



## CITY COUNCIL STAFF REPORT

DATE: DECEMBER 16, 2015 CONSENT CALENDAR

SUBJECT: APPROVE FACILITY USE AGREEMENT WITH SUN COMMUNITY FEDERAL CREDIT UNION FOR OFFICE SPACE AT THE CITY CORPORATION YARD AT 425 NORTH CIVIC DRIVE

FROM: David H. Ready, City Manager

BY: Department of Community and Economic Development

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### SUMMARY

The City Council will consider approval of a Facility Use Agreement with Sun Community Federal Credit Union for lease of office space at the City Corporation Yard at 425 North Civic Drive for a period of One (1) year with an option to renew for two additional one-year terms and authorize the City Manager or his designee to execute the agreement.

### RECOMMENDATION:

1. Approve a Facility Use Agreement in a form acceptable to the City Attorney with Sun Community Federal Credit Union, ("SCFCU"), for lease of office space at the City Corporation Yard at 425 North Civic Drive.
2. Authorize the City Manager or his designee to execute the agreement.

### STAFF ANALYSIS:

The Palm Springs City Employees' Federal Credit Union, "Credit Union" has served City employees and members of their immediate family financial services since November 1957. The Credit Union initially operated in City Hall but eventually needed more office space and relocated to office space located within the Shop Building of the City Corporation Yard "Facility" at 425 North Civic Drive, in November 1979. The Credit Union merged with Sun Community Federal Credit Union, ("SCFCU") effective September 1, 2015 and took on the Sun Community Federal Credit Union name.

The SCFCU merger expanded financial services available to City employees and immediate family members and also expanded the eligibility for membership to include any resident of Palm Springs and all Imperial and Riverside County residents.


The long term objective of SCFCU is to relocate to a larger space within a five-mile

radius of the current location to better serve the expanded membership. In the meantime, a Facility Use Agreement with SCFCU is proposed with essentially the same terms and conditions that are currently in place with the Palm Springs City Employees Federal Credit Union. The agreement has a term of one-year with an option to renew for two additional one-year terms and a monthly rental rate of \$250.00. SCFCU originally proposed a monthly rental rate of \$1.00 but the monthly rate of \$250.00 was negotiated based upon the estimated market rental value of the City Yard property in an appraisal report dated March 5, 2015. SCFCU will also install an ATM inside City Hall for the convenience of City employees and to better serve the public membership.

This action is to approve the Facility Use Agreement in a form acceptable to the City Attorney and to authorize the City Manager or his designee to execute all of the necessary documents.

FISCAL IMPACT:

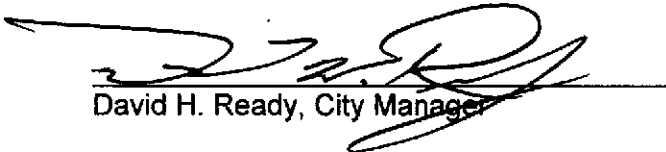
Monthly Revenue of \$250.00 to the General Fund.



Diana R. Shay, Redevelopment Coordinator



Lauri Alyaian, Director of Community and Economic Development



David H. Ready, City Manager

Attachments:

1. City Council staff report Minute Order No. 2738 dated November 21, 1979
2. Palm Springs Federal Credit Union letter dated August 25, 2015 to City of Palm Springs
3. Sun Community Federal Credit Union letter dated September 15, 2015 to City of Palm Springs
4. Facility Use Agreement

DATE: November 21, 1979

TO: City Council

FROM: Assistant City Manager

OFFICE SPACE FOR PALM SPRINGS CITY EMPLOYEES FEDERAL  
CREDIT UNION

RECOMMENDATION:

That use of office space at the City's Corporation Yard be granted to the Palm Springs City Employees Federal Credit Union at no charge, subject to conditions.

