
Sample Agreement

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between _____, hereinafter called the ATM Owner and Indian River County, 1800 27th St. Vero Beach, FL. hereinafter called the County.

WITNESSED: That whereas, the COUNTY and the ATM Owner agree as set forth below:

1. GENERAL

As per specifications of River County Request for Proposal # 2021052, ATM Owner is granted the exclusive right to securely install, maintain, repair, and insure an automated teller machine ("ATM") at each of the locations indicated at no cost or obligation to the County. There will be no County participation in the operation or maintenance of the ATM.

One (1) ATM is to be located on the first floor at each of the following locations:

Indian River County	Indian River County
Administration Building "A"	Administration Building "B"
1801 27 th Street, Vero Beach, FL 32960	1800 27 th Street, Vero Beach, FL 32960

Additional locations may be added upon written amendment to this agreement.

2. FILLING THE MACHINE

It shall be the responsibility of the ATM Owner to maintain sufficient funds in the machine and replenish the ATM with cash.

3. ELECTRICAL REQUIREMENTS

The County shall be responsible for the electrical line installation (standard 110 volt outlet), and the ongoing monthly cost for electrical service. ATM Owner, at its discretion and expense, shall connect the ATM through a wireless device.

4. INSTALLATION & MAINTENANCE

ATM Owner shall install or contract installation of the ATM. For insurance requirements and security purposes, the ATM must be bolted to the floor. ATM Owner shall provide all labor involved with service and maintenance of the ATM, including supplies. ATM Owner shall provide 24-hour customer help and technical support. A Toll Free number shall be prominently displayed on the front of the ATM for customers to call for assistance.

5. SIGNAGE

ATM Owner shall be allowed to erect ATM signage, subject to review and approval by the County, as necessary to attract ATM business. Signage shall not be placed in view from the exterior of the building.

6. TERM OF AGREEMENT

This Agreement shall be in effect for a term of thirty six (36) months. The County retains the right to automatically renew this Agreement with the consent of ATM Owner, under the same terms and

conditions, for two additional twelve (12) month terms. Additional terms and/or services may be added to this Agreement upon satisfactory negotiation of terms between the County and ATM Owner. Upon removal of the ATM, ATM Owner is not responsible for restoring the County's property to its pre-installation condition (i.e. replacing flooring), unless caused by negligence or intentional damage.

7. MAXIMUM WITHDRAWAL LIMIT & SURCHARGE

The maximum withdrawal limit per transaction and ATM Consumer Fees shall be in accordance with the Proposal Pricing Form, attached as Exhibit 1. No other fees will be charged.

8. TERMINATION

The parties agree that this agreement may be cancelled by either party with 30 days written notice. Upon removal of the ATM, the ATM Owner is not responsible for restoring the County's property to its pre-installation condition (i.e. replacing flooring), unless caused by negligence or intentional damage.

County may terminate this Contract if ATM Owner, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

9. LIABILITY INSURANCE AND INDEMNIFICATION

ATM Owner shall insure the ATM and the cash used to load it. ATM Owner shall name the County as an additional insured party under its commercial general liability insurance policy and supply the County with proof of insurance. ATM Owner shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the ATM Owner and persons employed or utilized by the ATM Owner in the performance of the Work.

10. ASSIGNMENT OF AGREEMENT

If ATM Owner is unable to provide the services outlined in this agreement, ATM Owner has the right to assign this agreement to a third-party ATM provider approved by the County prior to the assignment date. Any assignment would be for the same terms and conditions as the original agreement.

11. VENUE

This agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this agreement shall be in Indian River County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

12. PUBLIC RECORDS COMPLIANCE

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The ATM Owner shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

- C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

13. E-VERIFY

ATM Owner is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. ATM Owner is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors utilized under this agreement.

This Agreement will be effective on _____, 20____ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

County:

INDIAN RIVER COUNTY _____

By: _____
Joseph E. Flescher, Chairman

By: _____
Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk
(SEAL)

Designated Representative:
Name: Jennifer Hyde
Title: Purchasing Manager
Address: 1800 27th Street, Vero Beach, FL 32966
Phone: 772-226-1575
Email: jhyde@ircgov.com

ATM Owner:

By: _____
(ATM Owner)

(CORPORATE SEAL)

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If ATM Owner is a corporation or a partnership, attach evidence of authority to sign.)