

UNIVERSAL MONEY

ATM PLACEMENT AGREEMENT

Res. 18213

FILED

JAN 29 2014

MARY JO SPINO
COUNTY CLERK

The AGREEMENT ("Agreement") is made by and between

Universal Money Centers,
herein "UMC",
a Missouri corporation located at
6800 Squibb Road,
Shawnee Mission, Kansas 66202.

and

Jackson County, Missouri,
herein "County",
located at
415 E 12th St,
Kansas City, MO 64106.

Contact: Josh Kusters
913-601-4562
jkusters@universalmoney.com

Contact: Barbara J. Casamento
Purchasing Supervisor
bcasamento@jacksongov.org

collectively referred to herein as the "Parties".

WHEREAS, County is desirous of providing automated teller machine ("ATM") services to its patrons, customers, and employees at certain retail locations owned, controlled, or managed by County within the continental U.S. (each hereinafter referred to as "Location"); and

WHEREAS, County is desirous of expanding from time to time in the future to new Locations within the continental U.S.; and

WHEREAS, County wishes to engage UMC to be its exclusive provider of certain ATM services to the County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the Parties agree as follows:

1. TERM

The Effective Date of this Agreement will be the date signed by an officer of UMC. The term of this agreement shall be for a period of one (1) year (the "Initial Term") commencing on the Effective Date hereof renewable for four additional renewal terms of one year each, upon mutual agreement of the parties, evidenced in writing

2. SUBJECT

Subject to the terms and conditions herein, UMC shall install and maintain an ATM at each Location listed in Exhibit A attached hereto. It is expressly agreed by and between the Parties that Exhibit A may be modified and amended from time to time as provided in Paragraph 6 and Paragraph 8 herein, and UMC shall physically secure the ATMs at each Site according to the ATM manufacturer's provisions and recommendations.

3. SITE

(a) County agrees to provide sufficient space for normal operation, maintenance, and servicing of each ATM at a high traffic, high visibility site within each Location mutually agreed upon by both Parties ("Site").

(b) The County, at its expense, shall pre-wire dedicated electrical for the purpose of placing an ATM and shall be responsible for maintaining all electrical wiring services. The County shall provide a dedicated 110-volt line for the ATM within a reasonable safe distance of the ATM's location.

(c) UMC may provide electrical or telephone wiring for a fee to be quoted on a case by case basis.

(d) County will allow access to any party contracted by UMC to perform services to prepare for the ATM installation, during normal business hours. UMC shall, where possible, inform County in advance of any scheduled service. Should County turn away any such party, for any reason, County will be responsible for the cost incurred by UMC to reschedule such service.

4. EQUIPMENT

UMC shall obtain and place a new, out-of-the-box, UMC certified ATM, compliant with the 2010 ADA standards made effective March 15, 2011, at each location listed in Exhibit A.

5. EXCLUSIVITY

During the term of this agreement, UMC shall be the sole and exclusive provider of the services identified herein, and County shall not obtain any such service or any service substantially similar thereto, from any party other than UMC.

6. ATM INSTALLATION

UMC may install the ATM(s) within the contracted location(s) as soon as practicable after the signing of the contract.

7. MAINTENANCE AND SERVICE

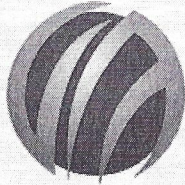
(a) UMC or its designated agents or subcontractors shall provide first and second line maintenance to the ATM within the contracted location, including but not limited to, internal cleaning, maintenance, repair, parts and labor, and shall make its best reasonable effort to keep the ATM in proper operating order at all times.

(b) UMC or its designated agents or subcontractor shall have the right to enter the premise in which a UMC ATM is located during normal business hours to perform any maintenance and repairs.

(c) UMC shall respond within two (2) hours of receiving a report of a cash outage.

(d) UMC shall respond within four (4) hours of receiving a report of a non-operating ATM.

(e) The County shall supply custodial service, including the cleaning of the exterior of the ATM on a schedule normally available for like space within the site. The County shall maintain the space surrounding the ATM in a safe, neat and orderly condition and shall take due care and caution so as to



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prevent the County's employees, representatives, and customers from damaging the ATM.

