RESOLUTION APPROVING AGREEMENT WITH CASH BOX SYSTEMS FOR
LANDFILL SCALE HOUSE ATM SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into an agreement for ATM services with Cash Box Systems as outlined in the attached; and,

WHEREAS, entering into the agreement for ATM services with Cash Box Systems is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with Cash Box Systems, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the agreement with Cash Box Systems, a copy of which is attached, and any other related documents, the same being approved by the Board.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10th day of July 2018.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Landfill ATM Agreement

From time to time customers come to the landfill scale house with insufficient funds to pay for their loads. The nearest ATM is in Springfield. Landfill staff requested an ATM be placed at the scale house to alleviate turning haulers away to drive to Springfield and return with sufficient funds.

At the recommendation from our current ATM provider, County staff requested ATM services from Cash Box Systems to meet the needs of the landfill scale house. The attached agreement will provide the similar arrangement as the jail Police Federal Credit Union ATM and courthouse SAC Federal Credit Union ATMs, which is a fee paid to Sarpy County of $.50 per foreign transactions. Cash Box Systems standard user fee is $3.00 per transaction.

If you have any questions, please contact me at bgarber@sarpy.com.

July 2, 2018

Beth Garber

cc: Deb Houghtaling
    Dan Hoins
    Scott Bovick
    Brian Hanson
    Dan Williamson
This ATM Agreement is entered between Cash Box Systems, and Sarpy County (hereinafter “Location”). This Agreement is deemed accepted by CASH BOX SYSTEMS on the date an ATM terminal identification number is issued by CASH BOX SYSTEMS ("Effective Date").

1. ATM Services. This agreement is for placement of CASH BOX SYSTEMS automated teller machine ("ATM") at business location(s) identified herein below, and includes ATM equipment and all transaction processing services rights. Location agrees to place the ATM at a secure location in Lessor’s place(s) of business, and agrees that the ATM may not be moved without prior written notification to CASH BOX SYSTEMS.

(a) Location shall make available to CASH BOX SYSTEMS so much of the space within each Location as is necessary to enable customers to have access to the Equipment and for maintenance and servicing.

(b) CASH BOX SYSTEMS may install ATMs in the Location as soon as practical after agreement execution. CASH BOX SYSTEMS will operate and maintain the ATM during this term.

(c) During this agreement, Location grants to CASH BOX SYSTEMS and third-party servicing agents, reasonable access to the ATM, signage and/or related CASH BOX SYSTEMS property within its facilities during hours of operation for purposes of servicing or removal of such property.

2. ATM Operational Requirements. CASH BOX SYSTEMS shall adequately display on the ATM all program symbols, service marks, and names that inform the public of qualifying cards and networks. Location understands that its right to use and display such symbols, marks, and names will continue only so long as this agreement is in effect and for such period as CASH BOX SYSTEMS has the authority to use or display those symbols, marks, and names.

(a) CASH BOX SYSTEMS shall supply paper for transaction receipts at no charge.

(b) Location shall maintain the space surrounding the ATM in a safe, neat and orderly condition.

(c) Location shall provide heat and air conditioning for the space the ATM is located at a level consistent with other portions of the Location.

(d) Location shall be responsible for electrical services for the ATM by providing a dedicated 110-volt line to each ATM.

(e) CASH BOX SYSTEMS either itself or through an arrangement with a third-party cash loading service shall provide all cash services, paper loading, and maintenance for each piece of Equipment. CASH BOX SYSTEMS shall use commercially reasonable efforts keep a sufficient amount of cash in the ATM to meet expected customer requirements which may vary from time to time.

(f) CASH BOX SYSTEMS will supply all physical service to the Equipment.

(g) CASH BOX SYSTEMS and all automated teller machine (ATM) manufacturers specify and require that ATMs be bolted to the floor surface during installation. This equipment could be tipped-over and cause bodily injury to customers or servicing persons or property damage including damage to the delicate electronic components of the ATM. Furthermore, failure to bolt-down the ATM makes the ATM a more attractive target for theft and therefore a higher security risk for loss of the ATM and ATM working funds. Location grants CASH BOX SYSTEMS permission to bolt the ATM to the floor during this installation. CASH BOX SYSTEMS shall be liable for any damage to the floor surface or carpet from installation of the bolts and CASH BOX SYSTEMS shall be responsible for restoring or repairing such surfaces upon removal of the ATM to its original condition, ordinary wear and tear excepted. Location shall not move, remove, disconnect or tamper with CASH BOX SYSTEMS Equipment (except as otherwise provided herein for cash replenishment or paper supply), nor shall Location authorize any third party to move, remove, disconnect or tamper with CASH BOX SYSTEMS’ s Equipment for any reason or in any way whatsoever. Location further agrees that it will not permit any other ATM(s), or separate/independent cash back devices to be made available to persons on the premises or for use on the premises whether said equipment is owned or operated by Location or a third party.

(h) CASH BOX SYSTEMS shall bear the risk of damage to the destruction of the ATM and of loss or theft from the ATM, provided, however that Location shall be responsible for damage or destruction caused by the negligence or misconduct of Location, its employees or agents. Each party shall indemnify, defend and hold each other harmless from and against any liabilities, damages, costs or expenses arising out of damage or injury to any person cause by the other, its agents, employees or contractors.

3. Relocation of ATM. In the event location transfers or moves its business, Location shall notify CASH BOX SYSTEMS not less than thirty (30) days prior to any such event.

4. MONTHLY TRANSACTION FEES. The ATM(s) shall be set to charge a surcharge for each authorized cash withdrawal.
5. The ATM cash working funds; the ATM; and related signage is now, shall be and always remain personal property of CASH BOX SYSTEMS notwithstanding its placement at Location. Location hereby waives any claim, right, title or interest to the working funds in the ATM.

6. Term. The initial term of this agreement shall begin as of the date this Lease is entered and shall continue for a period of month-to-month following the Effective Date.

7. CASH BOX SYSTEMS agrees to pay Sarpy County a fee of $.50 per foreign transaction. The $.50 foreign transaction fee shall be paid monthly based on the number of transactions for the previous month and shall be paid by the 15th of the next month.

8. Termination. The agreement may be terminated by either party given thirty (30) days written notice to the other party.

9. CASH BOX SYSTEMS agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. CASH BOX SYSTEMS is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

10. This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Consultant hereto that if any part, term, condition, or provision of this Proposal is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

11. Each contractor who performs construction or delivery service pursuant to the contract hereby attests that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a Federal I-9 Immigration Form and has such form on file for each employee performing services, (3) such contractor has complied with Nebraska State Statute 4-114, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the State of Nebraska or any political subdivision pursuant to Nebraska State Statute 48-2907 or 48-2912. Contractor shall follow the provisions of the Employee Classification Act. A violation of the act by such contractor is grounds for rescission of the contract by the County.
I AGREE TO THE TERMS OF THIS ATM AGREEMENT (REVISION DATED 01/01/13), AND I CERTIFY THAT I HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND I HAVE MADE NO MODIFICATIONS TO THE PRE-PRINTED TEXT ON ANY OF THE PAGES.

Location: __________________________
Signature: ________________________
Printed Name: Donald R. Kelly
Title: Chairman, Sarpy County Board
Date: 7/10/18
E-mail: clerk@sarpy.com

Cash Box Systems
Signature: ________________________
Printed Name: SAM SALCO
Title: OWNER
Date: 6/23/18

Approved as to Form:

Deputy County Attorney