

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2026, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and LOOMIS ARMORED US, LLC., a Texas limited liability company qualified to do business in California doing business as LOOMIS (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with the Scope of Services attached, as Exhibit A and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for a cash management machine (hereinafter "Project") as set forth in the Scope of Services attached as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time for Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on March 1, 2026 and terminates upon the completion of the Scope of Services or on February 28, 2029, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, CITY may extend the terms of this Agreement for an additional **two (2)** year extension; provided, CITY gives CONTRACTOR no less than thirty (30) days

written notice of its intent prior to expiration of the existing term. In the event CITY exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) year(s).

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractor on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Tarra Sumner

To CONTRACTOR: Loomis Armored US, LLC
2500 Citywest Blvd
Houston, TX, 77042
Attn: Patrick Otero

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's

fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

CITY OF LODI, a municipal corporation

OLIVIA NASHED
City Clerk

JAMES LINDASAY
Interim City Manager

APPROVED AS TO FORM:

LOOMIS ARMORED US, LLC, a Texas limited liability company qualified to do business in California

By: _____
KATIE O. LUCCHESI 
City Attorney

By: _____
Name: PATRICK OTERO
Title: Executive Vice President and CEO

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA: Rev.04.2025-LT (CA Formatted)



SafePoint[®] Recyclers Proposal

City of Lodi

Exhibit A/B

Not to exceed \$165,000

December 8th, 2025





Tarra,

Thank you for your time and interest in learning more about SafePoint® by Loomis.

- Reduction of labor associated with cash handling activities by 4 to 8 hours per day per location
- Significant reduction in time associated with end-of-day cash reconciliation
- Reduction in size and frequency of change orders through recycling of frequently used denominations
- Reduction of cash on hand needed to run business by up to 50%

During our initial conversation, I learned about some of your business concerns and the problems you're hoping to solve in order to improve operational efficiency and increase security. Here's how SafePoint can help with each of those issues.

Eliminate trips to the bank: Deposits in SafePoint Titan cash recyclers are as good as in the bank, and your personalized armored cash-in-transit schedule means no more employee trips to the bank.

Reduce internal theft and deter robberies: Our cash recyclers allow you to assign each employee an individual PIN, which gives you complete visibility of all safe transactions—and keeps employees accountable.

Reduce need for change orders: Automated recycling enables more efficient use of smaller denomination bills and coins, reducing both the size and quantity of change orders.

Visibility into safe and cash operations: Our proprietary customer portal, Loomis Direct, gives you complete visibility of your reporting data and account information for all the smart safes in your service network. You can also track the status of your cash deliveries and pickups.

Provisional banking credit: Thanks to our network of trusted provisional banking partners, you have access to your deposits faster, allowing you to do more with your money to improve your business.

I'm eager to show you how SafePoint can improve your bottom line and power your business with solutions that are built to meet your needs today—and prepare you for the future.

Thank you again, and I look forward to earning your business.

Sincerely,

Justin Murphy

Loomis US

2500 CityWest Blvd.. #2300

Houston, TX 77042

303.746.9349

Justin.murphy@us.loomis.com



loomis.us



We focus on your cash handling
so you can focus on your business.



WHEN YOU CHOOSE LOOMIS, YOU GAIN AN EXPERIENCED INDUSTRY PARTNER. WE SPECIALIZE IN CREATING EFFICIENT CASH FLOW, HANDLING \$11 BILLION OF CASH DAILY AT OVER 100,000 CUSTOMER LOCATIONS.

Loomis operates the largest cash distribution network in the United States, with nearly 200 locations, a fleet of more than 4,000 vehicles, and a dedicated employee base of over 10,000 professionals.

Our wide array of integrated cash management solutions provides customers with safe, secure cash flow, while boosting profitability and operational efficiency. These solutions include SafePoint[®] by Loomis—the industry's most advanced cash management ecosystem.

Financial institutions and commercial and retail businesses of every size trust us to deliver the most comprehensive suite of cash-handling products and services available, including:



SafePoint[®]
by Loomis



Cash
Management



Cash
in Transit



Cash
Exchange



ATM
Services



Cash
Forecasting



SafePoint® by Loomis

We've taken cash management to the next level.

