# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2016-53

### A RESOLUTION APPROVING AN "ATM PLACEMENT AGREEMENT" WITH MOUNTAIN AMERICA CREDIT UNION FOR 2016 BUTLERVILLE DAYS

**WHEREAS**, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 21 June 2016 to consider, among other things, approving and ratifying an "ATM Placement Agreement" (the "*Agreement*") with Mountain America Credit Union ("*Provider*") whereunder the City would authorize Provider to place and operate one or more automated teller machines at the City's 2016 "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. 2016-53, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 21st day of June 2016.

**ATTEST:**

By: _____
**Linda W. Dunlavy**, Recorder

**COTTONWOOD HEIGHTS CITY COUNCIL**

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

**VOTING**:

| | | |
|---|---|---|
| Kelvyn H. Cullimore, Jr. | Yea ✓ | Nay ___ |
| Michael L. Shelton | 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 21st day of June 2016.

**RECORDED** this __ day of June 2016.

# ATM Placement Agreement

**THIS AGREEMENT** (this "*Agreement*") is entered into effective 16 June 2016 between the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 ("*City*"), as the sponsor of a community event known as "Butlerville Days" (the "*Event*"), and **MOUNTAIN AMERICA CREDIT UNION**, a credit union whose address is 7181 South Campus View Drive, West Jordan, UT 84084 ("*Provider*"). City and Provider are each individually a "*party*" and collectively are the "*parties*."

The parties agree as follows:

1. **Event Date(s)**. July 22-23, 2016.

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

3. **Equipment**. Provider owns automated teller machines and owns or has the right to utilize all software needed for their proper operation. Provider shall install, operate, and maintain ___ automated teller machines (the "*ATM(s)*") at such location(s) throughout the Event as City may specify, provided that such location(s) shall provide unobstructed access to the ATM(s) for the Event's participants (including the Event's vendors) and for Provider's maintenance personnel.

4. **Availability**. The ATM(s) shall remain available for use by the Event's participants throughout the Event's hours of operation. Provider reserves the right to schedule reasonable downtime to accomplish necessary maintenance or repair. Provider may charge a fee not to exceed Three Dollars ($3.00) per transaction involving a withdrawal of less than $200 from the ATM(s) during the Event.

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

6. **Placement Fees**. Provider shall pay City a total of No and 00/100th Dollars ($0.00) for the right to place the ATM(s) at the Event. Provider shall make such payment upon full execution and delivery of this Agreement.

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

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

parts replacement or repair. City shall maintain the space surrounding the ATM(s) in a safe, neat and orderly condition.

9. **Inventory**. Provider shall keep sufficient amounts of cash in the ATM(s) at all times during the Event's hours of operation. All cash in the ATM(s) shall belong to Provider.

10. **Electrical Requirements**. Approximately 5 amps of power is required for each ATM. City shall at its expense provide an operating 110v electrical power outlet for each of the ATM(s) within 50 feet of each ATM site. City shall pay for electric power charges reasonably incurred to operate the ATM(s) and related signage during the Event.

11. **Exclusivity**. City shall not affirmatively permit removal of the ATM(s) during the Event, nor allow placement of any other ATM(s) not owned or leased by Provider at the Event, nor subscribe to any other data processing service for processing ATM transactions during the Event, except as may be specifically approved by Provider in writing. City has, however, absolutely no duty of safekeeping of any of the ATM(s).

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

13. **Right of Occupancy**. City represents and warrants that it has the permission of the owner of the Event site to occupy such land for the Event.

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

**DATED** effective the date first above written.

**CITY:**

**COTTONWOOD HEIGHTS,**
a Utah municipality

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

**ATTEST:**

By: _____
**Linda W. Dunlavy**, Recorder

Telephone: **(801) 944-7000**
Email: **aeatchel@ch.utah.gov**

**PROVIDER:**

Mountain America Credit Union

By: _____
June 16, 2016

Telephone: 801-325-6488
Email: pminer@macu.com