

A G R E E M E N T

THIS CONTRACT, entered into between LOOMIS ARMORED CAR SERVICE, INC., a Nevada Corporation qualified to do business in the State of Oregon, hereinafter called "Contractor", and the CITY OF PORTLAND, a municipal corporation of the State of Oregon, by and through its Mayor and Auditor, hereinafter called "City".

W I T N E S S E T H

For and in consideration of Thrity Six cents (36¢) per each coin-door opening for regular scheduled collections and the sum of Twenty and no/100 Dollars (\$20.00) per each collector per hour and Ten and no/100 (\$10.00) Dollars per hour, per truck, and equipment for special collections to be paid by City to Contractor for parking meter collections, accounting and depositing services to be performed by Contractor on behalf of City during a one-year period from July 1, 1980 through June 30, 1981, the parties hereto agree and covenant as follows:

1. Contractor agrees to perform the following services:

- a. Open and collect the contents of each parking meter within the City of Portland, Oregon, parking meter district as described by Section 16.36.030 (1) of the Municipal Code of the City of Portland, Oregon, in accordance with a schedule to be designated by the City of Portland Traffic Engineer, which shall divide such districts into separate key districts and which shall designate the key district or districts in which collections are to be made on each regular working day of the Contractor. When so ordered by Traffic Engineer of the City, Contractor shall make any additional collections as the Traffic Engineer may deem necessary from certain specified meters, furnishing collectors at a three hour minimum rate of Twenty and no/100 Dollars (\$20.00) each collector per hour and Ten and no/100 (\$10.00) per hour, per truck, and equipment for such special collections. Interstate Commerce Commission (ICC) suggested surcharges for gasoline expense increases will be waived with regard to this contract.
- b. Scan, count and bag all U.S. and Canadian coins and deliver them in sealed bank deposit form to the depository designated by the City Treasurer, no later than the second work day following the day of collection and package all other coins, slugs, etc. separately and deliver them to the City Treasurer.
- c. Make out deposit slips for each day's collection, one to be forwarded to the Office of the City Treasurer,

one to be forwarded to the Office of the City Traffic Engineer, and two deposit slips to accompany the deposit to the designated depository, one of which is to be authenticated by the depository and delivered by the depository to the City Treasurer.

All deposit slips shall include the actual date collected by the Contractor hereunder and the key districts of collection designated by district coded designation.

2. Except as herein provided, Contractor hereby guarantees to deliver to the depository designated by the City Treasurer the full amount collected from the meters. Contractor's collection responsibility shall attach when meters are opened by Contractor's employees and shall terminate when the total proceeds are delivered to the depository. Contractor's security responsibilities include the custody of the assigned parking meter vault keys at all times and any unlawful use of such keys by officers or employees of the Contractor. Contractor may be requested by the City Traffic Engineer or his designee to issue certain meter vault keys, meter vault change-lock keys to specific city employees and responsibility for the custody and use of any such issued keys would be borne by the City.

3. During collection of contents of the meters, Contractor agrees to keep a record of all meters found to need attention for the following reasons:

Missing (total or partial)
 Vandalized or tampered with
 Out of Order
 Excess internal coin spillage
 Poor functioning locks, doors, can, etc.
 Loose, wobbly or bent pipe, or
 in any other way appearing unusual or in
 need of attention.

Contractor agrees to make a verbal report of said record before noon each day or as soon thereafter as daily collections are completed.

4. City will promptly report to Contractor both orally and in writing, any failure to perform on the part of Contractor, not otherwise excused by the terms of this contract. Upon oral notice Contractor shall supply the personnel to perform as required by contract or shall inform the City that the City should perform the Contractor's contract requirements and Contractor will reimburse the City for its costs. If Contractor desires City to perform its contract requirements, Contractor will support such statement with a writing to that effect. Payment will be made upon Contractor receiving an itemized list of costs from City. Costs shall be limited to actual labor, equipment and supplies.

If, within a day of notice, Contractor fails to correct its performance and the City performs the service, City may deduct its costs from the amount otherwise due to Contractor on a monthly basis.

5. The City will furnish to Contractor meter vault keys sufficient in number to enable Contractor to perform efficiently the contract, and when said keys are not being used in regular collection activities, they shall be locked up in the Contractor's vault. All such meter vault keys, when removed from the Loomis vault and when not securely stored temporarily inside the armored car of Contractor shall be securely fastened by means of the eye bolt on the key shank to a chain or other suitable fastening to the collector's person to prevent accidental loss. Contractor's personnel employed in service under this agreement shall be first investigated and approved by the Bureau of Police of the City.