BACKGROUND:

The Palm Springs City Employees Federal Credit Union is a federally chartered non-profit incorporated Credit Union sponsored by and serving the employees of the City of Palm Springs and members of their immediate families. (Although City Council members are eligible to be members, none have used this service in the past). The Credit Union has to comply with applicable federal and state regulations, as well as its own by-laws.

The Credit Union has operated in City Hall since November, 1957, when it was chartered, first with one part-time employee and recently it employed a second part-time employee. As its number of accounts has grown, it developed a need for office space, separate from the desk of Jeanne Wehrle, its treasurer, located in the Finance Department. A search for such office space started over a year ago. No space is available in City Hall. Recently, the Community Services Department offered an abandoned office it once used in the shop Building at the Corporation Yard.

The Credit Union is agreeable to refurbish and maintain the office space and to install its own phones. Typically, with small credit unions, about the size of this one, the employer generally makes office space available to them at no charge. Staff recommends that the office spaces in the Corporation Yard be granted to the Credit Union at no charge, subject to the following:

1. The Credit Union will refurbish and maintain the office space at no cost to the City.
2. The Credit Union will install and pay for its own telephones.
3. Credit Union will enforce the City's policy regarding entry of private vehicles into the operational part of the Corporation Yard, by requiring its members to park private vehicles in the public parking lot north of the shop building.
4. Credit Union may operate the office during reasonable daytime hours, and must receive prior approval of the City Manager for evening, weekend and holiday hours.


Office Space for Palm Springs City Employees Federal  
Credit Union  
Page -2-  
November 21, 1979

5. Credit Union shall hold harmless and defend the City of Palm Springs on account of losses or damages suffered by it or its members due to occurrences arising out of or as a result of the use of the subject office.
6. City agrees to pay the cost of utilities for said office space.
7. The City reserves the right to reclaim said office space and the Credit Union shall receive reasonable notice from the City to vacate said office in case of its need for City use, and the City is to assist in locating another office space in case of such notice to vacate, but at no cost to the City beyond the time to search for available space within its own buildings.
8. Improvements made by the Credit Union to said office space shall become the property of the City of Palm Springs and shall not be removed or replaced without prior consent of the City Manager.

The Credit Union is in agreement with the above conditions.

Attached is a proposed Minute Order approving the granting of office space to the Credit Union.

  
\_\_\_\_\_  
DALLAS J. FLICEK  
Assistant City Manager

  
\_\_\_\_\_  
FRANK O. MARCKS, President  
Palm Springs Employees  
Federal Credit Union

\_\_\_\_\_  
DONALD A. BLUBAUGH  
City Manager

ATTACHMENTS:

1. Minute Order

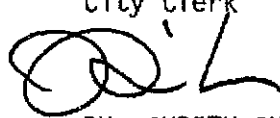
MINUTE ORDER NO. 2738

GRANTING OFFICE SPACE LOCATED IN THE SHOP BUILDING AT THE CITY CORPORATION YARD, 425 NORTH CIVIC DRIVE, PALM SPRINGS, CALIFORNIA, TO THE PALM SPRINGS CITY EMPLOYEES FEDERAL CREDIT UNION AT NO CHARGE, SUBJECT TO CONDITIONS.

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I HEREBY CERTIFY that this Minute Order, granting use of office space located in the Shop Building at the City Corporation Yard, 425 North Civic Drive, Palm Springs, California, at no charge, subject to conditions expressed in the November 21, 1979 report of the Assistant City Manager to the City Council, was adopted by the City Council of the City of Palm Springs, California, in a meeting thereof held on the 21st day of November, 1979.

DONALD A. BLUBAUGH  
City Clerk



BY: JUDITH SUMICH  
Deputy City Clerk

August 25, 2015

City of Palm Springs  
3200 E Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attn: Marcus Fuller

Re: Palm Springs Federal Credit Union Lease

Dear Mr. Fuller,

I appreciate your time this morning regarding our discussions about the merger and the credit union lease agreement. The Palm Springs Federal Credit Union will merge effective August 31, 2015 with Sun Community Federal Credit Union we wish to continue to occupy the existing space the credit union is currently in. We are in the process of looking for a larger facility within 5 miles of our current location. It may be necessary for us to build a location for our new Palm Springs office.