8. REMOVAL AND RELOCATION OF ATMS

(a) UMC may be required to permanently or temporarily remove or relocate an ATM. If the de-installation is due to remodeling or similar action by the County, UMC, in its sole discretion, may elect to reinstall the ATM in the affected site within a reasonable timeframe.

(b) The County is requested to give UMC advanced notice prior to the date the ATM is required to be relocated or removed. The County and UMC shall coordinate to find a mutually agreeable date and time for this service request.

(c) In the event of a permanent ATM removal, UMC shall retain the right to terminate or renegotiate the terms of the agreement for the surviving sites.

9. FEES DUE COUNTY

(a) For each surcharged withdrawal transaction completed at the ATM(s), UMC agrees to pay according to Exhibit B ("Credits").

(b) The Parties hereby acknowledge that wherever Federal, State, and Local jurisdiction permit, and when relevant network processing rules allow, terminal owner fees may be charged to cardholders completing cash withdrawals or cash advances at County's ATM Location(s) ("Surcharge"). The Parties hereby acknowledge that UMC will Surcharge a fee.

(c) UMC will pay Credits to County via check for transaction fees on the third Thursday of every month according to Exhibit B. However, if the total dollar amount due the County is less than \$25.00, no payment will be issued until the accumulative amount due reaches this threshold amount.

(d) Credits may be increased or decreased by UMC upon at least 45 days prior written notice to County, provided such increase or decrease is directly related to a corresponding cost incurred by UMC in providing such service.

10. VAULT CASH

UMC, or its designated agent, contractor, or Financial Institution, shall be responsible for providing and replenishing cash for withdrawal in the ATMs, defined as "Vault Cash". UMC agrees to maintain sufficient amounts of Vault Cash within the ATMs to meet the expected needs of the customer. County agrees that all Vault Cash is owned solely by UMC, or its designated agent, contractor, or Financial Institution until dispensed from the ATMs by a successful withdrawal to customers of the ATMs. In no event, including without limitation, any event or events of default under this ATM Placement Agreement, shall the County or any of their creditors, lien, pledge, encumber or otherwise create a security interest in the Vault Cash, ownership of which at all times shall remain vested in UMC, or its designated agent, contractor or Financial Institution.

11. CONFIDENTIALITY. Paragraph deleted.

12. TRADE SECRETS. Paragraph deleted.

13. ADVERTISING SIGNAGE

UMC shall be permitted to display in mutually agreeable areas upon or near each ATM the UMC logo, the bold letters A-T-M, and the respective logos of all major debit or credit card networks which have access to use such ATMs. Should a financial institution provide vault cash, its identification may also be prominently displayed on or about the ATM. County shall have the right to approve all signage before being displayed, such approval not to be unreasonably withheld.

14. TERMINATION

UMC may terminate this agreement immediately in the event fewer than two hundred (200) withdrawals have occurred per month in any two consecutive calendar months during any term of the agreement.

15. SERVICE MARK

UMC hereby grants County a limited, nonexclusive license to use the *Universal Money* service mark during the term of this Agreement. County acknowledges the *Universal Money* service mark is proprietary property of UMC and that the manner and quality of its presentation has great impact on UMC. County agrees that each use of the *Universal Money* service mark must be pre-approved by UMC, and that UMC at its sole discretion may deny any or all use. This limited, nonexclusive license to use the *Universal Money* service mark shall automatically terminate upon termination of this Agreement.

16. PERFORMANCE OF UMC'S DUTIES

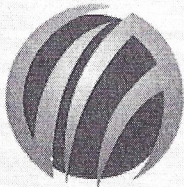
County acknowledges that UMC may subcontract or delegate certain of its duties hereunder to third Parties. UMC shall use due care and good business judgment in selecting such third Parties and in any and all events shall remain primarily liable and responsible to County for the performances of its duties hereunder.

17. SEVERABILITY

The Parties agree that if any provision of this Agreement shall be determined to be invalid or unenforceable by any court of competent jurisdiction, then such a determination shall not affect any other provision of this Agreement and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. If any provision is capable of two constructions, one of which would render it void and the other of which would render it valid, then the provision shall have the meaning which renders it valid.

