficient funds are not



appropriated to make the payments contemplated hereunder, by providing Loomis with thirty (30) days advance notice of termination prior to the end of the Calendar year.

If (i) LOOMIS fails to perform any material obligation under this Agreement and such failure continues for sixty (60) days after LOOMIS receives written notice from CUSTOMER specifying in reasonable detail the nature of that failure or (ii) LOOMIS becomes the subject of a proceeding under the U.S. Bankruptcy Code, CUSTOMER may terminate this Agreement by giving written notice to LOOMIS without payment of any Termination Fee.

Upon expiration or termination of this Agreement for any reason, all Safes or materials provided by LOOMIS in connection with the expired or terminated Services will be made available to LOOMIS at the service location within thirty (30) business days after the effective date of expiration or termination and all earned, uninvoiced and unpaid fees and expenses will become due and payable sixty (60) days following such expiration or termination. The termination rights set forth in this Section are cumulative and are in addition to all other rights and remedies available to the parties.

b. If CUSTOMER terminates this Agreement, or its Agreement with LOOMIS for cash and/or armored car service(s) with regard to such Safe, prior to the end of the term, or fails to pay any undisputed invoices for thirty (30) days or other amount herein, or if CUSTOMER fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by CUSTOMER, LOOMIS shall have the right to exercise any one or more of the following remedies: (a) to declare the entire earned amount hereunder immediately due and payable without notice or demand to CUSTOMER; (b) to sue for and recover payments, then accrued or thereafter accruing; (c) to take possession of the Safe, upon demand and notice and only with CUSTOMER approval and CUSTOMER escort, wherever same may be located, without any court order or other process of law;; (d) to terminate this Agreement; or (e) to pursue any other remedy at law or in equity. If there are losses arising from repeated similar loss events, as determined by LOOMIS in its sole discretion, then LOOMIS shall have the right to (a) to sue for and recover payments, then accrued or thereafter accruing and unrecovered expenditure to install and de-install the Equipment; (b) upon demand and notice and only with CUSTOMER approval and CUSTOMER escort, wherever same may be located, without any court order or other process of law; (c) to terminate this Agreement; or (d) to pursue any other remedy at law or in equity. CUSTOMER hereby waives any and all indirect, incidental, consequential, or special damages occasioned by the removal and taking of possession of the Safe but LOOMIS shall remain liable for the payment of direct damages caused by LOOMIS or LOOMIS's negligence regarding damages to property or facilities. Notwithstanding any repossession or any other action which LOOMIS may take, CUSTOMER shall be and remain liable for the full performance of all obligations on the part of the CUSTOMER to be performed under this Agreement. All of LOOMIS' remedies are cumulative, and may be exercised concurrently or separately.

### 13. MISCELLANEOUS

a. **Security Filings:** CUSTOMER hereby agrees to execute any and all documents requested by LOOMIS to perfect its security interest in the Safe. If LOOMIS consents to a change of service location of the Safe, CUSTOMER agrees to execute any further documentation necessary to perfect LOOMIS' security interest..

b. **Holiday Service:** CUSTOMER agrees that Holiday Service Rates shall apply to any service performed under this Agreement which falls on: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, federal banking and any local applicable observed holiday. Charges for service on such dates will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

c. **Bankruptcy:** If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the CUSTOMER, or if the CUSTOMER is declared insolvent, or if CUSTOMER makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Safe and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the CUSTOMER is a party, any Safe provided hereunder shall not be treated as an asset of CUSTOMER. The Safe is, and shall at all times be and remain, the sole and exclusive property of LOOMIS; and the CUSTOMER shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

d. **Non-Warranty Service Calls and Customer Routine Maintenance:** CUSTOMER shall be responsible for all non-warranty SafePoint costs associated with any repair or service call; including but not limited to the following non-warranty issues: abuse, damage to cassettes due to mishandling, coin jams, bill jams, screen protector damage or replacement, network or phone line related problems, damage due to spillage or infestation, equipment resets, phone

