

AUTOMATED TELLER MACHINE (ATM) PLACEMENT AGREEMENT

Between

**LARAMIE COUNTY, WYOMING and FIRST EDUCATION
FEDERAL CREDIT UNION**

This Agreement is made and entered into by and between Laramie COUNTY, Wyoming 310 W 19th St, Suite 300, Cheyenne, Wyoming 82001 (COUNTY) and First Education Federal Credit Union, 120 W Carlson St. Cheyenne, WY 82003 ("OWNER"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the placement of an automated teller machine (ATM) in the atrium of the Laramie COUNTY Government Complex (SITE ATM). The SITE ATM shall be and remain the sole property of OWNER. At the discretion and direction of the COUNTY, OWNER may install appropriate signage at the PREMISES to advertise the availability of the SITE ATM.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect for a term of five (5) years, unless amended or terminated as provided herein.

III. PAYMENT

OWNER agrees and warrants that it will pay COUNTY the sum of ten dollars (\$10.00) per month, on or before the first of each month, from the commencement of this Agreement, as rent for the space occupied by the ATM Machine in the Laramie County Government Complex Atrium.

IV. RESPONSIBILITIES OF OWNER

A. OWNER shall operate and maintain its ATM (SITE ATM) currently located in the atrium of the Laramie COUNTY Government Complex (PREMISES) in accordance with all applicable regulations including state, local and federal. Failure to conform to the requirements of this provision may result in the immediate termination of this Agreement.

B. OWNER will arrange for necessary servicing and repair of the SITE ATM. OWNER shall be responsible for and pay for or repair any damage to the building and to any fixtures or equipment in the premises caused by the OWNER's employees, agents, or customers.

C. OWNER shall always keep sufficient amounts of cash in the SITE ATM during COUNTY's normal business hours. OWNER shall replace paper and other needed supplies in the SITE ATM when necessary.

D. the OWNER shall maintain, through cleaning and upkeep, the areas of the Laramie County Government Complex used in the operation of the ATM Machine in a manner consistent

with and in accord with the directions of the Maintenance Director (Director). Failure to conform to the requirements of this provision may result in the immediate termination of this Agreement at the discretion of the COUNTY.

E. The OWNER understands and agrees that nothing in this Agreement operates as a continuing license or agreement for the OWNER to continue providing ATM Machine services in any COUNTY building or property except as specified in this agreement. Nor does this Agreement prevent COUNTY from seeking or employing the services of other providers for the same or similar services.

F. The OWNER understands and agrees that should further electrical work, repairs or additions to the County Building be requested by OWNER, said work, repairs or additions shall be performed only after obtaining written consent from the Laramie County Maintenance Director, at the expense of the OWNER. Any modifications and or changes to any utility services or any other modifications or additions to structures or services in the County Building for OWNER's operations shall be performed by and in accordance with the directions and pursuant to the specifications and permission of the Director. The Director shall have final approval over all work and contractors hired by OWNER for any work. Any contractor hired for any modifications by OWNER shall enter into an agreement with COUNTY, subject to the approval of the COUNTY for the work to be performed.

G. OWNER agrees to retain all records relating to this Agreement for three (3) years after termination of this Agreement and all other matters relating to the Agreement are concluded. OWNER agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the OWNER which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. RESPONSIBILITIES OF THE COUNTY

A. COUNTY shall provide such space for the SITE ATM as is necessary to enable customers to have unobstructed access to the SITE ATM and for maintenance and servicing of the SITE ATM.

B. COUNTY agrees that the SITE ATM shall at all times remain available for use by OWNER's customers and COUNTY employees, during COUNTY's normal business hours for the term of this Agreement. OWNER reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements, not to exceed five percent (5%) of available time each calendar month, so long as COUNTY is given advance notice.

C. In the event of the SITE ATM failure, damage, or other problem requiring service, repair, replacement, adjustment or maintenance, COUNTY is under no obligation to notify OWNER or a person designated by OWNER of any failures problems occurring with the SITE ATM. COUNTY will not permit anyone, other than an authorized representative or designee of OWNER, to perform any service or repair work on the SITE ATM without OWNER's prior written approval. OWNER or its representatives shall at any reasonable time and at all times during business hours have the right to enter into and upon the PREMISES for the purpose of inspecting, repairing, maintaining, or upgrading the SITE ATM and observing its use. COUNTY shall cooperate with the OWNER in allowing OWNER to perform maintenance, service, parts replacement, or repair.

D. COUNTY is not responsible for providing security against theft at the ATM SITE and shall have no liability to OWNER in the event of theft or damage. OWNER is providing the cash and all cash kept in the SITE ATM shall be the property of OWNER. OWNER shall bear all risk of loss if any cash is stolen or otherwise lost or destroyed.

IV. GENERAL PROVISIONS

1. Independent Contractor: The services to be provided by OWNER are those of an independent contractor and not as an employee of COUNTY. OWNER is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. OWNER assumes responsibility for its personnel who provide services pursuant to this contract, and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. OWNER is free to perform the same or similar services for others.
2. Acceptance Not Waiver: COUNTY's approval of the reports, and work or materials furnished hereunder shall not in any way relieve OWNER of responsibility for the technical accuracy of the work. COUNTY's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
3. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days prior written notice to the other party, (c) by OWNER at any time due to inadequate use, damage, destruction, vandalism, or misuse of the SITE ATM; or (d) upon mutual written agreement by both parties.
4. Entire Agreement: This Agreement (6 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statement, representations and agreements, whether written or oral.
5. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
6. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
7. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement are fully severable.
8. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to OWNER and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provide in this Agreement.

9. Contingencies: OWNER certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the aware of this Agreement.
10. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, national origin, religion, sex, gender identity including gender expression, sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, or political beliefs.
11. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set for in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et. seq., as amended, and/or any properly promulgated rules and regulations relating thereto.
12. Governmental/Sovereign Immunity: The COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including WYO. STAT. ANN. §§ 1-39-101-121, as amended, by entering into this Agreement. Further, the COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
13. Indemnification: To the fullest extent permitted by law, OWNER agrees to indemnify and hold harmless the COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of OWNER for the COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of the COUNTY or its employees. OWNER shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.
14. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.
15. Conflict of Interest: COUNTY and OWNER affirm, to their knowledge, no OWNER employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of OWNER, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
16. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restriction, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
17. Notices: All notices required under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for who intended at such parties' address listed herein or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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Signature Page

The effective date of this Agreement is the date of the signature last affixed to this page.

LARAMIE COUNTY, WYOMING

Gunnar Malm, Chairman, Laramie County Board of Commissioners

Date

Attest:

Debra Lee, Laramie County Clerk

Date

OWNER: FIRST EDUCATION FEDERAL CREDIT UNION

By: _____

Title: _____

Joy. S.
President

12/15/2020

Date

Approved as to Form Only:

County Attorney's Office

12/15/2020

Date