



CITY COUNCIL STAFF REPORT

DATE: December 17, 2008 CONSENT AGENDA

SUBJECT: AWARD RFP FOR AUTOMATED TELLER MACHINE (ATM) LICENSE AGREEMENT TO UNIVERSAL MONEY CENTERS, INC. EFFECTIVE JANUARY 4, 2009

FROM: David H. Ready, City Manager

BY: Aviation Department

SUMMARY

The requested action will provide a three (3) year License Agreement for automated teller machine (ATM) services at the Palm Springs International Airport with two one-year options effective January 4, 2009.

RECOMMENDATION:

1. Approve award of license agreement to Universal Money Centers, Inc. to provide Automated Teller Machine (ATM) Services at the Airport effective January 4, 2009 through January 3, 2012 with two one-year options.
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The availability of Automated Teller Machines (ATMs) is an important service to many travelers at Palm Springs International Airport and the contract for two ATMs will expire on January 3, 2009. Staff issued and posted to the City's website a Request for Proposals (RFP 09-09) on November 19, 2008 with a closing date of December 5, 2008. 14 financial institutions were solicited with the notice of RFP. Three proposals were received and evaluated by a committee composed of Airport and Finance staff.

The proposals were rated on the following criteria:

1. Transaction fee to the City
2. Customer transaction fee
3. Completeness of proposal
4. Background and experience of firm
5. Sufficiency of equipment

The three proposals received the following overall scores:

- | | |
|----------------------------------|-------|
| 1. Universal Money Centers, Inc. | 86.0% |
| 2. U.S. Bank | 82.7% |
| 3. Insta Cash | 45.0% |

Universal Money Centers proposed keeping the customer fee unchanged at \$2.25 per withdrawal to begin the new agreement not to exceed \$2.50 for the remaining agreement term. There are no other customer fees. Universal Money Centers proposed a transaction fee to the City of \$1.25 (YR 1), \$1.30 (YR 2) and \$1.35 (YR 3-5). Universal can meet the agreement start date of January 4, 2009 with a two week Notice to Proceed. Universal Money Centers currently has ATMs in Sacramento, Gainesville and Panama City Airports as well as off-Airport locations. Universal Money Centers has been in the ATM business for 27 years.

U.S. Bank proposed a higher withdrawal fee of \$3.00 per transaction with various other customer fees at lesser amounts. U.S. Bank customers would receive free access to the ATMs. U.S. Bank proposed a City percentage fee structure (10-55%) that increases based on higher volume instead of a set transaction fee. U.S. Bank would require at least 60 days from contract execution to install the new ATMs. U.S. Bank has ATMs at Portland, Seattle, St. Louis, Minneapolis / St. Paul and Colorado Springs Airports as well as off-Airport locations. U.S. Bank has over 30 years of ATM experience.

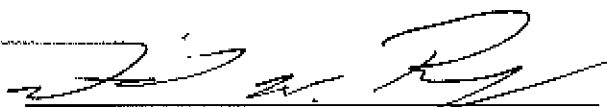
The proposed new license agreement will increase the number of ATMs to three at the Airport; one unit in the center Main Terminal and two units post-security at the Bono and New Concourses. The term of the license agreement will be for five years consisting of a base term of three years and two, one-year options.

FISCAL IMPACT:

The revenue generated from the Universal Money Centers, Inc. ATM License Agreement will be relatively the same as the City receives under the current agreement, approximately \$25,000 per annum. With the addition of a third ATM at the New Concourse the revenue may increase although ATM revenue for 2008 is down 8% due to overall economic conditions.



Thomas Nolan, A.A.E.
Executive Director, Airport



David H. Ready, City Manager

**LICENSE AGREEMENT FOR
AUTOMATED TELLER MACHINE
(Palm Springs International Airport)**

THIS LICENSE AGREEMENT ("License") is made and entered into, to be effective the ___ day of _____, 2009, by and between the CITY OF PALM SPRINGS, a charter city and California municipal corporation ("City"), and _____ a _____ ("Licensee"). City and Licensee may hereinafter be referred to individually as a "Party" and collectively as "Parties."

RECITALS

- A. City is the fee owner of that real property known as the Palm Springs International Airport, located at 3400 East Tahquitz Canyon Way in the City of Palm Springs, California ("Property").
- B. The Property consists of an international airport terminal and adjacent buildings.
- C. City believes that travelers and visitors using the City's airport terminal and related facilities would benefit from the convenience and accessibility of automated teller machines (ATM's") located within the Property.
- D. Licensee is a federally insured bank desiring to operate three (3) ATM's within the Property.
- E. Pursuant to a request for proposals, City has selected Licensee to install, maintain, and operate ATM's, as described in the Scope of License (Exhibit 'A' to this License), within the airport terminal of the Property.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, the Parties hereto incorporate the recitals set forth above and further agree as follows:

1.0 SERVICES OF LICENSEE

1.1 Grant of Access. City hereby grants to Licensee, its employees and agents, a non-exclusive license and permission to enter upon and use a portion of the Property ("License Area") for the limited purposes of operating ATM's. A site plan for the Property depicting the License Areas, as well as the approximate location for the ATM's, is attached to this License as Exhibit "B". The License granted herein shall be valid for the term set forth below only. Licensee expressly acknowledges that this License is nonexclusive and nothing in this License shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a). Licensee further acknowledges that the City operates a commercial and public airport on the Property, such that City's employees, agents, tenants, and the general public, including the traveling public and users of commercial airline services may also access the License Areas. For the purpose of this License, the term "Licensee" includes the heirs, representatives, successors in interest, and assigns of Licensee.

1.2 General Scope of Use. Pursuant to this License and for the term provided in this License, Licensee may use the License Areas to install, maintain, and operate a general ATM kiosk, as provided in the Scope of License. The final design of the ATM kiosk, the precise location of the ATM kiosk, and manner in which the ATM kiosk will be installed and maintained are subject to the review and approval by the City's Director of Aviation prior to installation of the ATM kiosk.

Licensee may not use the ATM's to advertise for other businesses or events; however, Licensee may have one sign on the ATM's identifying Licensee as the operator of the ATM's. The ATM's shall not incorporate features to attract members of the public for purposes other than the use of the ATM's.

1.3 Preparation of the License Areas.

1.3.1 Familiarity with Requirements. Licensee warrants that Licensee: (a) has thoroughly investigated and considered the Scope of License and all work and requirements specified in the Scope of License and otherwise expected of the Licensee; (b) has carefully considered how the Scope of License and the work and requirements should be performed and provided; and (c) fully understands the facilities, difficulties, and restrictions (including but not limited to all requirements of the federal government) attending performance of the Scope of License and the work and requirements under this License. Licensee has fully investigated the License Areas and is fully acquainted with the conditions existing in the License Areas. Should the Licensee discover any latent or unknown conditions which will materially affect the performance of the Scope of License, Licensee shall immediately inform the City's Director of Aviation of such fact and shall not proceed except at Licensee's risk until written instructions are received from the City's Director of Aviation.

1.3.2 Installation. All costs of installation shall be borne by the Licensee and Licensee shall reimburse the City for any costs the City incurs in preparing the License Areas for use by the Licensee, including any arrangement or work performed to provide electrical power and telephone service to the License Areas accessible to the ATM kiosk location. The ATM kiosk shall not be installed or placed into operation until the City has been fully reimbursed its costs as provided in this Subsection.

1.4 Regulations. Licensee shall ensure that the use of the License Areas by Licensee and its agents, officers, and employees (collectively "Licensee's Parties") during the Term comply with all federal, state, and local laws and ordinances.

1.5 Licenses, Permits, Fees, and Assessments. Licensee shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this License. Licensee shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Licensee's performance of the services required by this License, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder.

1.5.1 Sales and Use Tax. Licensee shall be solely responsible for the payment of all sales and use taxes relating to any taxable transactions in connection with the operation of the ATM's.

1.5.2 Real Property Taxes. The parties expressly acknowledge that, as a result of this License, the License Areas may become subject to real property taxes and that, in addition to the License Fee, Licensee shall pay any and all annual real estate taxes and assessments levied upon the License Areas (including any possessory interest taxes), as well as taxes of every kind and nature levied and assessed in lieu of, in substitution for, or in addition to, existing real property taxes. Such amount shall be paid on the date that is twenty (20) days prior to the delinquent date or, if City receives the tax bill, ten (10) days after Licensee's receipt of a copy of the tax bill from City, whichever is later.