6. At any time meter collections are being processed by the Contractor, the City Traffic Engineer, or his properly identified representative, shall have the right to inspect and audit the Contractor's operations and receipts, including security and counting procedures.

7. Contractor shall furnish and maintain, at its expense, special collection heads needed to empty the coin containers which are located inside the meter housing.

8. Contractor shall furnish the City with a locked collection container and receive and empty contents of this container at the request of the City. This container shall be used by the City to empty contents of meter when servicing requires removal of the contents.

9. Contractor's liability for each day's collections shall not exceed Fifteen Thousand Dollars (\$15,000.00). Contractor shall carry insurance with a responsible insurance company protecting the City of Portland from all loss or damage to said property from any cause, except as herein noted, while being transported in armored cars of Contractor and while being delivered by Contractor's employees to and from its armored cars, and all other times while in the Contractor's custody, and shall keep said insurance in force during the period of this contract. Contractor shall furnish a certificate of insurance, approved by the City Attorney as to form, showing coverage in an amount of not less than Fifteen Thousand Dollars (\$15,000.00) for any of one day's collections.

10. Contractor agrees to hold the City of Portland, its officers and employees free and harmless and agrees to indemnify the City for any claims for damage to property or injury to person which may be occasioned by any work and/or construction and/or services

furnished or carried on under the terms of this agreement, and Contractor agrees to maintain such public liability and property damage insurance as will protect Contractor from all claims for damage to property or personal injury, including death, which may arise from operations pursuant to this contract. Such insurance shall provide coverage for not less than \$100,000.00 for bodily injury for each person, \$300,000.00 for each occurrence, or in lieu of the above described coverages, a single limit coverage of not less than \$500,000.00 covering any number of claims arising out of any single occurrence. Such insurance shall be without name as additional insureds the City of Portland, its officers and employees and shall further provide that said policy shall not terminate or be cancelled before completion of this contract without thirty (30) days prior notice, in writing, to the Auditor of the City of Portland and shall be subject to approval by the City Attorney as to form and coverage. Contractor agrees to indemnify City for any and all damage, if any, to City owned parking meters or any other City owned property caused by Contractor's performance or nonperformance of this contract or caused by Contractor's employees while engaged in performing the services enumerated in Paragraph 1 of this agreement.

11. Contractor agrees to furnish at all times expeditious and efficient service, provided, however, Contractor shall not be liable for nonperformance or delay, not caused by its fault or neglect, or in case the nonperformance or delay is caused by strikes, riots, war, insurrection, acts of God or the public enemy, or means beyond the control, but Contractor agrees to be responsible and liable for any loss of property which it receives in accordance with this contract EXCEPT Contractor shall not be liable for the loss or damage caused by or resulting from the following:

- a. Hostile or warlike action in times of peace or war, including action hindering, combating, or defending against an actual, impending or expected attack (1) by any government or sovereign power, de jure or de facto, or (2) by any authority maintaining or using military, naval or air force, or (3) by any agent of such government, power, authority or forces.
- b. Any weapon or war employing atomic fission or radioactive force, whether in time of peace or war.
- c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such occurrence, seizure or destruction by order of contraband or illegal transportation or trade.
- d. Nuclear reaction or nuclear radiation or radioactive contaminations, all 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 perils against which Contractor assumes liability in this contract; however, subject to the foregoing and all provisions of this contract, all responsibility for direct loss by fire resulting from nuclear reaction or nuclear radioactive contamination is assumed by Contractor.

12. The City reserves the right to collect with its own personnel, any meter or any number of meters, at any particular time, upon twelve (12) hours prior notice to the Contractor, using the collection heads, tanks and carts owned by the Contractor, provided, however, the Contractor will receive the same financial consideration as if he had collected these meters under the provisions of this contract. Collections by City personnel because of nonperformance or delay by Contractor, as provided in paragraph 11, shall not be considered an exercise of the right reserved by City under this paragraph 12. In the event this contract shall be terminated for any reasons, the provisions of this paragraph (12) shall not apply in determining Contractor's damages if any from such terminations.

13. Contractor hereby agrees to save City free from loss or damage that may result from the wrongful or unauthorized use of any patented article or process hereunder.

