

**Agreement to Supply: ARMORED CAR SERVICES**

This agreement, made and entered into this the 1 day of July, 2009, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and Contractor:

Name: Brink's, Incorporated

Address: 5575 NW 87 Avenue City: Miami State: FL Zip: 33178

A Corporation  A Partnership  An Individual  Other: \_\_\_\_\_

authorized to do business in the State of Florida, hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did issue a Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of three years, with three one-year contract extension options, and the Contractor submitted a proposal that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: May 19, 2009, Pur-06, CAR 09-0623

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide to the City armored car services during the period beginning 07/01/09 and ending 06/30/12 for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. This contract form G-110, the Request for Proposal containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of RFP Number **195-10237**, including the City's Answers to Questions submitted via BidSync, and the Contractor's proposal in response to the RFP, form a part of this contract and by reference are incorporated herein.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
- 2) The City's RFP and all addenda thereto, including the City's Answers to Questions submitted via BidSync
- 3) Contractor's proposal in response to the City's RFP

c. **Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation:** The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt:** State Sales (85-8013875578C-1) and Federal Excise (59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. **Invoicing:** Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

All prices set forth in the Extension columns of the Contractor's Cost Proposal in response to the RFP are deleted.

3. **Contract Summary:**

a. Attachments:

**Brink's, Incorporated's response to the RFP and a copy of the RFP document.**

b. Payment Terms: Per RFP

c. Delivery: Per RFP

d. Insurance: Yes  No

e. Performance Bond/Letter of Credit: Yes  No

f. Procurement Specialist's initials: MW

4. **Contractor's Phone Numbers:** Office: 305-459-5707

Fax: 305-477-2173

5. **Contractor Contact:** Michael Foreman

6. **Contractor's E-Mail Address:** michael.foreman@brinksinc.com

Website: www.brinksinc.com

**City of Fort Lauderdale**

By: [Signature]  
Director of Procurement Services (City Manager's Designee)

Date: 7/9/09

Approved as to form:

[Signature]  
Senior Assistant City Attorney

**Contractor/Vendor**

Brink's Inc.

Name of Company Officer (please type or print)

By: [Signature]  
Authorized Officer's Signature

Title: Branch Manager Miami Branch

Date: 06/29/09



RITA BATISTA ARGOLO  
Secretary (please type or print)

Attest: [Signature]  
Signature of Secretary



**PART I - PROPOSAL PAGES - COST PROPOSAL**

RFP #  
Description 4

198-10237  
**ARMORED CAR SERVICES**

Total Delivery Costs to these Delivery Locations

At this time, all deposits and deliveries are currently made to and from Wachovia Bank Money Center, 1801 NW 79th Avenue, Miami, FL 33128. Deposits and Deliveries could also be made to Wachovia West Palm Beach Money Center, and the City wants to know if pricing would be the same, for this location.

Wachovia Miami Money Center 1801 NW 79th Avenue Miami, FL 33128	Wach. West Palm Beach Money Center 1315 53rd Street West Palm Beach, FL 33407
Next Day Banking Service	Next Day Banking Service

BRINK'S INCORPORATED

#	Item Description - Basic Svcs - Pickup Locations	Est.Qty.	U/M	Unit Price	Extension	Unit Price	Extension
1a	Performing Arts Center Garage (September - April pickups)	8	Flat Monthly Rate	\$440.00 p/month	468.00 p/month	\$440.0 p/month	468.00 p/month
1b	Performing Arts Center Garage (May - August pickups)	4	Flat Monthly Rate	\$330.00 p/month	\$351.00 p/month	\$330.00 p/month	\$351.00 p/month
2,3	City Hall Treasury & Drive-Thru Window (both pickups combined)	12	Flat Monthly Rate	\$594.00 p/month	\$633.00 p/month	\$594.00 p/month	\$633.00 p/month
4a	Parking Administration	12	Flat Monthly Rate	\$440.00 p/month	468.00 p/month	\$440.00 p/month	468.00 p/month
5	Marine Facilities	12	Flat Monthly Rate	\$330.00 p/month	\$351.00 p/month	\$330.00 p/month	\$351.00 p/month
6	Building Services Center	12	Flat Monthly Rate	\$330.00 p/month	\$351.00 p/month	\$330.00 p/month	\$351.00 p/month
7	Parks and Recreation Administration Office	12	Flat Monthly Rate	\$374.00 p/month	\$398.00 p/month	\$374.00 p/month	\$398.00 p/month
	Change Pickup & Delivery to City Hall	104	Per Pickup	No Charge	No Charge	No Charge	No Charge
	Change Pickup & Delivery to Building Services Center	104	Per Pickup	No Charge	No Charge	No Charge	No Charge
	Change Pickup & Delivery to Parking Administration	104	Per Pickup	No Charge	No Charge	No Charge	No Charge
<b>Total for Basic Services Only</b>							