1.6 Licensee's Proposal. The Scope of License shall include the Licensee's proposal; "Exhibit C" to this Agreement. In the event of any inconsistency between the terms of such proposal and this License, the terms of this License shall govern. In the event of any inconsistency with the terms of Exhibit "C" and Exhibit "A", the terms of Exhibit "A" shall govern.

1.7 Security.

1.7.1 General. The parties acknowledge that the security of the public, the License Areas, and the ATM's is a priority. For this reason, Licensee shall implement safeguards to minimize security breaches. The ATM's shall be appropriately affixed to the floor of the License Areas in the manner provided in the Scope of License. An internal camera in the ATM's shall capture the physical image of all ATM users, which may be used in the event of a dispute, theft, or fraud.

1.7.2 Armored Courier. At all times during the term of this License, Licensee shall maintain an agreement with an armored and bonded courier to provide service to the ATM's for cash fills, balancing, supply replenishment, and similar matters. Licensee shall schedule cash fills either weekly or bi-weekly, depending upon the need for cash. Licensee shall be responsible for securing such security clearances as the federal government may require for such courier to have access to the License Areas.

1.7.3. Additional Security. Licensee shall be solely responsible for the cost of any additional security deemed necessary in connection with the ATM's.

1.8 Maintenance. Licensee shall maintain the ATM's and all utilities providing services to the ATM's in a first class condition, as needed or as may be directed by the City's Director of Aviation, at Licensee's sole cost and expense. When utility maintenance is required, Licensee shall so notify the City's Director of Aviation and City shall, in conjunction with any applicable utility company, make the necessary repairs. Any costs incurred by City in connection with such repair of utilities for the ATM's shall be reimbursed by Licensee. As further discussed in Subsection 5.2, Licensee shall have the sole obligation to maintain the License Areas and adjacent property free from waste, such as ATM's receipts, which may be generated in connection with the use of the ATM's.

1.9 Free From Liens. Licensee shall keep the Property and the License Areas free from any liens arising out of any work performed, material furnished, or obligation incurred by Licensee or alleged to have been incurred by Licensee.

2.0 COMPENSATION

2.1 License Fee. In exchange for the non-exclusive use of the License Areas pursuant to this License, Licensee shall pay the City, within the times and manner set forth herein, the greater amount of _____ (\$) per month or _____ (\$) per transaction for each transaction occurring at the ATM's installed on the Licensed Areas. This license fee shall be paid from a portion of, not in addition to, any transaction convenience fee received by Licensee. However, should Licensee elect to not charge a transaction fee to cardholders of Licensee's bank or any other customer(s) of the ATM's, Licensee will nonetheless pay City the license fee for each transaction conducted at the ATM's. Transaction herein is defined as any withdrawal or any other surchargeable transaction.

2.2 Method of Payment. Licensee shall be solely responsible for collecting all compensation from ATM's customers or their respective financial institutions. By no later than the twentieth (20th) day of each month of the Term, including the twenty-fifth (25th) of the month

following termination of this License, Licensee shall pay to City all fees due City under Subsection 2.1 for the immediately preceding month, which payment shall be accompanied by an itemized statement showing the number of customer transactions completed from the ATM's.

2.3 Payment Reports. By no later than April 30th of each year of the Term of this License, and including April 30th on the year following the termination of this License, Licensee shall provide audited financial statements, certified by an authorized officer of Licensee, confirming the number of transactions performed and fees generated from the ATM's under this License for the previous agreement year. Should the audited statements show any underpayment by Licensee to City, Licensee shall pay such difference to City within ten (10) days of City's demand therefore plus three percent (3%) of such underpayment. Should the audited statements show any overpayment by Licensee to City, City shall reimburse Licensee for the actual amount of such overpayment as a credit to the following month's revenues due to City, provided such overpayment is confirmed by the City's Department of Finance. If an overpayment is discovered after termination of this License, City shall reimburse Licensee the amount of the overpayment within ten (10) business days of City's receipt of the audited statements.

2.4 Maximum Transaction Fee. Licensee may charge a transaction fee not to exceed _____ Dollars (\$) to process a cash withdrawal of funds at the ATM's. Such convenience fee shall be payable from each cardholder's bank account. The transaction fee shall not assess against or charged the City.

3.0 TERM

Unless earlier terminated in accordance with Subsections 8.5 or 8.6 of this License, this License shall entitle Licensee to non-exclusive use of the License Areas for the limited purposes described herein from _____ through _____ ("Term"). At the sole discretion of the City, this agreement may be extended for two additional one (1) year option periods. At the conclusion of this Term, unless this License has been extended by the parties by pursuant to a written agreement Licensee must remove the ATM's and surrender the License Areas pursuant to Subsection 5.1.

4.0 COORDINATION OF WORK

4.1 Representative of Licensee. The following principal of Licensee is hereby designated as being the principal and representative of Licensee authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith: _____. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal was a substantial inducement for City to enter into this License. Therefore, the foregoing principal shall be responsible, during the term of this License, for directing all activities of Licensee with respect to the ATM's. For purposes of this License, the foregoing principal may not be replaced nor may his responsibilities be substantially reduced by Licensee without the express written approval of City.

4.2 City's Director of Aviation. The City's Director of Aviation, or the Director's designee, shall be responsible for the management of this License on behalf of the City. It shall be the Licensee's responsibility to ensure that the City's Director of Aviation is kept informed of all matters relating to the ATM's and the Licensee shall refer any decisions which must be made by City to the City's Director of Aviation. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City's Director of Aviation. The City's Director of Aviation shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this License.

4.3 License is Assignable. This License shall become effective immediately and is personal to the Licensee and may only be assigned with the express written consent of the City. Any attempt to otherwise assign this license without the City's express written consent shall be void and unenforceable and shall operate to immediately terminate this License Agreement.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Licensee, its agents or employees, perform the services required herein, except as otherwise set forth in this License. City shall have no voice in the selection, discharge, supervision, or control of Licensee's employees, servants, representatives or agents, or in fixing their number, compensation, or hours of service. Licensee shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Licensee shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Licensee in its business or otherwise or a joint venturer or a member of any joint enterprise with Licensee.

5.0 PROPERTY RELATED ISSUES

5.1 Waste, Damage, or Destruction: Surrender of Property. The Licensee shall not allow any waste, damage, or destruction to occur in or to the Property or the License Areas. When this License terminates, upon such termination, Licensee, as its sole cost and expense, shall repair any waste, damage, or destruction and shall restore the License Areas to that condition existing prior to Licensee's use of the License Areas. Should Licensee fail to vacate the License Areas in a clean and undamaged condition, City may arrange for the cleaning and/or repair of the License Areas, the cost of which will be immediately reimbursed by Licensee, and Licensee will be additionally penalized ONE THOUSAND DOLLARS (\$1,000) per day, or portion thereof, that the License Areas is unavailable for its normal use or for the commencement of replacement services.

5.2 Waste Receptacle and Waste Removal. Licensee shall be required to have one permanent waste receptacle on the License Areas at all times. This requirement may be satisfied with a waste receptacle that is incorporated into the ATM's itself, or the waste receptacle may be a separate free standing object. Licensee shall have the sole obligation to maintain the License Areas, and adjacent property, free from all waste, including but not limited to ATM's receipts, which is generated in connection with the use of the ATM's. This obligation shall require Licensee to ensure that the waste receptacle is emptied on a regular basis at sufficient intervals to allow the waste receptacle to retain capacity for the disposal of additional waste.

5.3 Customer Service Help Line. Should Licensee desire to install a customer service help line at the ATM's, Licensee shall have the sole financial responsibility to operate, install, and maintain a telephone line to establish the help line. If City's assistance is necessary for the installation or maintenance of such line, City's costs shall be reimbursed by Licensee.

5.5 Modification of License Area. Any future modification of the License Areas which is required by law shall be undertaken at Licensee's sole expense, subsequent to receipt of written approval by the City.

6.0 INSURANCE AND INDEMNIFICATION

6.1 Insurance. Prior to its ability to access the License Areas, Licensee will provide City with proof of insurance, at Licensee's sole cost and expense, to remain in full force and effect during the entire term of this License. The following policies of insurance shall be maintained:

6.1.1 Workers' Compensation Insurance. Workers' Compensation Insurance in an amount required by the laws of California and Employer's Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for all damages arising from each accident or occupational disease.