The credit union is looking to stay in the current location until the new location is built this may take several months or possibly a year. Please contact me if you have any further questions. I have asked Mr. Dale Johnson from Sun Community to reach out to you as well.

Sincerely,



Debbie Pitigliano  
CEO



September 15, 2015

Mr. Marcus Fuller  
Assistant City Manager/City Engineer  
City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

Re: Office Space for Sun Community Federal Credit Union

Dear Mr. Fuller:

Sun Community Federal Credit Union is requesting use of office space at the City's Corporation Yard, located at 425 North Civic Drive in Palm Springs, at a monthly rate of \$1.00, based on installation of an ATM inside City Hall.

We wish to continue the lease, with the same terms and conditions, currently in place with Palm Springs Federal Credit Union, as of close of business on August 31, 2015.

The merger between Sun Community Federal Credit Union and Palm Springs Federal Credit Union was effective at close of business on August 31, 2015.

Sincerely,

*Sun Community Federal Credit Union*

  
Glen Justice  
VP of Corporate Services

FACILITY USE AGREEMENT  
(SUN COMMUNITY FEDERAL CREDIT UNION)

This Facility Use Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Palm Springs ("City") and Sun Community Federal Credit Union ("SCFCU"), a federally chartered non-profit corporation concerning the use of office space in the Shop Building at the City of Palm Springs Corporation Yard ("Facility") located at 425 North Civic Drive, Palm Springs, California.

RECITALS

WHEREAS, the City and SCFCU are mutually interested in providing a federally chartered Credit Union serving the employees of the City of Palm Springs and members of their immediate families; and

WHEREAS, through this agreement SCFCU will be afforded the opportunity, on the same basis as other lawful users, to provide services desired by any person who lives, works, worships or volunteers in Imperial or Riverside Counties; and

WHEREAS, the Palm Springs City Employees Federal Credit Union has operated at the facility since November 1979 and most recently merged with SCFCU Federal Credit Union as of close of business August 31, 2015 and is now operating as Sun Community Federal Credit Union ("SCFCU"); and

WHEREAS, the SCFCU merger has expanded financial services available to anyone who lives, works, worships or volunteers in Imperial or Riverside Counties; and

WHEREAS, SCFCU now desires to enter into this Agreement to obtain access and use of the Facility, according to the terms and conditions stated herein.

NOW, THEREFORE, the City and SCFCU do hereby mutually agree as follows:

AGREEMENT

1. TERM.

1.1. Term. This Agreement shall be in full force and effect for a period of one (1) year, beginning September 1, 2015 and ending August 31, 2016. City and SCFCU may renew this Agreement for two (2) additional one (1) year terms, under the same terms and conditions stated herein, except for any changes such as fees and charges for the use of certain facilities as specified in Section 2.

2. TERMINATION. City and/or SCFCU may terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City and/or SCFCU. Nothing shall prohibit termination at less than sixty (60) days' written notice upon any material breach of this Agreement.



2.1. Facility Use. Building known as Shop Building at the City of Palm Springs Corporation Yard on 425 North Civic Drive. The space has been used by the City of Palm Springs Federal Credit Union since November 1979, serving City of Palm Springs employees and members of their immediate families. SCFCU will provide expanded financial services to anyone who lives, works, worships or volunteers in Imperial or Riverside Counties.

2.2. Scheduling of Use. SCFCU may use the Facility in accordance with Section 1.1 only during the times specified in the Schedule, attached as Exhibit "C" and incorporated herein by reference.

2.3. Fees and Charges for Facility Use. SCFCU agrees to pay City Two Hundred Fifty Dollars (\$250.00) per month payable on the first day of each month.