18. ASSIGNMENT

This agreement is binding on the Parties and their respective successors and assigns. In the event of the County selling or leasing its business at the location(s) listed in Exhibit A, the County must assign this Agreement to the new owner or Lessee. In this event, the County must inform UMC of such, prior to the completion of the sale or lease. UMC will then forward the necessary paperwork to transfer the agreement to the new owner or lessee.



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19. LEGAL EXPENSES. Paragraph deleted.

20. RELATIONSHIP OF THE PARTIES

It is expressly understood and acknowledged that it is not the intention or purpose of this Agreement to create, nor shall the same be construed as creating, any type of partnership relation or joint venture.

21. NOTICE

Any notice required herein shall be in writing and by United States certified mail, postage prepaid, to UMC:

Universal Money Centers, Inc.,
Attn: Account Manager
6800 Squibb Road,
Shawnee Mission, Kansas 66202

Jackson County Courthouse,
Attn: Barbara Casamento
415 E 12th Street,
Kansas City, MO 64106

22. INDEMNIFICATION

UMC shall defend, indemnify, and hold harmless County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by UMC, its employees, agents, or subcontractors, or caused by others for whom UMC is liable, regardless of whether or not caused in part by any act or omission of County, its agencies, officials, officers, or employees. UMC's obligations under this section with respect to indemnification for acts or omissions of County, its agencies, officials, officers, or employees shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of County's Invitation to Bid, which is made a part of this contract. UMC shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

23. WAIVER OF TRIAL BY JURY; COUNTERCLAIMS. Paragraph deleted.

24. MISCELLANEOUS

This Agreement is the entire Agreement between the Parties and supersedes any written or oral negotiations or understandings and any such negotiations or understandings are merged herein. Any modification or amendment of this Agreement must be in writing as an amendment signed by both parties.

This Agreement and any such modifications or amendments shall not be effective until signed by an officer, majority owner, or other authorized signatory of County and an officer of UMC.

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands by their authorized representatives on the date and year first above written.

JACKSON COUNTY, MISSOURI

Signature: *Q. Troy Thomas*

Name: Q. Troy Thomas

Title: Director of Finance and Purchasing

Date: January 27 2014

UNIVERSAL MONEY CENTERS, INC.

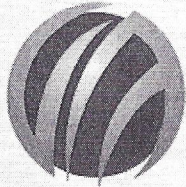
Signature: *Pamela A Glenn*

Name: Pamela A. Glenn

Title: President

Date: 9-30-13

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EXHIBIT A

List of Locations

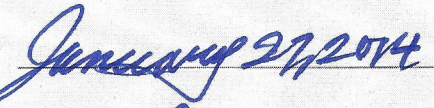
Location Name	Address	City	State	Zip
Jackson County Courthouse	415 E 12 th Street	Kansas City	MO	64106
Independence Courthouse	308 W Kansas	Independence	MO	64050

JACKSON COUNTY, MISSOURI


Signature: 

Name: Q. Troy Thomas

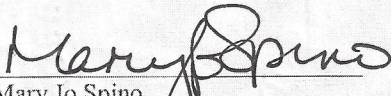
Title: Director of Finance and Purchasing

Date: 

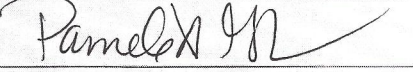
APPROVED AS TO FORM:

By 
W. Stephen Nixon,
County Counselor

ATTEST BY:


Mary Jo Spino,
Clerk of the County Legislature

UNIVERSAL MONEY CENTERS, INC.

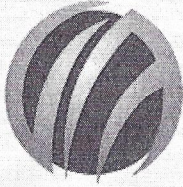
Signature: 

Name: Pamela A. Glenn

Title: President

Date: 9-30-13

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EXHIBIT B

Fee Schedule

All Surcharge Transactions
UMC agrees to pay County \$1.00 per Surcharged Withdrawal

Note: Based on a minimum surcharge of \$2.50 per withdrawal

JACKSON COUNTY, MISSOURI

Signature: *Q. Troy Thomas*

Name: Q. Troy Thomas

Title: Director of Finance and Purchasing

Date: January 27, 2014

UNIVERSAL MONEY CENTERS, INC.

Signature: *Pamela A. Glenn*

Name: Pamela A. Glenn

Title: President

Date: 9-30-13

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