6.1.2 Commercial General Liability. Commercial General Liability Insurance written on a per-occurrence and not a claims-made or modified occurrence basis with a combined single limit of at least ONE MILLION DOLLARS (\$1,000,000) bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The policy must include Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insured's clause. There shall be no exclusions for continuing or progressive losses not known by Licensee to exist prior to the policy inception. The policy may not contain any SIR/deductible exceeding \$25,000 and the policy must permit satisfaction of the SIR/deductible by City or its related entities. Licensee agrees to maintain this coverage for a minimum of ten (10) years following termination of this License.

6.1.3 Automobile Liability Insurance. A policy of comprehensive automobile liability insurance written on a per-occurrence basis in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit covering all owned, non-owned, leased, and hired vehicles used in connection with operations occurring on the Property.

6.1.4 Other Insurance. Such other policies of insurance including, but not limited to, casualty insurance, business interruption insurance, property insurance, and fidelity insurance, as may be required by the nature of operations.

6.1.5 General Provisions. All of the foregoing policies of insurance shall name City and its affiliated entities, and their respective officers, directors, agents, and employees (collectively, "City's Parties.") as an Additional Insured and shall be primary insurance and any insurance maintained by City shall be excess and non-contributing. Each insurer of Licensee shall waive all rights of contribution and subrogation against City's Parties and its respective insurers. Each of such policies of insurance shall name City's Parties. All policies of insurance required to be obtained by Licensee hereunder shall be issued by insurance companies authorized to do business in California and must be rated no less than A-, VII or better in Best's Insurance Guide. Prior to engaging in any operations hereunder, Licensee shall deliver to City certificate(s) of insurance with the required endorsements evidencing the coverages specified above. Such policies shall not be cancelled or materially altered to the detriment of City or Licensee without the insurer providing City with thirty (30) days' advance written notice. City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Licensee create higher than normal hazards and risks, and, to require Licensee to name additional parties in interest to be Additional Insured's. Nothing in this Section shall reduce Licensee's obligations as set forth in the Indemnity provisions of this License.

6.1.6 Waiver of Subrogation. Licensee hereby waives all rights of recovery by subrogation. This waiver includes but is not limited to deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, against City, and its elected officials, officers, directors, agents, and employees, in connection with any matters that are the subject of the License.

6.2 Indemnification by Licensee. Licensee shall indemnify, defend (with counsel designated by City), protect and hold harmless City, City's Parties and the Releasing Parties from and against any and all claims, demands, judgments, actions, damages, losses, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees and court costs) arising

at any time directly or indirectly from or in connection with (i) any default in the performance of any obligation by Licensee to be performed under the terms of this License, (ii) Licensee's use of the License Areas, or (iii) the conduct of Licensee's business or any activity, work or things done, permitted or suffered by Licensee in or about the Property, except to the extent caused by City's negligence or willful misconduct. The obligations of Licensee under this Article 6 shall survive the expiration or earlier termination of this License.

Licensee, as a material part of the consideration to City, hereby assumes all risk of damage to the License Areas, including, without limitation, injury to persons in, upon or about the License Areas during Licensee's use of the License Areas, arising from any use of the ATM's or other activities of Licensee or Licensee's Parties on the License Areas. Licensee hereby waives all claims with respect thereof against City. City shall not be liable for any injury to the License Areas, ATM's, or injury to or death of any of Licensee's Parties, or injury to the ATM's, or injury to or death of any other person in or about the License Areas from any cause except to the extent caused by the negligence or willful misconduct of the City or the City's Parties.

6.3 Assumption of All Risks and Liabilities. Licensee assumes all risks and liabilities arising out of any and all use of the License Areas by Licensee or Licensee's Parties.

7.0 REPORTS AND RECORDS

7.1 Reports. Licensee shall periodically prepare and submit to the City's Director of Aviation such reports concerning the use of the ATM's as the City's Director of Aviation shall require.

7.2 Records. Licensee shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this License and enable the City's Director of Aviation to evaluate the performance of such services. The City's Director of Aviation shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Licensee, its employees, subcontractors and agents in the performance of this License shall be the property of City and shall be delivered to City upon request of the City's Director of Aviation or upon the termination of this License, and Licensee shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Licensee will be at the City's sole risk and without liability to Licensee, and the City shall indemnify the Licensee for all damages resulting therefrom. Licensee may retain copies of such documents for its own use. Licensee shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Licensee fails to secure such assignment, Licensee shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Licensee in the performance of services under this License shall not be released publicly without the prior written approval of the City's Director of Aviation.

8.0 ENFORCEMENT OF LICENSE

8.1 Governing Law. This License shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

8.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered.

8.3 Waiver. The waiver of any breach of any provision hereunder by City or Licensee shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any Party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

8.4 Severability. If any paragraph, section, sentence, clause or phrase contained in this License shall become illegal, null or void, against public policy, or otherwise unenforceable, for any reason, or held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the License shall not be affected thereby.

8.5 Termination Prior to Expiration of Term. This Section shall govern any termination of this License. The City reserves the right to terminate this License at any time, with or without cause, upon thirty (30) days' written notice to Licensee, except that where termination is due to the fault of the Licensee, the period of notice may be such shorter time as may be determined by the City's Director of Aviation. The parties further agree that if Licensee: (i) files a petition in bankruptcy, (ii) is adjudicated bankrupt, (iii) if a petition in bankruptcy is filed against Licensee and not discharged within thirty (30) days, (iv) if Licensee becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or (v) if a receiver is approached for Licensee or its business during the Term of this License, City may terminate this License upon twenty-four (24) hours' written notice to Licensee. In addition, Licensee reserves the right to terminate this License at any time, with or without cause, upon thirty (30) days' written notice to City. Upon receipt of any notice of termination during the Term, Licensee shall immediately cease the operation of the ATM's, and shall clean, repair and vacate the License Areas.

8.6 Termination for Default. If termination is due to the failure of Licensee to fulfill its obligations under this License, including but not limited to the provisions of Section 10 of this License, City may give Licensee thirty (30) days' written notice of the termination and the reasons therefore to Licensee. Licensee may be found to be in default for Licensee's failure to comply with any term or condition of this License, to acquire and maintain all required insurance policies, bonds, licenses, and permits, or failure to make satisfactory progress in performing under this License. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Licensee under this License shall become the property and be delivered to the City on demand. The City may, upon termination of this License, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this License.

8.7 Attorney's Fees. If either party to this License is required to initiate or defend or made a party to any action or proceeding in any way connected with this License, the prevailing party in such action or proceeding in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs.

9.0 CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Licensee, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Licensee or to its successor, or for breach of any obligation of the terms of this License.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this License nor shall any such officer or employee participate in any decision relating to the License which effects 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. Licensee warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this License.

9.3 Standard Covenant Against Discrimination. Licensee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this License. Licensee shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.4 Americans With Disabilities Act. In its operation and maintenance of the ATM's, Licensee shall comply with the Americans with Disabilities Act and all federal regulations applicable under the Act.

10.0 FAA REQUIRED PROVISIONS

10.1 Airport Concession Disadvantaged Business Enterprise (ACDBE) This license agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

10.2 In the event of a breach of the covenants specified in Subsection 10.1 and 10.2 of this License, City shall have the right to terminate the License and to reenter and repossess the License Areas and the facilities thereon and hold the same as if said License had never been made or issued. This provision does not become effective until the procedures of Title 49, Code of Federal Regulations, and Part 23 are followed and completed, including the expiration of any appeal rights.

10.3 License shall furnish its services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for its services; provided that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchases or other rational, reasonable basis. Non-compliance with this provision shall constitute a material breach of this License and in the event of such non-compliance, City shall have the right to terminate this License and any interest in property created without liability or at the election of the City or the United States

either or both Governments shall have the right to judicially enforce this provision.

10.4 Licensee agrees that it shall insert the above three provisions in any agreement or contract by which Licensee grants a right or privilege to any person, partnership, or corporation to render services to the public on the Lease Areas pursuant to this License. Nothing in this provision shall be construed as waiving any obligations or requirements of the Licensee pursuant to Subsection 4.3 of this License or abrogate the rights of the City pursuant to such subsection.

10.5 The License shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation, or maintenance of the Property.

10.6 This License, and all provisions hereof, shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Property or the exclusive or non-exclusive use of the Property by the United States during a time of war or national emergency.

11.0 MISCELLANEOUS PROVISIONS

11.1 Headings. The headings of this License are for purposes of reference only and shall not limit or define the meaning of the provisions of this License.

11.2 Counterparts. This License may be signed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

11.3 Labor Disputes. Licensee shall give prompt notice to City of any actual or potential labor dispute which delays or may delay performance of this License.