2.4. ATM. SCFCU has an existing ATM inside the office space at 425 North Civic Drive. In addition, SCFCU will install and maintain one additional ATM inside City Hall for public use. SCFCU agrees ATM shall remain at the City Hall location for a term of five (5) years from the September 1, 2015 merger date. SCFCU shall not remove the ATM prior to August 31, 2020 unless requested to do so by the City.

2.5. Mailbox. SCFCU has its own mailbox for incoming mail in front of the building for their exclusive use. For the convenience of City employees, City shall provide a mail slot inside the mail room at City Hall for interoffice mail to be delivered to SCFCU at 425 North Civic Drive.

2.6. Utilities. SCFCU is responsible for establishing telephone lines, in separate accounts from the City, and is responsible for payment of monthly accounts related to these services. All other utilities shall be provided by the City. SCFCU expressly waives any and all claims to the City for compensation for any and all losses or damages sustained for any reason or any defect, deficiency or impairment of any utility system, water supply system, drainage system, electrical apparatus or wires serving the Facility with respect to the loss of the facility for SCFCU functions.

2.7. Signs. No signs may be erected at the Facility, unless SCFCU first obtains written approval from the City, which shall not unreasonably be withheld. All signs posted by SCFCU at the Facility shall conform to all applicable Palm Springs Municipal Code and Palm Springs Zoning Code provisions.

2.8 Improvements. Should SCFCU desire any improvements at the facilities referenced above, SCFCU shall provide City advanced written notice of such improvements, including the proposed scope of work, and obtain City's written approval prior to any commencement of work. SCFCU shall be solely responsible for any tenant improvements at the facilities, and represents and warrants that all improvements by SCFCU or SCFCU's contractors shall comply with all applicable local, state, and federal law, including zoning and building codes and any applicable business licenses. Proof of insurance in favor of the City, covering the proposed work, to the satisfaction of the City Attorney, must be presented to City prior to the commencement of any work. SCFCU is personally responsible for the cost of any proposed improvements. If SCFCU commences

improvements without complying with the procedures outlined herein, the City may declare a material breach of this Agreement and terminate the Agreement immediately without any penalty. In addition, upon expiration or termination of this Agreement for any reason, SCFCU releases all claims to any improvements performed after the commencement date as set forth in Subsection 1.1: Term at the facilities and permits the City to retain or remove any improvements performed after the commencement date as set forth in Subsection 1.1: Term and recover any such costs from SCFCU.

3. SECURITY. SCFCU staff are responsible for locking and securing the building and setting the alarm upon departure. SCFCU has installed their own security alarm system in the building and has contracted separately with a Security System and Monitoring Company for monitoring and response. SCFCU shall comply with Chapter 5.02 of the Palm Springs Municipal Code as an "alarm user" and shall be liable for all false alarm response fees pursuant to Palm Springs Municipal Code §5.02.075 resulting from SCFCU's failure to set the alarm under circumstances required by this Agreement.

4. INSURANCE.

4.1. Minimum Insurance. SCFCU shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

4.1.1. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in an amount not less than Two Million Dollars (\$2,000,000.00) in aggregate. Insurance companies shall have an AM Best's Guide Rating of A-, Class VII or better.

4.1.2. Workers' Compensation Insurance. To the extent required by Labor Code § 3700, SCFCU shall procure and maintain workers' compensation insurance in the amount and to the extent required by law.

4.2. Proof of Insurance. Proof of the insurance required under Section 4 shall be provided to City prior to the execution of this Agreement.

4.3. Primary Insurance. SCFCU's insurance coverage shall be primary with respect to the City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of SCFCU's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

4.4. Endorsements. SCFCU shall obtain an Additional Insured Endorsement designating the City, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of this Agreement. All endorsements shall reference that SCFCU's insurance shall be primary and non-contributory, as outlined in Section 4.3.

4.5. Deductible. Any deductibles or self-insured retentions must be declared to and approved by the City prior to the commencement of this Agreement. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its elected officials, officers, employees, agents, and volunteers; or (2) SCFCU shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. SCFCU guarantees payment of all deductibles and self-insured retentions.

