

AGREEMENT

THIS AGREEMENT, made and entered into this _____ **day of** _____, 2007 by and between the **COUNTY OF MARIN**, a political subdivision of the State of California, hereinafter referred to as "County", and **MARIN COUNTY FEDERAL CREDIT UNION**, hereinafter referred to as "Bank",

W I T N E S S E T H:

In consideration of the mutual promises as hereinafter contained, the parties hereto agree as follows:

1. Bank shall maintain a modern, fully operable, full-service (providing both withdrawal and deposit capability) automated teller machine (ATM) at a mutually agreed to location in the Marin County Civic Center. Bank will maintain same standards of quality and service for Civic Center ATM as for Bank's other ATMs. The location of ATM shall be the site where the current ATM is located to the northeast of the cafeteria on the second floor of the Hall of Justice.
2. County reserves the right to relocate the ATM during the term of the Agreement after consulting with Bank. If ATM is relocated and a new site has to be prepared, the final plans, specifications and working drawings for the construction of the ATM site shall conform to federal, state, and County requirements, and be approved by County's Senior Civil Engineer-Buildings and Bank's Security Department. All aspects of construction, including selection of contractors, construction contracts, methods of construction, materials, tools, hours of work, shall be subject to approval of County's Senior Civil Engineer-Buildings.
3. Should County initiate relocation of ATM service, the cost of site analysis, preparation for installation, and installation of the ATM shall be the responsibility of County. Should Bank initiate relocation and obtain County Administrator's approval of a new site, the cost of site analysis, preparation for installation, and installation of the ATM shall be the responsibility of Bank.
4. In consideration for providing the ATM service, County shall provide free of rent a reasonably secure space in which to locate the ATM. The space shall be approximately 50 square feet with ventilation, electricity, and telephone line service provided. Bank will install an alarm at the ATM site which, at Bank's option, may be connected to the Marin County Sheriff's Office. If the Bank so chooses, County warrants that Sheriff personnel will respond to the alarm expeditiously.
5. Throughout the term of this Agreement, Bank shall maintain membership in and offer its account holders the benefits of at least one of the three largest ATM networks in Northern California.
6. The right to provide an ATM at the Marin County Civic Center shall, during the initial term and all extensions of that term, be the exclusive right of Bank.

7. The minimum initial term for maintaining the ATM service at the Marin County Civic Center shall be three (3) years, commencing July 1, 2007. There will be an option to extend the term of the original agreement provisions upon approval by both parties for an additional three-year term.
8. ATM will be accessible to users during normal business hours of County of Marin when the Civic Center is open to the public. The Hall of Justice is closed to the public from 6:00 p.m. until 7:00 a.m., Monday through Friday, and at all times on Saturday, Sunday, and holidays. The Administration Building is closed to public entry from 6:00 p.m. until 7:00 a.m., Monday through Friday, except on Tuesday evenings when closing hour is 8:30 p.m.. It is closed to the public on Saturday, Sunday, and holidays. ATM will be accessible to Bank employees or agents for the purpose of maintaining and servicing ATM at all times. Bank employees or agents may enter the Civic Center and access the ATM outside of business hours only by following County's security procedures: Bank agrees to provide County Sheriff's Communications Division with a list of names and birth dates of all Bank employees or agents who will access ATM, and a schedule for regular maintenance visits. Outside of County's regular business hours, Bank employees or agents must present employer identification card bearing both a photograph and signature and sign in at the Sheriff's entrance (north arch, Hall of Justice) of the Civic Center for entry into the building. During County's regular business hours, Bank employees will be prepared to present upon request an employer identification card. All persons and their possessions entering Civic Center are subject to search, either by metal detector and/or physical search. Any person refusing to be searched will be refused entry. No firearms, loaded or unloaded, concealed or unconcealed, or other offensive weapons, ammunition or explosives, or volatile or inflammable substances are permitted in Civic Center, except in the possession of a law enforcement officer or a person displaying a valid concealed weapon permit.
9. County agrees that it shall not pursue legal action or monetary claims against Bank in the event of damages to any person or property occurring at or about the location of the ATM arising from the access to or use of the ATM so long as said damage cannot be attributed to faulty performance of ATM or to negligence on the part of Bank, its employees, or its agents.
10. Bank agrees that it shall hold County harmless from any and all monetary losses suffered by Bank as a result of the maintenance, service, and/or use of the ATM.
11. Bank shall perform the services as aforesaid in a manner compatible with the standards of the banking and ATM industry.
12. If litigation or administrative hearings ensue which pertain to the subject matter of Bank's services hereunder, Bank, upon request, agrees to testify therein.
13. The parties to this agreement and their sub-contractors shall not discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, or handicapped condition.
14. All required insurance coverages shall be accompanied by a Certificate of Insurance naming the County as an additional insured and must be signed by the insurer or its representative evidencing such insurance to County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

14.1 **GENERAL LIABILITY** The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000). The County shall be named as an additional insured on the commercial liability policy and the Certificate of Insurance shall include an additional endorsement page.

14.2 **WORKERS' COMPENSATION** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first above written.

COUNTY OF MARIN

MARIN COUNTY FEDERAL CREDIT UNION

President, Board of Supervisors

Chief Executive Officer