11.4 California Law. This License 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 License shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Licensee covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

11.5 Disputes. In the event of any dispute arising under this License, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this License for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or the Licensee's right to terminate this License without cause pursuant to Subsection 8.5.

11.6 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this License, 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.

11.7 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 License, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this License.

11.8 Reservation of City Rights. City reserves the right, but shall not be obligated to Licensee, to maintain and keep in good repair the Property or the Lease Areas. The City further reserves the right to direct and control all activities of Licensee consistent with the provisions of this License.

11.9 Interpretation. The terms of this License 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 License or any other rule of construction which might otherwise apply.

11.10 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this License and this License 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 License. This License may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.11 Corporate Authority. The persons executing this License on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this License on behalf of said party, (iii) by so executing this License, such party is formally bound to the provisions of this License, and (iv) the entering into this License does not violate any provision of any other License to which said party is bound.

11.12 Notice. Any notice required or permitted to be given hereunder shall be in writing and signed by the Party, officer or agent of the Party to whom it is to be sent, and shall be either: (1) personally delivered to the Party to whom it is to be sent, or (2) sent via overnight courier services, or (3) sent via certified or registered mail, return receipt requested, postage prepaid to the respective addresses, or such other addresses as the Parties may specify in writing:

To City: City of Palm Springs
 Department of Aviation
 Palm Springs International Airport
 3400 East Tahquitz Canyon Way, Suite OFC
 Palm Springs, California 92262-6966

To Licensee: Universal Money Centers, Inc.
 6800 Squibb Road
 Mission, KS 66202

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

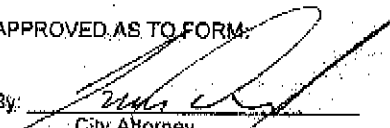
ATTEST:

CITY OF PALM SPRING
a municipal corporation

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By: 
City Attorney

CONTRACTOR: Check one: Individual Partnership Corporation

Corporations require two notarized signatures: One from each of the following: A. Chairman of Board, President, or any Vice President; AND B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

State of _____

State of _____

County of _____

County of _____

On _____ before me, _____

On _____ before me, _____

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

personally appeared _____ who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature: _____

Notary Signature: _____

Notary Seal:

Notary Seal:

EXHIBIT "A"

SCOPE OF LICENSE

Licensee agrees to provide the following services:

- A. The Licensee shall be required to provide, install, operate, and continuously maintain in proper operating condition, at its own expense, three (3) ATM's in the locations set forth in the attached Exhibit "B", the exact location of which will be subject to the approval of the City's Director of Aviation.
- B. An ATM is defined for purposes herein as an electro-mechanical device, owned, operated, and maintained by the Licensee, and used by its customers (cardholders having accounts with the Licensee or cardholders having accounts with other financial institutions which entitles them access) for the purpose of executing banking-related transactions solely between the Licensee and its customers on an automated basis.
- C. ATM's utilized by the Licensee during the term of the License must be new and shall present a "First-class" appearance, technologically state of the art upon introduction into service, and compatible with any space limitations of the Premises. Licensee is encouraged to propose utilization of equipment incorporating advanced design/customer service options (such as 24-hour customer service telephone, audible instructions, multi-lingual display, recessed keyboard, protruding writing ledge, camera providing photographic record of each transaction or constant monitoring, dial back-up, privacy screen, light compensating screen and touch-screen display).
- D. All ATM's must, at a minimum be: 1) affiliated either with one or more national ATM banking networks (such as CIRRUS, Plus, or Starr), and/or one or more regional ATM banking networks) and display all such affiliations on the exterior of the ATM's; 2) equipped with internal diagnostic equipment to electronically signal Licensee of malfunctions that have or may cause the ATM's to become inoperative (such as card jam, equipment failure, cash dispensing problems, possible vandalism, electrical overloads, communication breakdown, or an out-of-stock condition; 3) equipped with a placard providing telephone numbers of Licensee's 24 hour customer service department for use by card holders experiencing difficulty; 4) available for use and operational on a 24-hour per day basis throughout the term of the Agreement; 5) equipped with a paper waste receptacle; and 6) designed to minimize glare and allow the user a feeling of privacy.
- E. Licensee shall have the nonexclusive right, privilege and obligation to install, operate and maintain (within the Airport) ATM's.
- F. For the purpose of operating the License as described herein, and for no other purpose, the City will allow the selected Licensee, its employees, subcontractors, suppliers, service persons, licensees, guests, patrons, and invitees the right to use the areas of the Airport specified herein, including the necessary rights of access and ingress and egress from the Premises.

- G. Title to the ATM's equipment shall remain with the selected Licensee.
- H. Licensee shall perform all alteration work necessary for the installation of its ATM's at no cost to the City and subject to the indemnification clause at Article 6.0.
- I. The City will pay all utility costs related to the services provided Licensee by under the License except telephone or any other telecommunications charges in connection with operation of the ATM's.
- J. Service and maintenance of the ATM's are as follows:
 - (i) Any and all first line maintenance to be provided at Bank's sole expense.
 - (ii) Cash replenishment to be provided by Bank on an as-needed basis.
 - (iii) ATM's hardware maintenance to be supplied by Bank at Bank's sole expense.
 - (iv) City shall provide for required electrical power lines and usage, as well as telephone line and usage for ATM's.
- K. Bank agrees to provide normal and reasonable maintenance to the equipment provided for in this License. Bank agrees to take reasonable steps to repair malfunction(s) within 24 hours.
- L. In the event the City requires the ATM's to be moved after the initial installation, all costs associated with such move shall be paid by the City.
- M. By no later than June, 30 of each year of the term of this License, and including June 30 on the year following the termination of this License, Licensee shall provide a financial statement audited and certified by an authorized officer of Licensee, confirming the number of transactions performed and fees generated from the ATM's under this Agreement. Should the audited statements show any underpayment by Licensee to City, Licensee shall pay such difference to City within ten (10) days of City's demand therefore plus three percent (3%) of such underpayment. Should the audited statements show any overpayment by Licensee to City, City shall reimburse Licensee for the actual amount of such overpayment as a credit to the following month's revenues due to City, provided such overpayment is confirmed by the Director of Aviation.
- N. Criminal History Records Check (CHRC): The Licensee will be required to submit to the AIRPORT, prior to commencing work in accordance with this License, a letter authorizing specific Licensee representatives to approve the issuance of Airport Identification badges and the processing of a fingerprint based Criminal History Records Check (CHRC) and/or an employment history verification. Each of the Licensee's employees or representatives requiring unescorted access to restricted areas of the Airport will be required to successfully complete a Criminal History Records Check (CHRC) in accordance with 49 CFR Part 1542. Employment history verification records and/or CHRC results must be made available to the AIRPORT, the Transportation Security

Administration (TSA) and/or Federal Aviation Administration (FAA) immediately upon request.

1. Under certain circumstances, and out of control of the Airport, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.

2. All Licensee personnel requiring unescorted access to restricted areas of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete a fingerprint based Criminal History Records Check (CHRC). In accordance with CFR 49 1542.209, the CHRC must disclose that the applicant has not been convicted, or found not guilty by reason of insanity, of any of the disqualifying crimes listed below or as stated in 49 CFR 1542.209, during the 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows:
 - a. Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.
 - b. Interference with air navigation; 49 U.S.C. 46308.
 - c. Improper transportation of a hazardous material; 49 U.S.C. 46312.
 - d. Aircraft piracy; 49 U.S.C. 46502.
 - e. Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
 - f. Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506.
 - g. Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
 - h. Conveying false information and threats; 49 U.S.C. 46507.
 - i. Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
 - j. Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
 - k. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
 - l. Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.
 - m. Murder.
 - n. Assault with intent to murder.
 - o. Espionage.
 - p. Sedition.
 - q. Kidnapping or hostage taking.
 - r. Treason.
 - s. Rape or aggravated sexual abuse.
 - t. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
 - u. Extortion.
 - v. Armed or felony unarmed robbery.
 - w. Distribution of, or intent to distribute, a controlled substance.
 - x. Felony arson.