4.6. Amendment of Insurance Policy. SCFCU shall not amend, or allow to be amended, any insurance policy under this Agreement if such amendment is not consistent with the minimum insurance requirements contained herein. Such amendment without the consent of the City shall be considered a material breach of this Agreement and City may immediately terminate this Agreement upon such occurrence.

4.7. No Cancellation of Insurance Policy. SCFCU shall not cancel, or allow to be cancelled, any insurance policy required under this Agreement. If said policies of insurance are cancelled, SCFCU shall, prior to the cancellation date, immediately obtain new insurance consistent with the requirements of this Agreement and immediately submit evidence of such insurance to the City.

4.8. Failure to Obtain Valid Insurance During Use of the Facility. If SCFCU is not minimally insured, as required under Section 4, SCFCU shall be considered in material breach of this Agreement and City may immediately terminate this Agreement.

4.9. No Limitation. The provisions of this Section 4 shall not be construed as limiting in any way the extent to which SCFCU may be held responsible for the payment of damages to any persons or property resulting from SCFCU's activities or the activities of any person or persons for which SCFCU is otherwise responsible.

## 5. INDEMNIFICATION AND DEFENSE.

5.1. Indemnification. SCFCU agrees to indemnify the City, its officers, agents and employees against, and shall hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, including injury or death to any person, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "Claims") that may be asserted or claimed by any persons, firm or entity arising out of or related to this Agreement or SCFCU activities at the Facility, except to the extent that the Claim arises from the sole negligence or willful misconduct of the City, its officers, agents or employees.

5.2. Defense. SCFCU agrees to defend, with counsel acceptable to City, the City, its officers, agents and employees against any Claims that may be asserted or claimed by any persons, firm or entity arising out of or related to this Agreement or SCFCU activities at the Facility, except to the extent that the Claim arises from the sole negligence or willful misconduct of the City, its officers, agents or employees.

5.3. Costs Associated with Indemnification and Defense. SCFCU shall be responsible for all costs incurred by the City that are associated with the indemnification or defense of City by SCFCU.

6. GENERAL PROVISIONS.

6.1. Notice. All notices, demands and requests which may be given or which are required to be given by any party to this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (1) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (2) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (3) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx Corporation, UPS, or DHL) addressed to such party at the address specified below; or (4) on the business day sent via facsimile transmission to the facsimile numbers below, as evidenced by a printed confirmation of the successful electronic transmission of the message prior to 2:00 p.m. (Pacific Standard Time), or otherwise delivery shall be considered to be on the following business day; (5) email sent to the addressees listed below, effective the first business day after delivery of the email. For purposes of this section, the addresses of the parties for all notices are as follows:

6.1.1. City.

City Manager or City Clerk  
City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262  
(760) 323-8299

Email (City Manager): [David.ready@palmspringsca.gov](mailto:David.ready@palmspringsca.gov)  
Email (City Clerk): [Jay.thompson@palmspringsca.gov](mailto:Jay.thompson@palmspringsca.gov)

6.1.2. SCFCU.

Glen Justice, Vice-President of Corporate Services  
Sun Community Federal Credit Union  
P.O. Box 4210  
El Centro, CA 92244-4210  
(760) 336-8609  
Email: [gjustice@suncommunityfcu.org](mailto:gjustice@suncommunityfcu.org)  
Email: [cjustice@suncommunityfcu.org](mailto:cjustice@suncommunityfcu.org)  
Email: [djohnson@suncommunityfcu.org](mailto:djohnson@suncommunityfcu.org)

SCFCU shall be responsible for notifying the City, in writing, of any changes in SCFCU's address.

6.2. California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and SCFCU covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

6.3. Waiver. No delay or omission in the exercise of any right or remedy by a non- defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.4. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.5. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

6.6. Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows that are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6.7. Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to SCFCU, or any successor-in-interest, in the event of any default or breach by the City or for any amount that may become due to SCFCU or to its successor, or for breach of any obligation of the terms of this Agreement.

