RESOLUTION NO.   2020- 436

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTOMATED TELLER MACHINE (ATM) SERVICES FOR THE CITY OF VINELAND FROM OCEAN FIRST BANK TO DOLPHIN DEBIT AND THE EXECUTION OF A LANDLORD CONSENT/WAIVER

WHEREAS, City Council of the City of Vineland adopted Resolution 2018-39 awarding banking services for the City to Ocean First Bank, Toms River, New Jersey, which includes the provision of Automated Teller Machine (ATM) services at several municipal buildings; and

WHEREAS, Ocean First Bank has since assigned all of the ATM network services and management to Dolphin Debit Access, LLC, Spring, Texas; and

WHEREAS, Dolphin Debit Access, LLC is an international service providing ATM network and management services and will continue to provide the same exemplary service the City has come to expect from Ocean First Bank**;** and

WHEREAS, Ocean First Bank has requested the City Council consider authorizing Dolphin Debit Access, LLC to provide ATM network services and management for the ATM's in the City of Vineland previously managed by Ocean First and further to execute a Landlord consent/Waiver to allow Dolphin Debit Access LLC to provide the ATM services and management for the city of Vineland in the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that Ocean First Bank is hereby authorized to assign the Automated Teller Machine (ATM) services within the City of Vineland in accordance with Resolution 2018-39 unto Dolphin Debit Access, LLC, Spring, Texas.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the Landlord Consent/Waiver as attached hereto and made a part hereof.

Adopted:

_____
President of Council

ATTEST:

_____
City Clerk

Landlord Consent/Waiver

This Agreement is made on this the 30th day of September 2020, between Dolphin Debit herein referred to as the "Lessee" and _____City of Vineland_____ herein referred to as "Landlord".

In consideration of the mutual benefits flowing from this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby fully acknowledged, Lessee and Landlord agree as follows:

1. **Landlord Consent/Waiver.** Landlord hereby grants to Lessee a license to install and maintain Automated Teller Machine(s) (ATMs) at locations identified in Paragraph 6 on behalf of Lessee. Landlord further acknowledges that the ATM(s) subject to this Agreement is not a fixed asset of Lessee.

2. **Successors.** This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties hereto, except that neither party may assign this Agreement without the prior written consent of the other party except to any entity controlling or controlled by the assigning party.

3. **Liability.** Landlord assumes no liability for the ATM and will not be held responsible for any losses or damages to the ATM.

4. **Access.** Landlord agrees to provide Lessee or Lessee's agent access to the Location for the purposes of servicing the ATM during normal business.

5. **Entire Agreement.** This Agreement constitutes the entire agreement between Lessee and Landlord with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. There are no oral agreements between the parties. This agreement is to be considered a joint work product of the parties for all purposes. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of both Lessee and Landlord. This Agreement shall be interpreted, construed and governed by the laws of the State of Texas.

6. **Locations:**

   1. OceanFirst Bank Cash Machine ATM
      City of Vineland-City Hall
      640 East Wood Street
      Vineland, NJ 08362

   2. OceanFirst Bank Cash Machine ATM
      City of Vineland-Municipal Court
      722 E. Landis Avenue
      Vineland, NJ 08362

Lessee	**Landlord**
_____	_____
Signature	Signature
_____	_____
Print Name & Title	Print Name & Title
Date _____	Date _____