- y. Felony involving a threat.
 - z. Felony involving—
 - (1) Willful destruction of property;
 - (2) Importation or manufacture of a controlled substance;
 - (3) Burglary;
 - (4) Theft;
 - (5) Dishonesty, fraud, or misrepresentation;
 - (6) Possession or distribution of stolen property;
 - (7) Aggravated assault;
 - (8) Bribery; or
 - (9) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
 - aa. Violence at international airports; 18 U.S.C. 37.
 - bb. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph (d).
3. The AIRPORT utilizes an electronic fingerprint machine, which will be utilized for the taking and submission of fingerprints.
 4. Generally, CHRC results are returned to the AIRPORT from the TSA within 3-5 business days.
- O. Employee Security Badges
1. All Licensee personnel who will be performing guard services must obtain, and conspicuously display on their person at all times when they are on duty at the Airport, an Airport issued security identification badge.
 2. The appropriate badge may be obtained at the Airport Operations Center located in the terminal building. The cost for each identification badge, CHRC and stolen and/or lost identification badges are delineated in the City's Comprehensive Fee Schedule.
 3. All badges are to be returned to the Airport when the services are no longer required.
 4. In order to obtain a Secured Area identification badge, each Licensee employee must have satisfactorily completed the aforementioned CHRC and successfully completed a required 2 hour training class on airport security. Attendance of the class and subsequent issuance of the security identification badge may take longer than 3 hours per person.
 - a. SIDA training will be provided by the Airport and will be scheduled at a mutually agreeable time to the Licensee and the Airport.
- P. Armored Car Service
1. The Licensee armored car service will be required to submit to the AIRPORT, prior to commencing work in accordance with this License, a Representative Identification List of all armed couriers and maintenance technicians that will need access to a restricted area. Armed personnel

will be escorted by an Airport Law Enforcement Officer at all times they are in an Airport restricted area.

2. The Licensee's armored car service will be required to submit to the AIRPORT, prior to commencing work in accordance with this agreement, a copy of the service's current Firearms Policy. Said policy shall be approved by the Airport prior to the start-up of service.
 3. The Licensee's armored car service shall comply, at all times, with the service's Firearms Policy, all local rules and regulations, and all federal guidelines and regulations regarding the carrying of firearms at the Airport.
- Q. Installation of all ATM's shall be completed within 30 days of the effective date of this License. At least three (3) days before Licensee installs the ATM's, Licensee shall first contact the City's Director of Aviation to coordinate a convenient time and date install the machines. Licensee warrants that the installation of the ATM's shall be performed in no more than two (2) consecutive days. Licensee shall assure that all such work is performed in a manner so as to minimize any disruptions or interference of Airport operations, including but not limited to, Airport pedestrian traffic. Licensee shall further assure that any work performed hereunder shall be in a competent, professional and clean manner. Licensee shall completely clean all construction equipment and materials upon completion of the work. Service and maintenance of the ATM's shall be conducted on an as-needed basis.

EXHIBIT "B"

**SITE PLAN
AND
DEPICTION OF LICENSE AREA**

Palm Springs International Airport
ATM Locations:

- Main Terminal (Pre-Security Checkpoint) MT
- Bono Concourse BC
- New Concourse NC

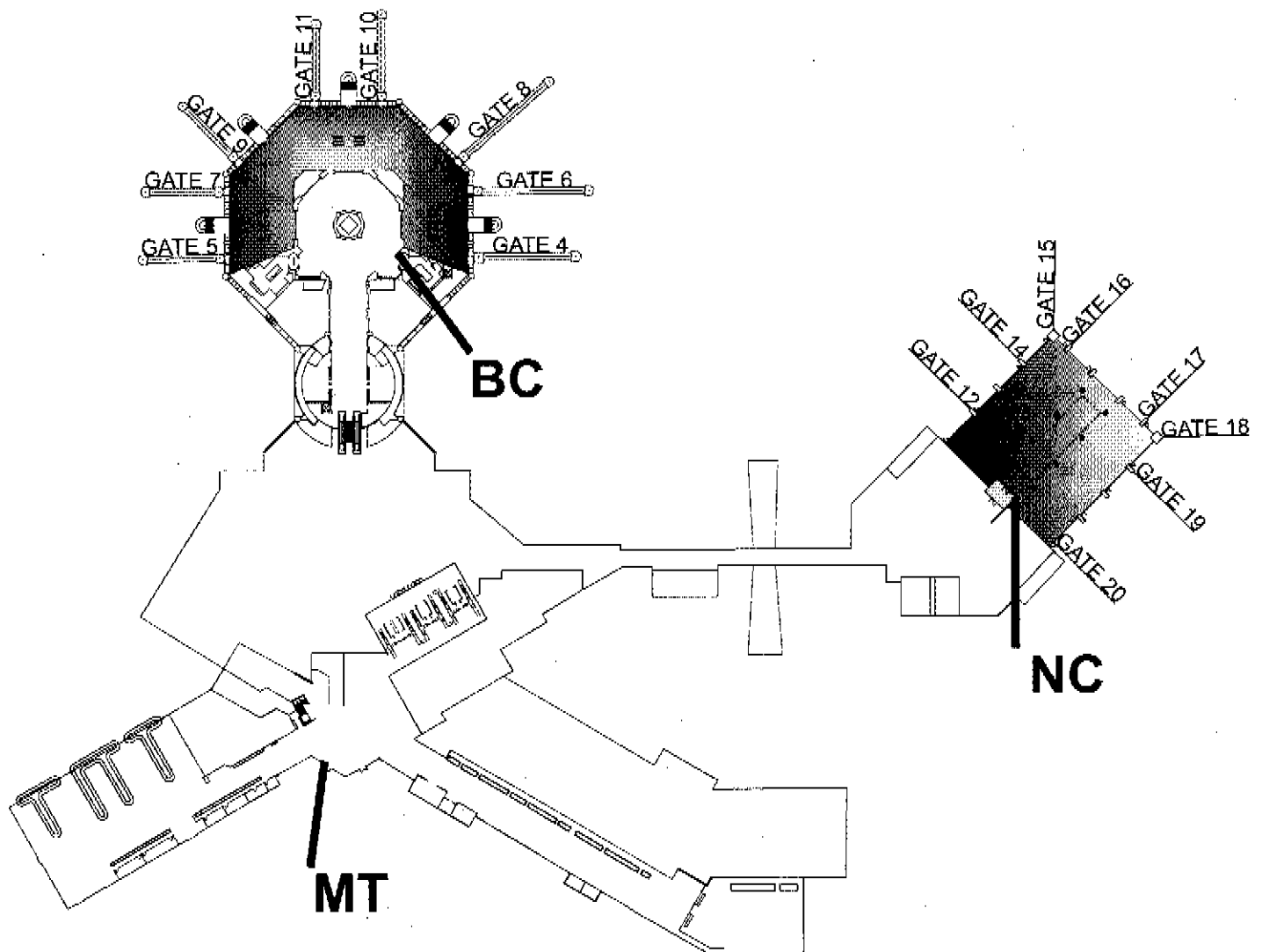


EXHIBIT "C"

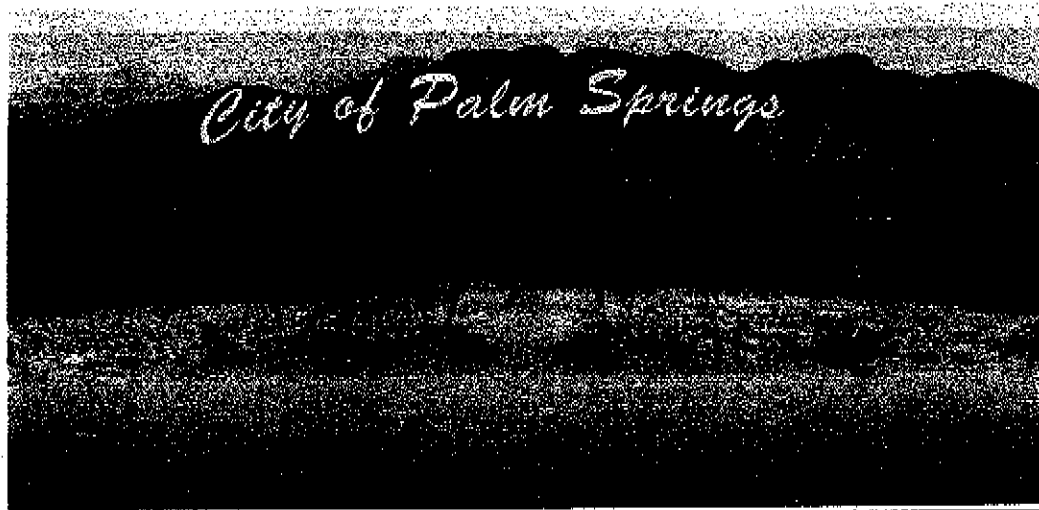
LICENSEE'S PROPOSAL



UNIVERSAL MONEY CENTERS, INC.