6.8. Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement that affects his financial interest or the financial interest of any corporation, partnership or association in which he is directly or

indirectly interested, in violation of any state statute or regulation. SCFCU warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement. Notwithstanding the foregoing, any and all officer and employees of the City shall be offered membership in SCFCU on the same terms and conditions available to all other eligible members.

6.9. Covenant Against Discrimination. SCFCU covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that, to the extent permitted by law, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, gender, marital status, sexual preference, domestic partnership status, national origin or ancestry in the performance of this Agreement.

6.10. Compliance with Governing Law. SCFCU shall comply with all applicable laws, codes, ordinances and regulations of the federal, state, and local government.

6.11. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

6.12. Modification. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.13. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that this invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.14. Successors. The terms and conditions contained herein shall be binding on and inure to the parties to this Agreement, their administrators, representatives, successors and assigns, except as otherwise provided in this Agreement.

6.15. Assignment. SCFCU may not assign or transfer its interest under this Agreement without City's prior written consent, which consent may be withheld, conditioned or delayed in City's sole and absolute discretion. Any attempted assignment, sublet or transfer made in violation of this provision shall be void.

6.16. Venue. Any action at law or in equity brought by either party to this Agreement regarding the subject matter of this Agreement shall be filed in the Superior Court of the State of California for the County of Riverside, Indio Branch.

6.17. Headings. The headings used in this Agreement are employed solely for

convenience of the parties and are not to be used as an aid in interpretation.

6.18. Relationship. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent or of partnership or joint venture between City and SCFCU.

6.19. Authority to Enter into Agreement. The persons executing this Agreement on behalf of SCFCU warrants that they are duly authorized to execute and deliver this Agreement on behalf of said party, and by so executing this Agreement, such party is formally bound to the provisions of this Agreement.

6.20. Counterparts and Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any facsimile of the original shall be treated as an original. The party submitting any facsimile must submit a copy of the original to the other Party within a reasonable time after the transmission of the facsimile.

6.21. Entire Agreement. This Agreement constitutes the entire Agreement between City and SCFCU. There are no oral agreements between the parties hereto affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

CITY OF PALM SPRINGS

\_\_\_\_\_  
Date: \_\_\_\_\_  
David H. Ready, City Manager

ATTESTED:

\_\_\_\_\_  
Date: \_\_\_\_\_  
James Thompson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Douglas C. Holland, City Attorney

SUN COMMUNITY FEDERAL CREDIT UNION

\_\_\_\_\_  
Date: \_\_\_\_\_  
Glen Justice  
Vice-President of Corporate Services

