

**AMENDMENT TO AGREEMENT  
LANCASTER COUNTY  
FOR ATM SERVICE - MOTOR VEHICLE  
FIRST RENEWAL**

RECEIVED  
C-12-0684  
DEC 05 2012  
LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into on this 11 day of December, 2012, by and between **Cash Money 24-7, 8514 Cass Street, Suite One, Omaha, NE 68114** (hereinafter "Contractor") and **Lancaster County** (hereinafter "County"), for the purpose of amending the Agreement dated **December 11, 2009** under County Contract No. **C-09-0641**, (the "Agreement"), for **ATM Service - Motor Vehicle**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **December 11, 2009 thru December 10, 2012**, with the option to renew for a **three (3) year** period; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **December 11, 2012 thru December 10, 2015** and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-09-0641** and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional three (3) year term beginning **December 11, 2012 thru December 10, 2015**.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Lancaster County Board of Commissioners Signatures**

Approved as to form

Executed this 11 day of December 2012

this 11 day of December, 2012

Richard Labow  
Deputy County Attorney  
Lancaster County Attorney

Jerry Kofron  
Benny Neer  
John  
Larry Hudkins  
Dee Sneyer

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

Dated \_\_\_\_\_

Company Name: (PLEASE PRINT)	CASH MONEY 24/7 LLC
By: (PLEASE PRINT)	RALPH KERKMEYER
By: (PLEASE SIGN)	<u>Ralph W. Kerkmeyer</u>
Title:	Vice President
Company Address: (PLEASE PRINT)	8514 CASS STREET SUITE ①, OMAHA, NE 68114
Company Phone & Fax: (PLEASE PRINT)	402-991-3385 FAX 402-330-8021
E-Mail Address: (PLEASE PRINT)	KERK12@COX.NET

# LANCASTER COUNTY

## AGREEMENT

THIS AGREEMENT, is made and entered into by and between Cash Money 24-7, 8514 Cass Street, Suite One, Omaha, NE 68114, hereinafter called Contractor, and Lancaster County, Nebraska, on behalf of the Lancaster County Treasurer, hereinafter called the County.

WHEREAS, the County facility, desires to provide access Automated Teller Machines (ATMs) and services to the Lancaster County Treasurer at the Department of Motor Vehicles facilities at 500 West O Street and 625 North 46<sup>th</sup> Street, Lincoln, NE; and

WHEREAS, the Contractor is engaged in the business of providing such services; and

WHEREAS, the Contractor is qualified to provided the equipment and services necessary to meet the needs of the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this Agreement shall be effective from December 15, 2009 through December 14, 2012. The parties shall have the option to renew for an additional (3) three year period upon the written mutual consent of both parties.
2. The purpose of this agreement is for the Contractor to provide Automated Teller Machines (ATMs) and services to the Lancaster County Treasurer at the Department of Motor Vehicles facilities on a non-exclusive basis.
3. The Contractor shall provide the following services and duties:
  - A. Provide one Automated Teller Machine (ATM) and ATM services to the Lancaster County Treasurer at the Department of Motor Vehicles facility at 500 West O Street, Lincoln, NE and one Automated Teller Machine (ATM) and ATM services to the Lancaster County Treasurer at the Department of Motor Vehicles facility at 625 North 46<sup>th</sup> Street and to provide services, duties and obligations associated with ATM Services as provided in Attachment "A".
  - B. Keep the ATM filled with money and keep the ATM in working order. Contractor will be able to access and fill the ATM with money during the normal business hours of the County Department of Motor Vehicles.
  - C. Provide any alarm or security system necessary for the ATM. The County shall not be liable for any damage, vandalism or theft of the ATM.

- D. The Contractor will be responsible for providing all equipment necessary in the rendering of ATM services. The Contractor will also be responsible for the proper repair, maintenance and supplies for the ATM equipment. Contractor will provide repair, maintenance and service 24 hours each day and for seven days each week of every year.
  - E. The ATM's shall be able to perform three (3) types of transactions: Cash withdrawals, balance inquires, and money transfers between bank accounts. A \$1.99 fee will be charged to users or customers of the ATM for each cash withdrawal transaction. The maximum withdrawal transaction amount shall be \$300.00. No charges or fees will be charged to the County.
  - F. Use one power/electrical outlet and phone jack for each ATM. The County will not be responsible for any telephone charges, costs for installation of telephone jacks or electrical outlets necessary to provide the service, or long distance fees related to the services provided by Contractor. Installation of electrical outlets or phone jacks will be done only with the written approval of the County.
  - G. Timely and professionally complete the services and duties described above, and to furnish all labor, materials, and pay all costs, including any taxes, to complete the services.
  - H. Apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to Contractor or the services provided to the County by the Contractor, including but not limited to applicable banking laws or regulations, or requirements by the Nebraska State Banking Department.
  - I. Conduct all activities related to the services provided to the County in a lawful manner.
4. The County shall provide the following services and duties:
- A. Floor space for one ATM at the County Department of Motor Vehicles facilities.
5. Consideration. The County gives the Contractor permission to place an ATM at the Department of Motor Vehicles facilities. The Contractor shall provide, at no cost to the County, ATM services and the Contractor shall be responsible for all costs and fees related to the ATM services rendered.

The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance.

6. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Contractor shall be an Independent Contractor, and shall not be considered an employee of the County for any purpose. The compensation provided herein shall represent the total consideration to be paid by the County for the services to be provided, and the County shall not be responsible for payment or provision of wages, insurance, fringe benefits, withholding, or any other expenses not specifically provided for herein. Contractor shall further assume full responsibility for payment of any and all expenses or related costs associated with, or arising from, any injury to Contractor that may arise in the course of performing this Agreement.

7. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.