**RESPONSE TO PALM SPRINGS
INTERNATIONAL AIRPORT RFP 09-09**

**ATM SERVICES
REQUEST FOR PROPOSALS**



COPY – THREE OF FIVE

Proposals due by:

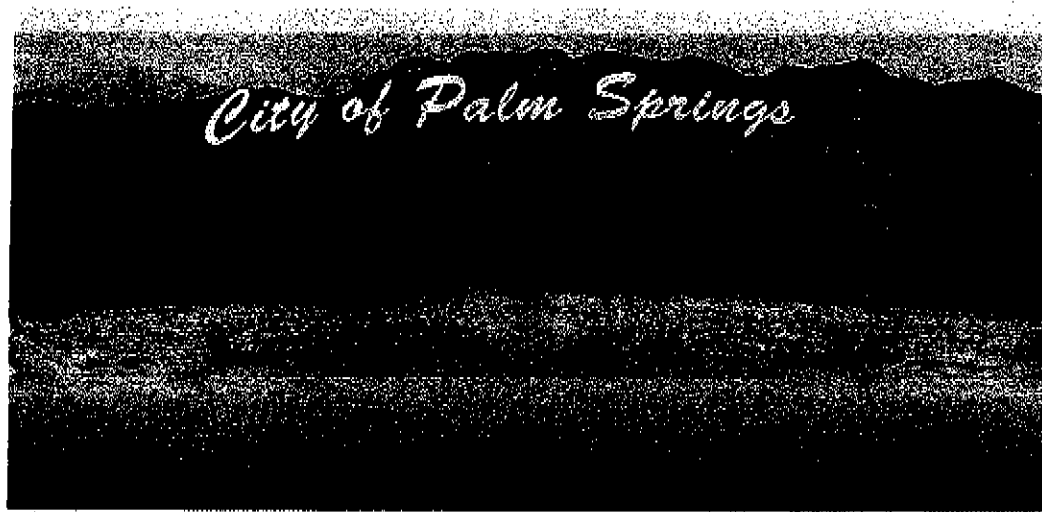
Friday, December 5, 2008



UNIVERSAL MONEY CENTERS, INC.

**RESPONSE TO PALM SPRINGS
INTERNATIONAL AIRPORT RFP 09-09**

**ATM SERVICES
REQUEST FOR PROPOSALS**



Proposals due by:

Friday, December 5, 2008

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For
Universal Money Centers, Inc

RESPONSE to REQUEST FOR PROPOSAL for
PALM SPRINGS INTERNATIONAL AIRPORT

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Universal Money Centers, Inc.
6800 Squibb Road
Mission, KS 66202
Toll Free: 800-234-6860
Phone: 913-831-2055
Fax: 913-831-0248

December 2, 2008

Procurement Specialist II
Attn: Leigh Ann Gileno
Palm Springs International Airport
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262

Re: Request For Proposal 09-09 for Airport ATM Services

Dear Ms. Gileno,

Universal Money Centers, Inc., ("UMC") thanks you for the opportunity to bid on the Airport ATMs. UMC understands the needs of large accounts with high volume traffic and looks forward to forging a partnership with the Airport.

UMC was awarded five - (5) ATMs at the Sacramento International Airport, ("SAC"), recently in March of 2008 and Donna Scranton, Senior Economic Development Specialist - Airport Properties, SAC, can corroborate at 916-874-0913. In addition, UMC is qualified under the Disadvantaged Business Enterprise ("DBE") Program through our utilization of Rangel Distributing, Inc., a certified DBE business, based in Kansas City, Missouri.

I have attached my business card for future reference, too. Please contact me with any questions at 913-244-3249 and thank you for all your help.

Sincerely,

A handwritten signature in black ink, appearing to read "Reid Graham". The signature is fluid and cursive.

Reid Graham
Senior Account Executive

SECTION A. IDENTIFICATION OF PROPONENT

1. Complete identification of Proposer to include the full legal name of the organization, address, telephone number(s), legal nature of the organization (individual, partnership, joint venture, corporation) and name(s) of key individual(s) who will be responsible for the concession operation.

Answer: Letter to the Board of Supervisors

Date: December 2, 2008

TO: Honorable Board of Supervisors, City of Palm Springs, California

SUBMITTED BY:

Proposer: David S. Bonsal, Chief Executive Officer

Legal Name of Proposer's Company: Universal Money Centers, Inc.

Mailing Address: 6800 Squibb Road

City, State, Zip: Shawnee Mission, Kansas 66202

Telephone: 913-831-2055

Fax: 913-831-0248

Legal Nature of Organization: Corporation

Federal Tax Identification Number: 43-1242819

SUBJECT: PROPOSAL FOR AUTOMATED TELLER MACHINE RFP 09-09 FOR THE PALM SPRINGS INTERNATIONAL AIRPORT

The undersigned hereby submits to the Board of Supervisors of the City of Palm Springs this proposal for the Agreement at the Palm Springs International Airport as described in this and the attached documents.

Proposer acknowledges receipt of the following Addenda to the RFP:
(Proposer shall list all addenda received)

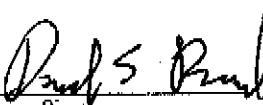
1. Addendum #1
2. Addendum #2
3. Addendum #3

Provisions of this proposal are based upon all the terms, covenants and conditions set forth in the Agreement and other RFP documents.

The signature(s) below represent those of the Proposer.

David S. Bonsal
Print Name

Chief Executive Officer
Print Title


Signature

2. An out-of-state corporation shall be required to qualify to do business in the State of California prior to execution of an Agreement.

Answer: Corporation Statement

Corporation information If your business is operating as a corporation, please answer the following questions:

When incorporated? September 25, 1981

Where incorporated? State of Missouri- Charter Number 00234919

Business purpose: Provide ATM and ATM services to Financial Institutions, Businesses, Education and Governmental Institutions, and Merchants

Is the corporation authorized to do business in California?

Yes No

If yes, as of what date? June 15, 1991

Is the corporation held: Publicly? Privately ?

Directors' information Please supply the following information for each and every Director. (Attach additional pages, if necessary.)

Director's Name & Address	Principal Business Affiliation (Other than Proposer's directorship)
Arthur Moglowsky, Milwaukee, WI	Attorney, Bass & Moglowsky
Jeffrey Sperry, Albany, NY	Vice President, CB Richard Ellis

Officers' Information Please supply the following information for each officer. (Attach additional pages, if necessary)

Officer's Name	Position
David S. Bonsal	Chief Executive Officer
Pamela Glenn	President, Chief Operating Officer
Joe Phillips	Senior Vice President, Communications
Erin Winkler	Vice President, Finances

3. State total number of ATM locations and machines currently operated by Proposer.

Answer: Universal Money Centers, Inc., ("UMC"), has been in the ATM and ATM services business since September 25, 1981 - 27 years of growing, owning, managing and operating a 1200 + portfolio of ATMs. UMC has enjoyed steady growth of their ATM network since its inception and has the expertise and experience to qualify for the Palm Springs International Airport ATM portfolio. In addition, UMC is authorized to do business in the State of California and has paid all taxes due to the State of California.

4. Contract parties, contract numbers, and dates of five (5) of Proposer's contracts for operation of ATMs. List any such agreements which have been terminated, either voluntarily or involuntarily, prior to the expiration of their terms, within the past five (5) years.

Answer:

Location	Contract Numbers	Length of Service	Number of ATM Equipment
Sacramento International Airport 6900 Airport Blvd Sacramento, CA 95837 Contact: Donna Scranton Phone: 916-874-0913	Resolution No. 2008-0321	.5 Years on 5 Year Term	2-ATMs located in U.S. Terminal 1-ATM located in International Terminal 1-ATM located in Rental Car Center 1-ATM located in Executive Airport
Gainesville Airport 3880 NE 39 th Avenue Suite A Gainesville, FL 32609 Contact: Allan Penska Cell: 352-494-2258	Contract No. 05 003	3 years on 5 Year Term	1-ATM located in Main Terminal
Panama City Airport 3173 Airport Road Panama City, FL 32405 Contact: Pamm Henderson	Airport Lease Agreement	1 Years on 3 Year Term	1-ATM located in Main Terminal
Kmart Corporation 3100 W. Big Beaver Rd Troy, MI 48084 Contact: Dave Schuvie Phone: 248-463-5566	ATM Placement Agreement with Amendments	9 Years on 3 Year Term with Renewals	400+ - ATMs located in 38 U.S. states
University of Texas - El Paso 3120 Sun Bowl Drive El Paso, TX 79986 Contact: Liz Mendez Phone: 915-747-5810	Lease Agreement for ATMs with Amendments	4 years on 3 Year Term	1 - ATM located at Student Union 2 - ATMs located in Sun Bowl Stadium 2 - ATMs located in Don Haskins Arena

UMC provided a Termination Letter to the University of Texas – El Paso after the three year term was finished due to the lack of surchargeable transactions and UMC's Financial Institution (FI) partner, Government Employees Credit Union, (GECU), who shared the monthly lease payments with UMC did not believe that the GECU transactions were commiserate to the investment. The University is currently bidding out for a replacement ATM provider, however, UMC and GECU have agreed to different terms and conditions until another ATM provider is found.