fixable problems, user programming problems, equipment upgrades, printer jams or printer issues related to incorrect paper type; along with any repairs or service call arising out of CUSTOMER's negligence, willful misconduct, or failure to perform any material obligation within this Agreement or normal CUSTOMER preventative maintenance. CUSTOMER shall also be responsible for the cost of any consumable items such as printer tape, bill trays, printer paper, cleaning cards, and screen protectors. CUSTOMER agrees that it shall not permit any party except LOOMIS' employees and LOOMIS' authorized maintenance vendors to repair or maintain the Equipment without LOOMIS' prior written consent.

e. **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.

LOOMIS understands and agrees that CUSTOMER must comply with the Georgia Open Records Act O.C.G.A. § 50-18-70 (the "Act") and release public documents as defined by the Act upon request, including this Agreement and all records prepared and maintained in relation to this Agreement.

f. **Entire Agreement:** This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Georgia without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all prior agreements and understandings, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement and each party hereto acknowledges that in entering this Agreement it has not relied on any representation or warranty not contained herein; (c) and the terms and conditions including fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) 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; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k) shall not be deemed to have been drafted by either party; (l) 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; (m) does not make either party the agent, fiduciary or partner of the other; (n) does not grant either party any authority to bind the other to any legal obligation; (o) does not intend to nor grant any rights to any third party and (p) 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**

By *[Signature]*  
Printed Name D. Vasanne P. Tinsley  
Title Interim Superintendent  
Date 6/22/23  
Tel \_\_\_\_\_

**LOOMIS**

By *[Signature]*  
Patrick Otero (Jun 16, 2023 12:50 EDT)  
Printed Name Patrick Otero  
Title EVP & CFO  
Date 6/16/2023  
Tel \_\_\_\_\_

## Exhibit A

### Pick Up Security Procedures

Loomis Personnel are authorized to remain armed with their service weapons during each individual pick-up at a CUSTOMER location. Loomis Personnel are authorized for armed entry to and from the SafePoint location but are strictly prohibited from entering any additional locations within CUSTOMER grounds including but not limited to restroom facilities utilized by students. Loomis Personnel may request an escort to restroom facilities not used by students in the event of a medical necessity.



ARMORED AMENDMENT TO SAFEPOINT® AGREEMENT

Effective June 12th, 2023 (the "Effective Date"), the parties hereto agree that the following paragraphs shall serve to amend that certain SafePoint® Agreement, dated June 12th, 2023 by and between LOOMIS ARMORED US, LLC ("LOOMIS") and DEKALB COUNTY SCHOOL DISTRICT ("CUSTOMER") (the "Agreement").

WHEREAS, CUSTOMER has engaged LOOMIS to provide SafePoint® services; and.

WHEREAS, the SafePoint® Equipment is to be installed on or about August 15th, 2023; and

WHEREAS, CUSTOMER desires LOOMIS to perform armored Transportation Services until the SafePoint® Equipment is installed;

The parties agree to amend the Agreement as follows:

LOOMIS shall provide armored Transportation Services at the rate of \$ 40.00 per service plus all applicable fuel, insurance and ancillary fees. As used in this Amendment the term "Transportation Services" shall have the same meaning as defined in Section 1(a)(1) of the Agreement.

All of the terms and conditions of the Agreement shall continue in full force and effect except as modified by the terms of this Amendment. Terms not defined herein shall be as defined in the Agreement. By executing this Amendment, the parties hereto ratify and confirm the terms of the Agreement, as modified by the terms of this Amendment. This Amendment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. All references in the Agreement in and/or to "this Agreement" and words of a like nature shall be deemed to refer to the Agreement, as amended and supplemented by this Amendment.

CUSTOMER

LOOMIS

By

By

Printed Name

Printed Name

Title

Title

Date

Date

Tel

Tel