#	Item Description - Basic Services - Specially Priced - Pickup of Currency Bags, Coin Canisters and Canvis Coin Bags from Parking Admin.	Qty.	U/M	Unit Price	Extension	Unit Price	Extension
4	Pickup of Currency Bags from Parking Admin.	5200	Per Bag	\$1.00 after 5 bags			
4	Pickup of Sealed Coin Bag from Parking Admin.	6500	Per Bag	\$1.00 after 5 bags			
4	Pickup and transport of Coin Canisters from Parking Admin.	40	Per Canister	\$1.00 after 5 bags			
<b>Total P/U of Currency Bags, Coin Canisters &amp; Canvis Coin Bags from Parking Admin.</b>							

A fee of \$1.00 per item is assessed when the numbers of items or containers exceed 5 items per shipment

#	Item Description - Optional Svcs - Pickup Locations	Qty.	U/M	Unit Price	Extension	Unit Price	Extension
8	War Memorial Auditorium	12	Flat Monthly Rate	\$45.00 p/trip	\$50.00 p/trip	\$45.00 p/trip	\$50.00 p/trip
9	Fort Lauderdale Aquatic Complex	12	Flat Monthly Rate	\$45.00 p/trip	\$50.00 p/trip	\$45.00 p/trip	\$50.00 p/trip

**Total Optional Services - Pickup Locations**

Supplies:	Qty	U/M	Unit Price/Bx.	Extension
10 Sealable Deposit Bags	4 Bx	Per 100	\$41.00 Currency Bags (100 units) \$140.00 Coin Bags (200 units)	

11 Please indicate minimum advance notice required for additional service requests or On - Call Services in hrs.

Hrs. 24



Brink's U.S.  
A Division of Brink's, Incorporated  
Miami, FL 33178-1704 U.S.A.  
Tel: (305) 477-0007  
Fax: (305) 499-9264

March 31, 2009

A Subsidiary of The Brink's Company

City of Fort Lauderdale  
Procurement Services Department  
Attn. Michael Walker  
100 North Andrews Avenue, Room #619  
Fort Lauderdale, Florida 33301

CONTRACT  
COPY

**RE: Invitation to Bid No. 195-10237 – Contract for Armored Car Services**  
**Opening Date: April 2, 2009**  
**Proposal by: Brink's U.S., a Division of Brink's, Incorporated ("Brink's")**

Dear Mr. Walker:

Thank you for providing Brink's with the opportunity to propose pricing for the City of Fort Lauderdale to provide armored car services as outlined in your Invitation to Bid, ITB No. 195-10237.

This is to confirm that if awarded the above referenced Bid, Brink's stands ready, willing and able to perform the work.

We believe that we are extremely well positioned to meet and exceed your expectations. Brink's is committed to innovation in all aspects of what we do. We continuously strive to achieve operational excellence and provide our customers with the most expansive services offerings. Simply put, we are dedicated to providing world-class services.

We look forward further discussing our response to this ITB. If you have any questions or concerns, please call me at (305) 459-5707.

Sincerely,

Michael Foreman  
Brink's Miami Branch Manager

Pages Included:

- 1)- Bid/Proposal Signature page
- 2)- Part I – Proposal Page – Cost Proposal
- 3)- Non-Collusion Statement
- 4)- Reference List
- 5)- Insurance Certificates

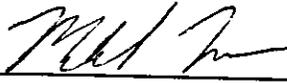
ORIGINAL  
BID



**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted by hard copy at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by:  3/31/09  
(Authorized Signature to bind company) (date)

Name (printed) Michael Foreman Title: Branch Manager

Company: (Legal Registration) Brink's Incorporated

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).**

Address: 5575 NW 87 Avenue

City Miami State: Florida Zip 33178

Telephone No. 305-459-5707 FAX No. 305-477-2173

E-MAIL: michael.foreman@brinksinc.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.03): 30 Days Total Bid Discount (section 1.04): N/A

Does your firm qualify for MBE or WBE status (section 1.08): MBE \_\_\_\_\_ WBE \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
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**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.**

Variations:  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL PAGES**  
**NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

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In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

## REFERENCE LIST – GOVERNMENT

- 1- City of Miami Beach – Rocio Rodriguez (305) 673-7000 x 6747  
1130 Washington Avenue, Miami Beach, FL 33139  
Effective Date: 07/01/03
  