5. Completed Signature Authorization and Addenda Acknowledgment (see Attachment "A").

Answer:

ATTACHMENT "A"

RFP 09-09

ATM Services for the Palm Springs
International Airport

***NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL**

SIGNATURE AUTHORIZATION

NAME OF PROPOSER/FIRM:

Universal Money Centers, Inc.

- A. I hereby certify that I have the authority to offer this proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.


SIGNATURE

David S. Bonsal, Chief Executive Officer
PRINT NAME

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual;

A partnership; Partners' names: _____

A company;

A corporation

2. My tax identification number is: 43-1242819

ADDENDA ACKNOWLEDGEMENT:

Acknowledgement of Receipt of any Addenda issues by the City for this RFP is required by including the acknowledgement with your proposal. Failure to acknowledge the Addenda issues may result in your proposal being deemed non-responsive.

In the space included below, please acknowledge receipt of each Addenda:

Addendum(s) # 1, 2, and 3 is/are hereby acknowledged.

SECTION B. PROPOSED ATM CONCESSION

Proposer shall provide a comprehensive narrative describing, in detail, the proposed ATM Concession operation clearly setting forth Proposer's qualifications in terms of experience, quality of performance, organization and similar factors in operating automated teller machines to include the following:

1. Description of the management structure to be used in the operation of the concession.

Answer:

UMC Key Personnel	Qualifications	UMC Experience
David S. Bonsal, CEO	Owner of UMC. Responsible for long-range planning and strategy for UMC and decision-making in all facets of ATM business including finance, sales, and large account negotiation.	20 years
Pamela A. Glenn, President/COO	Risen through the ranks from Card Services. Responsible for UMC operations including management of personnel, strategy implementation, account negotiation, and reports to CEO. Responsible for large house accounts like Kmart and High's.	26 years
Joe Phillips, Senior Vice-President, Communications	Responsible for ATM Mainframe, ATM telecommunications models, new product development, and ATM hardware testing & compatibility.	21 years
Erin Winkler, Vice-President, Finance	Responsible for procurement, UMC database, vault cash management and order department, and new product development.	6 years

2. Schedule of services and distinctive features to be offered by Proposer at each ATM, compare to latest trends in off-premise ATM locations.

Answer: UMC will post on the ATMs a list of ATM Transaction Fees, transaction surcharge warning that the cardholder's FI may charge an additional fee, or any other fees charged. All UMC ATMs will have a receipt option and a swipe card. UMC's 800-234-6860 Customer Service number will be posted and available to all customers 24x7x365 with instructions for the Airport customers and employees. UMC ATMs will have access to the below networks and ATM services:

UMC ATM Scope of Services	UMC Alliance Network for Financial Institutions (FIs)	UMC ATM Future Trends
<ul style="list-style-type: none"> • Withdrawals • Balance Inquiries • Fund Transfers 	<ul style="list-style-type: none"> • Surcharge-free transactions to FI members • Local, regional, super-regional, national, & international, • Current FIs included 	<ul style="list-style-type: none"> • Ncxxx Money Transfer • TIO Bill Pay • Check Imaging • Gift Cards

3. Location, availability, and name of repair service and machine maintenance group.

Answer:

ATM Service Company	Availability & Maintenance Group
Universal Money Centers Field Engineer Services 110 Mission Drive Camarillo, CA 93010	<ul style="list-style-type: none"> • 24 x 7 x 365 ATM Hardware Support • 4 - Hour Response to Second Line Maintenance (Hardware Issues)
Pendum ATM Services 505 E. Rincon Suite 100 Corona, CA 92879	<ul style="list-style-type: none"> • 24 x 7 x 365 ATM Service Support • 4 - Hour Response to First Line Maintenance (Bill & Card Jam Issues)

4. Maintenance response time.

Answer: UMC's emergency response procedures begin immediately at our Network Operating Center that runs twenty-four hours per day and three hundred and sixty-five days a year (24 x 7 x 365). Customer Service and Computer Operations are merged together in order to communicate better. UMC's Tandem mainframe and ATM Manager Pro, UMC's database software program, work in tandem querving and identifying low cash and maintenance issues on a real-time basis and report any anomaly to the UMC staff. This allows our Customer Service and Computer Operations people to see if the Airport ATMs are low on cash, has any maintenance issues, and/or is experiencing complete downtime due to theft or vandalism. In addition, the Airport ATMs would be "earmarked" by both UMC and Pendum Armored and in their northwest U.S. and Sacramento offices on the Airport ATM sites and their Service Level Contract on a special Addendum as four - (4) hour response sites. Many of our high level accounts and the majority of the References that UMC has provided are included in this type of Contract. Furthermore, the Airport ATMs would be designated as a "Red-Level" account internally at UMC. Red-Level accounts receive priority above all other accounts.

If an issue is discovered the UMC team immediately diagnoses the issue via our diagnostics software at the NOC. UMC loads this remote diagnostic software on all of our ATMs and via the ATM telecommunications at the Airport ATMs the diagnostic process is on a real-time basis. All Customer Service and Computer Operations

personnel are empowered internally to send an agent of either Pendum Armored or UMC to fix the issue immediately. UMC and Pendum have local offices in the Los Angeles market.

Pendum will perform all regular cleaning duties in addition to delivering vault cash and reloading ATM receipt paper. All ATMs in the terminals will be cleaned and maintained on a weekly or bi-weekly basis. Any issue will be resolved within a four-(4) hour timeframe for the Airport ATMs.

UMC has ATMs in their warehouse in Kansas City that is centrally located for quick delivery as needed. UMC has a parts depot for the Airport ATMs and will overnight any needed parts necessary to fix the Airport ATMs in a timely fashion.

5. Name of ATM network affiliations (regional, national, and international).

Answer:

UMC ATM Card Network Affiliations
<ul style="list-style-type: none">• Plus, Star, Cirrus,• American Express, Honor,• Discover, Pulse, Interlink,• NYCE, Tyme, Cash• Station, MAC, Exchange• State EBT networks• UMC FI Alliances• Internac.

6. Number of cards and card holders which can access each network.

Answer: Due to its inherent owning of its own switch UMC connects via an ATM network gateway has direct connections to the all major ATM companies. This enables UMC to connect to an unlimited number of cards and card holders.

7. A card holder base (by participating institutions) and number of cards having access to this ATM.

Answer: UMC has the unique ability to offer surcharge – free transactions to Financial Financial Institutions (FIs) and to sign-up with surcharge – free transactions networks like MoneyPass that is owned by U.S. Bank. Currently UMC has ten – (10) + FIs that constitute over 400,000 members and a like number of cards.

If UMC is awarded the Airport program UMC will consider the MoneyPass program that includes over 24 million cardholders and over 750 participating FIs and growing.

8. Maximum amount of cash, travelers' cheques, and other services card holders can obtain in any twenty-four (24) hour period.

Answer: UMC will allow unlimited amounts of cash and other services for card holders. Generally, Financial Institutions (FIs) have a daily limit for their cardholders and those same limits would apply at the UMC ATMs.

9. Maximum amount of cash and travelers' cheques each ATM can provide each twenty-four (24) hour period.

Answer: All UMC ATMs will dispense U.S. currency in \$20.00 denominations. All UMC ATMs will dispense between \$ 120,000.00 and \$ 240,000.00 depending upon the amount of cash cassettes, between 2 - 4, in the ATM. The UMC ATM can dispense a total of Six Thousand (6,000) bills to a total of Twelve Thousand (12,000) bills from the UMC ATM that equals One Hundred Thousand U.S. dollars (\$ 120,000.00) to Two Hundred Thousand U.S. dollars (\$ 240,000.00) in any twenty-four (24) hour period.

10. A detailed description of all fees/charges applied to users of the ATM, which shall be fixed for the first year of operation.

