PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM REQUEST

Meeting Date:

☐	Consent
☒	Action
☐	Information

AREA: Fiscal

RESOLUTION TITLE: ATM Machine Agreement- Sun Community Federal Credit Union

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BACKGROUND:

We currently do not have an ATM on campus. The ATM Agreement with Sun Community Credit Union provides an ATM to students and staff for a term of 3 years.

FISCAL IMPLICATIONS:

Income of $.50 per transaction to go to ASG.

RECOMMENDATION:

It is recommended to approve the contract with Sun Community Federal Credit Union.

Administrator Initiating Item:	College Council/Full Admin Review Date:
Russi Egan/ss	

SUN COMMUNITY
FEDERAL CREDIT UNION

AUTOMATED TELLER MACHINE AGREEMENT

WHEREAS, Palo Verde College is a College located in Blythe, California.

WHEREAS, Sun Community Federal Credit Union is a financial institution located in El Centro, California.

THIS AGREEMENT, entered into this ___ day of _____ 2015 by and between Palo Verde College, hereinafter called "College" and Sun Community Federal Credit Union, hereinafter called "SCFCU". The parties agree as follows:

1. College does hereby authorize SCFCU an area of approximately five (5) square feet of "ATM space" located in the business administration office of the College in Blythe, California.

2. The term of this agreement shall be for a period of three (3) years, commencing on __ _____, 2015 and shall be terminable upon ninety (90) days written notice by either party, with or without cause.

3. College shall provide monthly electrical service to said Automated Teller Machine.

4. The "ATM space" shall be used during the term hereof solely and only for the purpose of installing, maintaining, repairing and operating an ATM unit, and for no other purpose whatsoever.

5. SCFCU, at SCFCU's own cost and expense, shall maintain the ATM in good repair.

6. This agreement is made upon the express condition that College is to be free from all liability and claims for damages by reason of any injury to any person or persons, including SCFCU, or property of any kind whatsoever and to whomsoever belonging, including SCFCU, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this Agreement or any occupancy hereunder, except those arising out of the sole negligence of College. SCFCU agrees to defend, indemnify and save harmless College from all liability, loss, cost or obligation on account of or arising out of any such injury or loss,

howsoever occurring. SCFCU further agrees to provide necessary Workers Compensation Insurance for all employees of SCFCU upon said Premises at SCFCU's own cost and expense.

SCFCU hereby waives all claims to recourse against College including the right to contribution for loss or damage to persons or arising from, growing out of, or in any way harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

SCFCU waives any and all rights to any type of expresses or implied indemnity against College, its officers or employees.

It is the intent of the parties that SCFCU will indemnify and hold harmless College, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary on the part of College, SCFCU or employee of any of these.

In the event College is named co-defendant, SCFCU shall notify College of such fact and shall represent College is such legal action, in which event SCFCU shall bear College's litigation costs, expenses, and attorney's fees.

7. Upon termination of this agreement for any cause, SCFCU shall remove any and all equipment and improvements of SCFCU and restore the "ATM space" to its condition prior to the execution of this Agreement, except however, College may approve, in writing, any deviation from this requirement.

8. College will not be responsible for losses or damage to personal property, equipment or materials of SCFCU. All losses shall be reported to College immediately upon discovery.

9. All notices herein provided to be given or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and delivered through United States mail, as follows:

To SCFCU: 1068 Broadway
El Centro, CA 92243

SUN COMMUNITY
FEDERAL CREDIT UNION

To College: Palo Verde College
One College Drive
Blythe, CA 92225

The address to which notices may be mailed to either party may be changed by written notice given by subject party to the other; but nothing herein contained shall preclude the giving of any such notice by personal service.

10. SCFCU shall not, without previous consent in writing of College, sublet the Premises in whole or in part, nor assign this agreement or any interest herein.

11. By entry hereunder, SCFCU accepts the "ATM space" as being in good order, condition and repair, and agrees that on the termination of this agreement, to surrender up to College the "ATM space" with any appurtenances or improvements in the same condition as when received, reasonable use and wear thereof and damage by natural causes excepted.

12. SCFCU agrees to provide the minimum services as follows:

ATM Services will allow a customer to:

a. Withdraw cash from checking or regular savings;
b. Obtain account information that is associated with the card;
c. Offer Visa and MasterCard services;
d. Access to CO-OP and national ATM network system

Vendor Services provided are:

a. Repair services by SCFCU's vendor
b. Cash replenishment by SCFCU's vendor

(Includes the additional provisions as set forth of the attached addendum)

SUN COMMUNITY
FEDERAL CREDIT UNION

IN WITNESS WHEREOF, This agreement has been executed by the parties hereto as of the date first herein above written.

Palo Verde College
One College Drive
Blythe, CA 92225

By:_____
Name_____
Title_____
Date_____

Sun Community Federal Credit Union
1068 Broadway
El Centro, CA 92243

_____
Dale Johnson
President/CEO
Date_____

SUN COMMUNITY
FEDERAL CREDIT UNION

AUTOMATED TELLER MACHINE AGREEMENT

ADDENDUM

1. SCFCU agrees to a non-member transaction surcharge of $2.50, of which $0.50 will be returned to the student body of the College. SCFCU members and those participating cards in the CO-OP network, will not be charged a transaction surcharge.

2. SCFCU agrees to participate in College back to school and lunch and learn events.

3. SCFCU agrees to work together with College to provide marketing materials that can be displayed throughout the college, drawing awareness to student body and staff of SCFCU ATM usage and additional services provided by SCFCU.

4. SCFCU will contract with vendors to ensure minimal ATM downtime and cash availability.