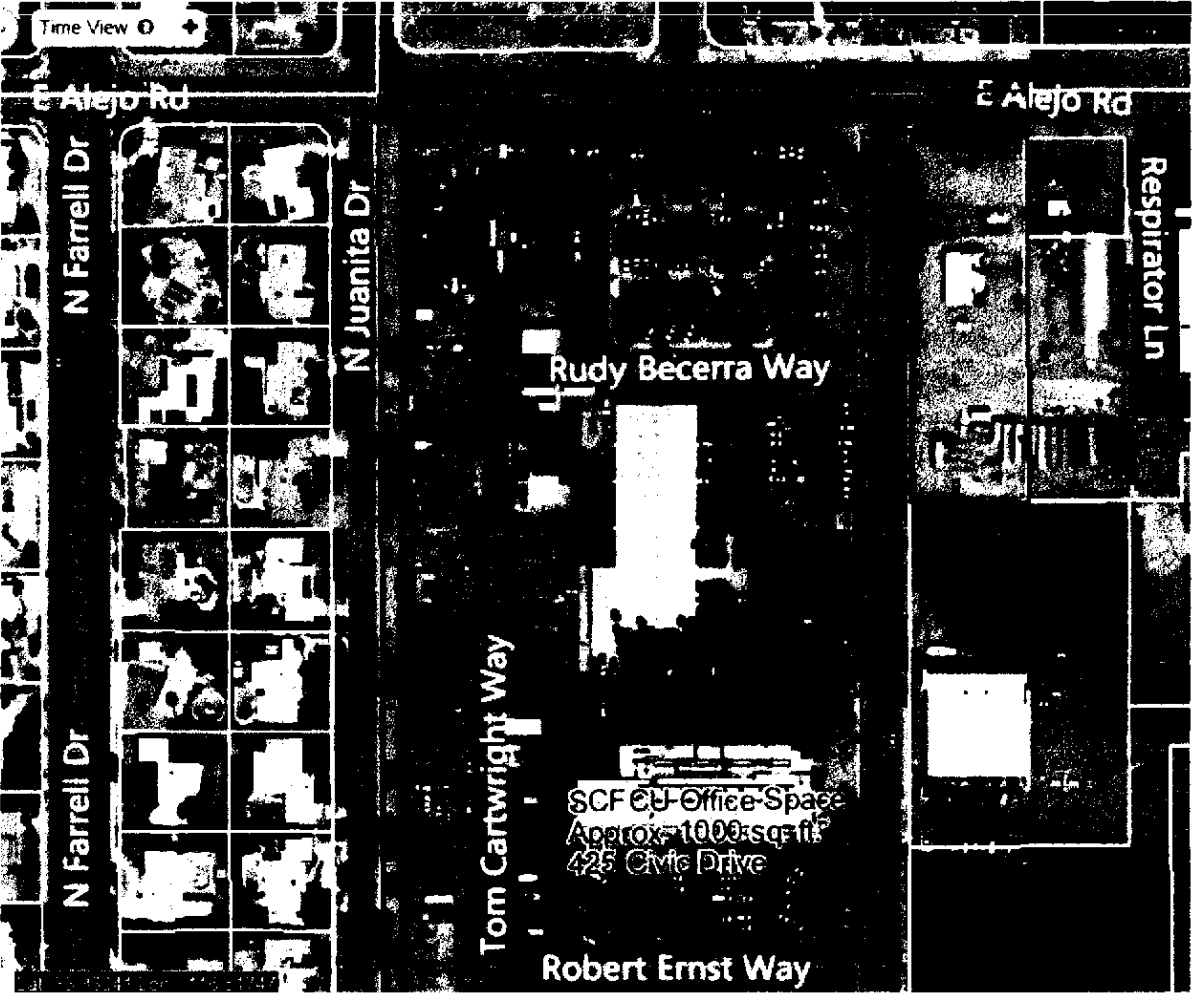
*If Sun Credit Union is a corporation, a Corporate Resolution and/or Corporate Seal is required.  
If a partnership, Statement of Partnership must be submitted to City.*



EXHIBIT "A"  
(RULES AND REGULATIONS)

1. SCFCU is responsible for maintaining the security of attendees and parked vehicles at the Facility through its own efforts, within the scope of SCFCU's use of the Facility or any portion thereof.
2. All of SCFCU's refuse and rubbish shall be removed on a regular basis and discarded in a trash bin designated for SCFCU use by the City. SCFCU shall not place any rubbish or other matter outside any building within the Facility, except in such containers as are authorized by the City.
3. No radio or television or other similar device audible outside the facility shall be installed without obtaining in each instance the written consent of the City. No aerial shall be erected on the roof, exterior walls or grounds of the Facility without first obtaining in each instance the written consent of the City which consent shall not be unreasonably withheld or delayed. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
4. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Facility without complying with the provisions of the City's Noise Ordinance.
5. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.
6. SCFCU will not allow animals, except seeing-eye/service dogs, in, about or upon the Facility.

EXHIBIT  
"B"  
(FACILITY)



**EXHIBIT "C"**  
**(SCHEDULE)**

**SCFCU will be open to the public Monday through Friday 9:00 am to 5:00 pm except on Federally recognized holidays.**