- 2- City of Sunrise – Alicia Shand (954) 572-2274  
4747 Nob Hill Road, Suite #6, Sunrise, FL 33351  
Effective Date: 11/01/99
  
- 3- Miami-Dade County Public Schools – Phillip Ford (305) 995-2361  
1450 NE 2<sup>nd</sup> Avenue, Miami, FL 33132  
Effective Date: 04/01/01
  
- 4- U.S. Bankruptcy Court – Gregory Kalof (954) 714-1840  
8175 NW 12<sup>th</sup> Street, Miami, FL 33122  
Effective Date: 09/01/07
  
- 5- U.S. District Court – Jan Higley (305) 523-5645  
300 NE First Avenue, Room #115, Miami, FL 33132  
Effective Date: 05/01/06
  
- 6- City of Hallandale Beach - Joseline Hollis (954) 457-1363  
400 South Federal Hwy., Hallandale, FL 33315  
Effective Date: 08/01/03
  
- 7- City of Homestead – Debbie Moore (305) 224-4400  
790 North Homestead Avenue, Homestead, FL 33030  
Effective Date: 01/01/07
  
- 8- City of North Miami Beach – Patrick Kusek (305) 948-2996  
17011 NE 19 Avenue, North Miami, FL 33162  
Effective Date: 11/01/90
  
- 10-City of Coconut Creek – Mihal Shah (954) 973-6730  
4800 West Copans Road, Weston, FL 33063  
Effective Date: 05/01/08



**Protective Insurance Company**  
1099 North Meridian Street  
Indianapolis, Indiana 46204  
(317) 636-9800 Ext. 254

Date issued: 12/12/08

SEQ# 00007287  
00010992-002

### CERTIFICATE OF INSURANCE

**This certificate issued to:**

CITY OF FORT LAUDERDALE - CITY HALL  
Attention: PURCHASING DIVISION  
100 N. ANDREWS AVE., 6TH FLOOR, ROOM 619  
FT. LAUDERDALE, FL 33301

**Certifies placement of insurance coverage for the account of**

BRINK'S INCORPORATED  
AND ALL SUBSIDIARIES  
555 DIVIDEND DRIVE, SUITE 100  
COPPELL, TX 75019

**With the following insurers, individually and not jointly, providing insurance as listed:**

Protective Insurance Company      Policies: X001694

**For the following coverages:**

Automobile Liability  
General Liability including Personal Injury and Property Damage

**For Limits of** \$2,000,000 CSL per occurrence/\$4,000,000 General Liability Aggregate

**Effective:** January 01 , 2009

**Expiration:** January 01 , 2010

**COVERAGE DESCRIPTION:** General Liability includes comprehensive form, premises/operations, products/completed operations, contractual, independent contractors, and broad form property damage.

**COVERAGE DESCRIPTION:** Automobile Liability includes any auto (owned, hired, and non-owned).

CITY OF FORT LAUDERDALE - CITY HALL is included as an additional insured for auto and general liability coverage solely to the extent that liability is expressly assumed under the indemnity provision of the contract between BRINK'S INCORPORATED and CITY OF FORT LAUDERDALE - CITY HALL.

In the event of policy cancellation or material change, every reasonable effort will be made to advise the certificate holder named hereon, at the address indicated, of such cancellation or material change within 30 (Thirty) days thereof.

Signed at Indianapolis, Indiana this **12th** day of **December , 2008**

**THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER COVERAGE AFFORDED BY THE POLICY LISTED HEREIN.**

BY:

\_\_\_\_\_

**Certificate of Insurance**

THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION. ONLY AND CONFERS NO RIGHT UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

THIS CERTIFICATE VOIDS AND SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES TO HOLDER NAMED BELOW.

**This is to Certify that**

**BRINK'S, INC.**

555 DIVIDEND DRIVE, SUITE 100  
COPPELL

TX 75019

NAME AND  
ADDRESS  
OF INSURED



**Liberty Mutual**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
				EMPLOYERS LIABILITY
<b>WORKERS COMPENSATION</b>	1/1/2010	WA7-61D-004177-149 WC7-611-004177-019	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, IL, IN, IA, ID, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, NV, NJ, NM, NY, NC, OK, OR, PA, RI, SC, TN, TX, UT, VA, VT, WI	Bodily Injury by Accident <b>\$1,000,000</b> Each Accident Bodily Injury By Disease <b>\$1,000,000</b> Policy Limit Bodily Injury By Disease <b>\$1,000,000</b> Each Person
<b>GENERAL LIABILITY</b> <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE  RETRO DATE <input type="text"/>			General Aggregate—Other than Products / Completed Operations	
			Products / Completed Operations Aggregate	
			Bodily Injury and Property Damage Liability Per Occurrence	
			Personal Injury Per Person / Organization	
			Other	Other
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED			Each Accident—Single Limit B.I. And P.D. Combined	
			Each Person	
			Each Accident or Occurrence	
			Each Accident or Occurrence	
<b>OTHER</b>				
<b>ADDITIONAL COMMENTS</b>				
All operations of the insured and all of its wholly owned subsidiaries				

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.  
**SPECIAL NOTICE-OHIO:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS:** IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.