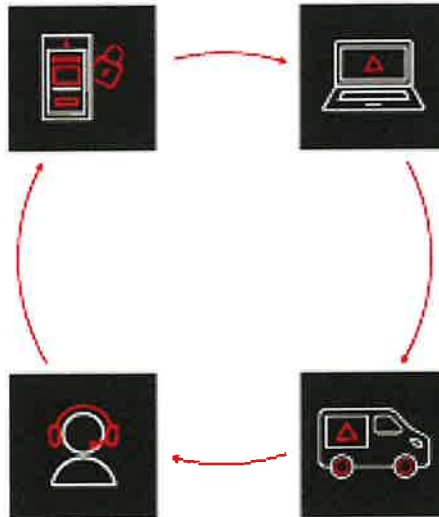


SafePoint by Loomis is the industry's premier cash management solution, combining cutting-edge, proprietary technology with Loomis' unmatched quality, service, and expertise. This fully customizable ecosystem is designed from the ground up to help businesses cut costs, increase efficiency, protect customers and employees, and boost profitability.

The SafePoint ecosystem includes:

SafePoint Titan advanced smart safe and cash technology

SafePoint Titan Technology combines the latest in secure hardware with advanced software to streamline cash-handling processes, improve accuracy, and minimize downtime for any size business.



Dedicated IT and unmatched customer support

SafePoint is specially designed with our customers' specific needs in mind. We work as a partner to devise the best possible solutions through our customized IT development and implementation, while also providing the finest support.

Real-time data and reporting tools with Loomis Direct customer portal

Loomis Direct helps turn your information into better decision making. This fully integrated customer portal provides real-time access to data and valuable cash management information from virtually anywhere via PC or mobile device.

Quality and expertise from a trusted industry leader

With SafePoint, customers gain access to Loomis' secure armored cash-in-transit services, hundreds of provisional banking partnerships, and an unrivaled international network of cash management specialists.



Titan Technology

SafePoint Titan R7

Medium back-office note and coin recycling solution for mid-cash volume environments. Stores, amusement parks, and the sites where cash is handled in high volumes. The perfect tool for the preparation of the cashier's daily float and the deposits at the end of the day. It ensures security, speed and a valuable reduction of the cash management costs.



Specifications

- AST7008 - 42.54"L x 17.32"W x 37.68"H
- CDS803 - 30.11"L x 17.32"W x 43.30"H
- Drop Vault - 6"W
- Combined Device Width - 40.64"W

Service Clearance

- Behind AST7008 - 4" from wall
- In front of AST7008 - 22.44"
- Left of CDS803 - 12" from the wall (for door swing)
- In front of CDS803 - 31.90"

Configuration:

Closed-loop architecture of notes; no manual intervention required

- Recycle 8 drums
- Deposit Sealing Stacking Bag

Total Capacity (notes/coin)

- Note up to 4,000/2,700 Coin up to 16,250
- 8 Recycling Drums and 1 Deposit stacking bag:
- 500 notes per drum
- Deposit: 3,000 notes
- Processing 6 notes per second

Note/Coin Processing (in/out)

- 6 notes per second
- 360 coins per min
- 32 coins per second
- Recycling capacity: 40,000 coins
- Input tray capacity: 1,000 coins
- 9 X coin hoppers
- 2 X \$0.01, 2 X \$0.05, 2 x \$0.10, 2 X \$0.25, and 1 X \$1

Note Denom. (recycles)

Up to 6

Coin Denomination (accepts/recycles)

- Up to 6 denominations
- Up to 5 denominations

Key Feature:

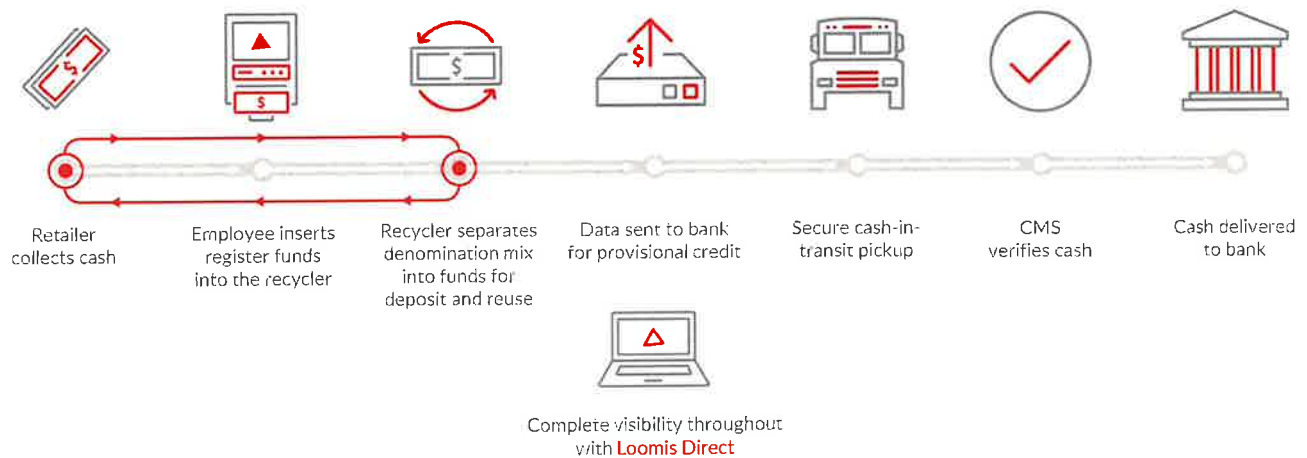
- Dispense coins direct into tray.
- optional biometrics.
- pocket note acceptor, flexible note orientation, flexible note configuration
- Self sealing stacking bag of 2800 notes
- integrated printer
- Counterfeit note and coin discriminator
- continuous 24/7 monitoring
- Automatic end-of-day reporting,
- Multiple user authentication methods, OTC available



SafePoint® by Loomis

Titan R® cash recycler journey

CLOSING THE LOOP IN CASH-HANDLING



Loomis Direct

TURNING REPORTING INFORMATION INTO BETTER DECISION-MAKING

Loomis Direct revolutionizes cash insights. This fully integrated customer portal provides real-time access to data and valuable cash management information from virtually anywhere via PC or mobile device.

Features and benefits

- Increased customer visibility to data, from pickup to final deposit
- Intuitive interface for simple navigation
- Around-the-clock access to deposit information and cash vault statistics
- Cashier-level reporting and precise tracking and counting of all cash activities
- Track and Trace technology for improved visibility of change orders and deliveries
- Ability to open and track the status of service requests





SafePoint® by Loomis

Pricing options

What's included

- Site survey, shipping, and installation
- Comprehensive on-site training
- Dedicated customer support center
- Online reporting access
- Full maintenance agreement during contracted term (5 years)
- Cellular wireless modem (applies to smart safes only)
- Free change order delivery on scheduled service days (applies to smart safes only)

PRODUCT	START DATE	QUANTITY	HARDWARE DETAILS	FREQUENCY	TOTAL MONTHLY COST*
Titan R7	8 - 10 Weeks	1	Titan R7 - Central Drop Vault - Bio Metric Scanner - Barcode Scanner	2 x per week	\$2,400 per month

* Rates quoted do not include fluctuating fuel fee, 4% insurance fee, and taxes.



SafePoint® by Loomis

Loomis implementation process



Week 1: Introduction

Confirm order/process overview, specify client date requirements, and discuss factors that affect time frame. Equipment is ordered, and project is assigned to a Loomis Implementation Specialist (IS).

Weeks 2-6: Planning

Financial institution confirms profile status. Site survey is scheduled, conducted, and reviewed with client. Technical Sales Engineer (TSE) and customer work on configuration of hardware. Loomis IS coordinates installation and training timelines.

Weeks 6-8: Confirmation

Confirm delivery, installation, and training schedule. Receipt of profile from financial institution. Receipt of IP address from customer.

Weeks 8 -10: Installation/training


Installation typically takes two to four hours. Training will have been scheduled for two to three days. Recycler will be in production and in use during this period.



SafePoint by Loomis **CASH MANAGEMENT. MOVING FOWARD.**

Contact us today for more
information on how SafePoint
can transform your business.

303.746.9349
Justin.murphy@us.loomis.com

 loomis.us

Loomis U.S.
2500 CityWest Blvd. #2300
Houston, TX 77042

This proposal is subject to the acceptance of all terms and conditions within the Loomis SafePoint master service agreement. Additional charges may include: excessive premise time, unscheduled armor transportation, non-warranty maintenance, and fuel surcharge. Please refer to the Loomis SafePoint master service agreement or speak to your Loomis representative for additional details. Proposal valid for 30 days.

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CREDIT APPLICATION

Please print legibly or type

Company Name	Federal Tax ID No.	DUNS No.
Address	Phone	FAX
Email Address	Date Est. / Years In Bus.	Type Bus.

Ownership

Principals or Officers	Title	Phone Number	Email Address

Trade References

Please provide references from vendors/suppliers with payment history

Company	Contact	Phone	Email Address