14. Notwithstanding anything to the contrary herein contained, Contractor hereby agrees that all statutory, charter and ordinance provisions that are applicable to this contract shall be followed.

15. For the faithful and punctual performance of this contract, Contractor hereby agrees to furnish to City a good and sufficient bond in the penal sum of Fifteen Thousand Dollars (\$15,000.00) to be approved by the Mayor of the City of Portland, conditioned that said Contractor shall faithfully and punctually comply with all of the provisions of this contract and will save City free from all loss or damage that may result from Contractor's failure so to do; that Contractor shall fully secure and pay the just claims of all persons, if any there be, furnishing labor or material under this contract, and further conditioned that Contractor shall fully comply with all of the provisions of the charter and ordinances of the City of Portland and the laws of the State of Oregon relating to public contracts insofar as the same are applicable to this contract. Said performance bond shall further provide that no termination or cancellation of said bond shall relieve the Surety from his or its obligation for the performance by the Contractor herein as Principal of any and/or provisions relating thereto, as to work performed, services rendered, or materials or equipment delivered prior to the termination or cancellation.

16. City hereby agrees to pay Contractor once each month for services performed in the preceding month the sum of \$6,000.00

for all months except June, 1981. The payment for June, 1981 shall be made upon receipt from Contractor of a statement showing the number of coin doors from which collections were made during the month of June, 1981, and the preceding eleven (11) months, and shall be for the total number of coin doors collected during the twelve month period less the amounts paid during the preceding eleven (11) months. In the event of overpayment by the City, Contractor agrees to make reimbursement to City. Payment for special collections should be made each month upon receipt of statement from Contractor showing special collections made during the preceding month.

17. Both parties agree that if, during the term of this contract, the number of meters or volume of on-street parking is materially changed due to official action of any governmental agency or officer, either party may request renegotiation of this contract upon thirty-day advance written notice stating the reasons why renegotiation is requested.

18. This contract shall be in force and effect for the period of one year commencing July 1, 1980, continuing through June 30, 1981.

IN WITNESS WHEREOF, Contractor has caused this contract to be executed in triplicate by a duly authorized representative, and City has caused the same to be executed in triplicate by its Mayor and Auditor pursuant to Ordinance No.

(Affix Corporate Seal)

LOOMIS ARMORED CAR SERVICE, INC.

By _____

(Title)

(Date)

(Mayor)

(Date)

Approved as to form:

(City Attorney)

(Auditor)

(Date)

(Date)

ORDINANCE No. 149854

An Ordinance authorizing the Mayor and Auditor to execute a personal service contract with Loomis Armored Car Service, Inc. relating to parking meter collections for fiscal year 1980-81, authorizing the drawing and delivering of warrants and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That the Traffic Engineer has negotiated terms for a new contract providing for a fair and equitable cost to the City.
2. The execution of the contract by the Mayor and Auditor should be authorized.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor hereby are authorized to execute a personal service contract with Loomis Armored Car Service, Inc. for parking meter collections during the period from July 1, 1980 through June 30, 1981, said contract to conform substantially to the form of contract attached to the original only of this Ordinance, marked Exhibit A and by this reference made a part hereof.

Section 2. The Mayor and Auditor are hereby authorized to draw and deliver warrants in accordance with the terms of the contract and chargeable to professional services within the Bureau of Traffic Engineering

Section 3. The Council declares that an emergency exists because the agreement is needed immediately so that there may be no service interruption or administrative delay; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUN 26 1980

Mayor Connie McCready
Bob Davis:as
June 18, 1980


Auditor of the City of Portland

Calendar No. 2239

ORDINANCE No. 149854

Title

An Ordinance authorizing the Mayor and Auditor to execute a personal service contract with Loomis Armored Car Services, Inc., relating to parking meter collections for fiscal year 1980-81, authorizing the drawing and delivering of warrants and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan	1	
Lindberg	1	
Schwab	1	
McCready	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
McCready	
Schwab	
Goldschmidt	

INTRODUCED BY
<i>Mayor McCready</i>

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>McC</i>
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Traffic Engineering
Prepared By: Robert P. Davis Date: 6/18/80
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>D.E. Bergstrom</i> D.E. Bergstrom

NOTED BY
City Attorney
City Auditor <i>[Signature]</i>
City Engineer

Filed **JUN 19 1980**

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND
George Yerovich
Deputy