**NOTICE OF CANCELLATION:** (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)  
 BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual Insurance Group**

Certificate Holder  
 City of Fort Lauderdale  
 Purchasing Division  
 Attn: Stephanie  
 100 North Andrews Ave., Room 619  
 Ft. Lauderdale FL 33301

*Denise Fenn*  
 Denise Fenn  
 AUTHORIZED REPRESENTATIVE  
 Wallingford 0163  
 Liberty Plaza, 101 Barnes Rd.  
 Wallingford CT 06492 203-697-1145 3/18/2009  
 OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies

NM 772

Ref : D0-09-557

The Willis Building  
51 Lime Street  
London, EC3M 7DQ.  
Website: www.willis.com

## POLICY NUMBER GPYA407NA/USA et al

This Certificate gives information as to the insurance of below-mentioned policies and sets forth certain features of the coverage as stated in said policies as they stand as of the date of issue hereof. This Certificate confers no rights on the holder(s). Said policies which contain the full provisions of the contract and insurance granted thereby are subject to endorsement, alteration, transfer, assignment and cancellation without notice to the holder(s) of this Certificate.

This is to certify that Underwriters at LLOYD's London and certain Insurance Companies under Policy Numbers GPYA407NA/USA et al expiring 31st December 2009 issued to Brink's Incorporated and/or Brink's Canada Limited and/or Brink's Puerto Rico, Inc. and/or related companies;

Covering anywhere within or between the United States, Canada and transits to or from Puerto Rico;

For an amount of Two Million U.S. Dollars [USD 2,000,000] of property on board any one conveyance and in any one place at any one time, but not exceeding Two Million U.S. Dollars [USD 2,000,000] in any one occurrence;

Covering the liability assumed by the Assured, including any act or omission of any employee of the Assured or of any person or persons acting in the capacity of an employee of the Assured with the Assured's consent, for physical loss or damage, from any cause whatsoever, to property of customers, consisting of Gold, Silver, Platinum, Palladium and other precious metals; copper and/or copper powder, indium, germanium and nickel; Coin and paper money, including Bank notes, signed or unsigned; Travellers' Cheques; Tokens and License plates; Licenses; Jewelry and Precious stones; Postage and revenue stamps; Ration coupons, defense, food and trading stamps; Postal, express and other money orders; Bonds, coupons, stock certificates and other securities; Certificates of deposit, checks, drafts, notes, bills of lading, warehouse receipts and all other commercial papers; stamp collections; electronic components, computer chips, data tapes, credits cards, holograms, image intensifiers; mobile telephones; gaming consoles, MP 3's, MP 4's; documents and other valuables.

Excluding loss or damage caused by or resulting from:

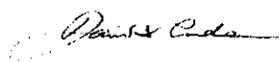
- (1) War, hostile or warlike action in the time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;
  - (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
  - (b) by military, naval or air forces, or
  - (c) by an agent of any such government, power, authority or forces.
- (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, or confiscation by order of any government or public authority.
- (3) In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
- (4) Breakage of statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles, unless caused by fire, lightning, theft and/or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious damage or collision or overturn of conveyance. This exclusion does not however, apply to computer components and/or image intensifiers.

This insurance is also subject to the attached Terrorism Exclusion Clause NMA 2920 and Termination of Transit Clause.

**WILLIS LIMITED**

**CERTIFICATE ISSUED TO : CITY OF FORT LAUDERDALE**

**ADDRESS: 100 NORTH ANDREWS AVENUE, RM 619  
FORT LAUDERDALE, FL, 33301  
USA**

  
**EXECUTIVE DIRECTOR  
DATE : 3/18/2009**

## TERRORISM EXCLUSION ENDORSEMENT (in respect of static risks)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01  
NMA2920

## TERMINATION OF TRANSIT CLAUSE (TERRORISM) (in respect of transit risks)

**This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.**

1 Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by :

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious motive,

such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

**either**

1.1 as per the transit clauses contained within the contract of insurance,

**or**

1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,

**or**

1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overseaside of the subject-matter insured from the oversea vessel at the final port of discharge,

1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

**whichever shall first occur.**

- 2 If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

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