8. The Contractor shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Contractor, its employees, agents, or representatives, either directly or indirectly employed by them. This section will not require Contractor to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.

9. The Contractor shall maintain, at its own cost throughout the duration of this Agreement, a policy or policies of insurance or a self-insurance program sufficient in coverage and amount to fully satisfy any judgments and pay any and all liabilities, judgments and related expenses that may arise in connection with performance of this Agreement. At a minimum, such insurance shall include:

A. Workers' compensation insurance fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

B. General liability insurance, including coverage for bodily injury, wrongful death, personal injury, property damage, contractual liability, and products/completed operations liability. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence
Products/Completed Operations	\$2,000,000 Aggregate
Automotive Liability	\$1,000,000 Combined Single Limit

The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the County with a Certificate of Insurance

showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal, or any material reduction of insurance coverage.

10. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

11. Contractor agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

12. This Agreement may be terminated at any time by either party giving thirty (30) days written notice.

13. Contractor warrants to the County that the services to be performed under this agreement shall:

- A. Be in accordance with accepted and established practices and procedure recognized as such in Contractor's trade in general;
- B. Be in accordance with Federal, State and Local laws regarding the use, transportation, location, monitoring, and licensing of ATM's; and
- C. Conform to the requirements of this agreement.

14. Contractor warrants that all material, processes or other protected rights to be used in the services provided have been duly licensed or authorized by the appropriate parties for such use. Contractor agrees to furnish the County upon demand written documentation of such license or authorization. Contractor shall defend any infringement claim arising out of Contractor's performance of this Agreement.

15. The parties hereby agree that this Agreement constitutes the entire understanding of the parties and supersedes all prior contracts, agreements and negotiations between the parties whether verbal or written.

16. This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

17. Employee Verification. In accordance with Neb. Rev. Stat. §4-108 through §4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control

Act of 1986. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

**EXECUTION BY LANCASTER COUNTY**

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

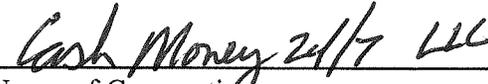
  
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Deputy County Attorney

  
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Lancaster County Board of Commissioners

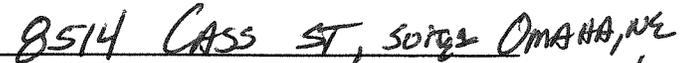
**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

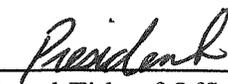
  
\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
(SEAL)  
Secretary

  
\_\_\_\_\_  
Address

By:   
\_\_\_\_\_  
Duly Authorized Official

WITNESS:

  
\_\_\_\_\_  
Legal Title of Official



PUTTING CASH IN YOUR POCKET

ATM  
PLACEMENT, PROCESSING  
LEASING AND SALES  
8514 Cass Street • Suite One  
Omaha, Nebraska 68114  
402-991-3385  
Toll Free - 1-866-581-Cash

## PROPOSAL TO PROVIDE ATM SERVICE

Lancaster County Treasurer- Department of Motor Vehicle

Cash Money 24/7 would like to thank you for the opportunity to serve your organization. We have come to learn after years in the industry that no two business are alike. We know that people don't buy from companies, people buy from people. We have grown with our customers one account at a time by consistently providing complete, accurate, and secure ATM driving and electronic payment systems. With our advanced technology and customer support staff, your business can have confidence 24 hours a day-seven days a week.

- 1) The fee that will be charged to customers is a low fee of \$1.99.
- 2) Your customers will be able to do 3 types of transactions.  
Cash withdraws, balance inquires and money transfers between bank accounts. The only fee is charged on cash withdraws.
- 3) We have access to over hundreds of network. There is not a card that does not work though our ATM's. The networks used the most in the area are NETs, Cirrus, STAR and PLUS. We have access to them all.
- 4) The maximum transaction amount will be \$300.00.
- 5) We will need 1 power outlet and phone jack for each ATM
- 6) Lancaster County will have no liability in regards to any damage, vandalism or theft.
- 7) We will be able access and fill the ATM during normal business of the Department of Motor Vehicles.
- 8) The ATM's will not be alarmed
- 9) We provide 24 hour/ 7 days a week service. We are based here in Omaha, NE
- 10) Contact info: Ralph Kerkemeyer, office 402-991-3385, cell 402-616-6977 and Randy Murphy, office 402-991-3385, cell 402-598-0357.

ATM  
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Placement  
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Consulting  
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Specializing In  
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Grocery  
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Petroleum  
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Hospitality  
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Gaming  
◆  
Institutional  
Applications  
◆  
Firmware  
◆  
Supplies

# CASH MONEY 24-7®

ATTACHMENT A (contd)

PUTTING CASH IN YOUR POCKET

ATM  
PLACEMENT, PROCESSING  
LEASING AND SALES  
8514 Cass Street • Suite One  
Omaha, Nebraska 68114  
402-991-3385  
Toll Free - 1-866-581-Cash

We appreciate your consideration, much like your customers, we have many choices in the marketplace. Buy service is difficult and confusing usually based on the promises of others and performance unseen until there is a problem. Our goal in the market place is to "talk the walk, and walk the talk," promises made and promises kept, the way business ought to be. At Cash Money 24/7 we believe in local relationships that work for you and with you, proactive in a changing marketplace. A program tailored to suit your needs. Reporting you can understand, service you can use, and the most competitive price in the industry.

WITH BEST REGARDS,



Ralph Kerkemeyer  
Vice President  
Cash Money 24/7 LLC  
8514 Cass Street, Suite 1  
Omaha, Ne 68114

ATM  
◆  
Placement  
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Consulting  
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Specializing In  
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Grocery  
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Petroleum  
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Hospitality  
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Gaming  
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Institutional  
Applications  
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Firmware  
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Supplies