COTTONWOOD HEIGHTS

RESOLUTION NO. 2015-47

A RESOLUTION APPROVING AN "ATM PLACEMENT AGREEMENT" WITH CAMBRIA FINANCIAL GROUP LLC FOR 2015 BUTLERVILLE DAYS

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 14 July 2015 to consider, among other things, approving and ratifying an "ATM Placement Agreement" (the "*Agreement*") with Cambria Financial Group LLC ("*Provider*") whereunder the City would authorize Provider to place and operate one or more automated teller machines at the City's 2015 "Butlerville Days" community celebration on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Provider is hereby approved and ratified, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2015-47, shall take effect immediately upon passage.

PASSED AND APPROVED this 14th day of July 2015.

ATTEST: **COTTONWOOD HEIGHTS CITY COUNCIL**

By: _____ By _____
Kory Solorio, Recorder **Kelvyn H. Cullimore, Jr.**, Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ✓	Nay ___
Michael L. Shelton Absent	Yea ___	Nay ___
J. Scott Bracken	Yea ✓	Nay ___
Michael J. Peterson	Yea ✓	Nay ___
Tee W. Tyler	Yea ✓	Nay ___

DEPOSITED in the office of the City Recorder this 14th day of July 2015.

RECORDED this 14 day of July 2015.

ATM PLACEMENT AGREEMENT

This Agreement is made and entered into effective 14 July 2015 between **Cambria Financial Group LLC, d/b/a ATM Event Co.**, a Utah limited liability company, having its principal offices at 6183 South Prairie View Drive, Suite 101, Salt Lake City, UT 84118 ("Owner"), and the city of **Cottonwood Heights** ("City"), a Utah municipality whose address is 6925 Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047, as the sponsor of a community event known as "Butlerville Days" (the "Event").

The undersigned parties agree as follows:

1. **Event Date(s). July 23-24 2015.**

2. **Event Address. Approx. 2700 East 7500 South, Cottonwood Heights, UT**.

3. **Equipment.** Owner owns automated teller machines and owns or has the right to utilize all software needed for the operation of the ATM. City agrees that Owner may install, operate, and maintain its ATM (the "Site ATM(s)") at the Event Address specified above (the "Premises"). City shall provide such space for the Site ATM(s) as is necessary to enable customers to have unobstructed access to the Site ATM(s) and for maintenance and servicing of the Site ATM(s).

4. **Availability.** City agrees that the Site ATM(s) shall at all times remain available for use by the Event's participants and vendors during the Event's hours of operation. Owner reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements. Owner may charge a fee not to exceed Three Dollars ($3.00) per transaction involving a withdrawal of less than $200 at the Site ATM(s) during the Event.

5. **American with Disabilities Act (ADA).** Owner warrants that Site ATM(s) comply with the requirements of the Americans with Disabilities Act (ADA).

6. **Placement Fees.** Owner shall pay City a total of Twenty-five Dollars ($25.00) for the right to place the Site ATM(s) at the Event.

7. **Installation.** Owner agrees to ship and install the Site ATM(s). The Site ATM(s) shall be and remain the sole property of Owner. Owner shall have the right to install appropriate signage at the Premises to advertise the availability of the Site ATM(s), provided that any such signage must be pre-approved by City.

8. **Maintenance/Repair.** Owner will arrange for necessary servicing and repair of the Site ATM(s). In the event of any Site ATM(s) failure, damage, or other problem requiring service, repair, replacement, adjustment or maintenance, City shall promptly notify Owner or a person designated by Owner when first becoming aware of such failure or problem. City will not affirmatively permit anyone, other than an authorized representative or designee of Owner, to perform any service or repair work on the Site ATM(s) without Owner's prior written approval. Owner or its representatives shall at any reasonable time and at all times during event hours have the right to enter into and upon the Premises for the purpose of inspecting, repairing, maintaining, or upgrading the Site ATM(s) and observing its use. City shall cooperate with Owner in allowing Owner to perform maintenance, service, parts replacement or repair. City shall maintain the space surrounding the Site ATM(s) in a safe, neat and orderly condition.

9. **Inventory.** Owner shall keep sufficient amounts of cash in the Site ATM(s) at all times during the Event's hours of operation. Owner is providing the cash, and all cash kept in the Site ATM(s) shall be the property of Owner.

10. **Electrical Requirements.** City shall, at its expense, provide and maintain operating

electrical power outlet(s) (110v) for each of the Site ATM(s). The electrical power outlet shall be within fifty (50) feet of the Site ATM(s) site. City shall pay for charges reasonably incurred in connection with such electric power usage necessary to operate the Site ATM(s) and related signage. Approximately 5 amps of power is required for each Site ATM.

11. **Exclusivity.** City shall not affirmatively permit the removal of the Site ATM(s) from the Premises, nor allow the placement of any other ATM(s) not owned by Owner on the Premises (including other Event vendors), nor subscribe to any other data processing service for processing Site ATM(s) transactions during the term of this Agreement, except as may be specifically approved by Owner in writing. City has, however, absolutely no duty of safekeeping of the Site ATM(s).

12. **Insurance**. Owner agrees to insure the Site ATM(s). Owner shall bear the risk of loss if any cash is stolen or if any Site ATM(s) or its contents otherwise is lost or destroyed. City has no liability for the Site ATM(s), any cash, or otherwise except as specified in this Agreement.

13. **Property Ownership or Lease Terms.** City represents and warrants that it has the permission of the owner of the Premises to occupy the Premises for the Event.

14. **Termination.** Owner may terminate this agreement at any time due to inadequate use, damage, destruction, vandalism, or misuse of the Site ATM(s). City may terminate this Agreement immediately upon written notice to Owner following Owner's default hereunder.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound thereby, has duly executed and accepted this Agreement as of the day and year first above written.

OWNER – CAMBRIA FINANCIAL GROUP

By:_____
Smith Ballstaedt, Managing Director

Phone: 801-599-8642

Email: kynelson@comcast.net

CITY – COTTONWOOD HEIGHTS

By:_____
Kelvyn H. Cullimore, Jr., Mayor

Phone: Fax: 801-944-7000
Fax:
Email: aetchel@ch.utah.gov

Operations Manager: (placing ATM's on event days)
Smith Ballstaedt
Phone: 801-599-8642

Attest:_____
Kory Solorio, Recorder