Answer: UMC agrees to a \$ 2.25 fixed fee for all surchargeable withdrawal transactions for the first year of operation of the contract. Please see below for the detailed description for users of the UMC ATMs:

UMC ATM Scope of Services	UMC Fees
<ul style="list-style-type: none"> • Withdrawals • Balance Inquiries(BI) • Fund Transfers(FT) • UMC Alliance FI • Other Services like Gift Cards, Bill Pay, Money Transfer, etc. 	<ul style="list-style-type: none"> • \$ 2.25 • \$ 0.00 • \$ 0.00 • \$ 0.00 • TBD

11. A statement of commitment containing proposer's approach to charge/fee escalation over the 3-year term of the Agreement, and specify the anticipated percent of increase for each of the three years with 2 one year renewal options.

Answer: UMC commits to the first year of the contract to a \$ 2.25 fixed fee per each surchargeable withdrawal transaction and understands the Airport Authority wanting to limit that fee. UMC commits to years 2 - 5 not to increase the surcharge past \$ 2.50.

12. Historical percentages of uptime, equipment failure, and card-jams for the ATM machines to be used.

Answer: UMC has provided the below report for equipment failure that includes card-jams for 2008. However, UMC will provide brand-new Hyosung 5050CE ATMs that nullify the below equipment failure as UMC provides refurbished ATMs at some of their sites. UMC has a 99.9% ATM network uptime and see below for the 2008 Tandem Himalaya Mainframe that runs the UMC ATM switch report as well.

Month	%Downtime
Jan-08	6.8
Feb-08	9.1
Mar-08	5.8
Apr-08	3.5
May-08	5.3
Jun-08	4.2
Jul-08	6.3
Aug-08	2.6
Sep-08	2.7
Oct-08	2.4
Nov-08	4
Dec-08	

Tandem Efficiency Rating **As Of May 2008**

Every three months, a utility program called Measure is run to calculate how efficiently the Tandem is running. The program analyzes five of the critical components for continued mainframe operations. These components are as follows:

1. CPU Subsystem
2. Memory Subsystem
3. Disk Cache Subsystem
4. Disk Volume Subsystem
5. System Recovery Performance

Each component is weighed on a number of different options to determine its overall efficiency. They are as follows:

1. CPU Subsystem – utilization, load balancing and performance
2. Memory Subsystem – utilization, swaps
3. Disk Cache Subsystem – disk cache performance over all volumes
4. Disk Volume Subsystem – device performance and queue time
5. System Recovery Performance – ability of the system to provide acceptable performance if a CPU fails.

After the analysis period is complete, Measure assigns a percentage to identify how strongly or poorly that component is running. It then merges the five component percentages into an overall system performance score to indicate how the Tandem is currently running.

May 2008 Measure Report Summary:

- 1. CPU Subsystem 100%
- 2. Memory Subsystem 100%
- 3. Disk Cache Subsystem 95%
- 4. Disk Volume Subsystem 76%
- 5. System Recovery Performance 94%

Average Efficiency Rating: 93%

There are 8,760 hours in one year. Out of that total amount of hours, UMC's Tandem was down hard for only 3.5 hours that entire year. That computes into a percentage of about 99.9% uptime for the last year.

13. Average transactions per month per machine at other airports (if applicable).

Answer: Please see the attached Airport average transactions table:

UMC Airport ATM Location	Average 2008 Monthly Transactions
Sacramento Terminal A Lower Level	830
Sacramento Terminal A Upper Level	2511
Sacramento Terminal B1 Upper Level	402
Sacramento Rental Car Building	196
Sacramento Executive Airport	41
Gainesville Airport	307
Panama City Airport	748

14. Special design features which may make the ATM's conducive for use by the physically handicapped and the blind.

Answer: UMC will provide the following special design features of the Hyosung 5050CE ATMs for the physically handicapped and the blind:

- **ADA-compliant ATMs that allow wheel-chair bound customers to reach the designated height from their wheelchairs**
- **Braille-enabled keypad to ensure blind can use the ATM**

- Voice-enabled ATMs that enable blind and physically-challenged customers to use the ATM

15. Timetable for commencement of concession operation from the date of Notice to proceed listing significant milestones (e.g., regulatory approval, electrical and telephone communications installation, ATM delivery).

Answer:

ATM/Task List	Time Frame	Project Management Methodology	Implementation Strategy
Airport ATM Project	Pre-assigned after RFP mailing	Reid Graham will handle all inquiries from the Airport regarding the RFP. RFP Response copy automatically requires UMC internal processes designating fixed costs, hardware, & personnel for new business.	Alicia Borders, UMC Project Manager, assigned possible new account. VP Finance, Sr. VP Communications, Director of Operations, & Manager of Field Engineers sent UMC Sharepoint Project lists with task lists & updated on UMC Intranet.
Notice to Proceed via Airport	1 day	Allowing for the designated days for the Airport review and selection process, Project approval in place due to Contract signed by UMC prior to receiving Airport's signing. Site finalized via signed Contract. Meetings & conference calls set-up via Sharepoint Intranet & email. Database software, ATM Manager Pro, updated with new Airport ATM site for downtime reporting, cash delivery schedule, telecom information, hardware identification, event scheduling, and other ATM processes.	Pamela Glenn, COO, has signed Contract that includes site. Alicia Borders, Project Mgr, informs all responsible UMC personnel via telephone, email & UMC Sharepoint Intranet. Tim Quinn, Field Engineer Manager, informed to prepare designated ATM. Computer Operations adds ATM to UMC ATM Manager Pro database software. Erin Winkler, UMC VP, orders cash via Vault Cash Department for the Airport ATMs.
Order Telecom Lines (If Required)	2 days	Wireless ATM communications shipped with the ATM and do not require any lead time. However, if wireless not available, ATM telecom provider's, AT&T, progress tracked & updated through UMC Sharepoint Intranet process. Internal & external Project communications needs handled by UMC.	UMC Sr. VP Communications, Joe Phillips, has ATM telecom line ordered, updated, & trouble-shot through his department. UMC Project Manager, Alicia Borders, handles communications between UMC and the Airport.
Telecom Lines Installed (If Required)	7-14 days	ATM telecom provider's progress tracked & updated through UMC Sharepoint Intranet process. Internal & external Project communications needs handled by UMC. Successful installation & testing required.	Joe Phillips receives emails from ATM telecom provider of successful installation(s). Tim Quinn, UMC Field Engineer Manager, assigns UMC Field Engineer to travel to the Airport to test UMC modem and telecom line for signal back to telecom Central Office & UMC Network Operating Center.
ATM Installation	7 days	ATM installation process and progress tracked & updated through UMC Sharepoint Intranet process & through email to Airport.	UMC Field Engineer handles delivery logistics of ATM as needed. UMC Field Engineer installs & tests ATM back to UMC Network Operating Center. All installation

		Successful installation & testing required.	work to be performed by UMC personnel & UMC will pay per Agreement. UMC Field Engineer will inform Alicia Borders telephone, email, & digital pictures to ensure that the Airport satisfied with finished installation.
Cash Delivery	1 day	Cash delivery process via Pendum Armored Delivery and progress tracked and updated through UMC Sharepoint Intranet process, via email & telephone, & through UMC ATM Manager Pro database software.	After UMC Field Engineer informs Alicia Borders of successful installation, Alicia contacts Pendum Armored Delivery for cash delivery immediately. Request logged & follow-up to ensure successful cash delivery next day via Vault Cash Department. UMC and Airport personnel informed of successful ATM installations.
ATMs Installed & Dispensing Cash	1 day	Successful ATM installations & dispensing cash update to all UMC Airport personnel. UMC able to track on a real-time basis the Airport ATM via ATM Manager Pro database software & adjust for any issue that arise.	UMC Computer Operations track the Airport ATMs on a 24 x 7 x 365 day basis & enables UMC personnel to attend to any issues within a 4-hour designated time frame for the Airport ATM. Pendum ATM Services will handle any hardware issues at the Airport ATM. ATM Manager Pro works together with the Tandem Main Frame Computer & Solomon Accounting Software to ensure prompt payment and report schedules to the Airport.

SECTION C. ADDITIONAL DATA

C. Additional Data.

Each Proposer shall furnish any additional data, exhibits, statements, drawings and photos which Proposer deems essential to assure total understanding and evaluation of its proposal by the City.

Answer: UMC will provide new Hyosung 5000CE ATMs and the related specifications are included below as well as a picture of the ATM below:

Hyosung 5000CE Stand-Alone ATM Specifications	Design, Finish, & Dimensions
<ul style="list-style-type: none">• Dual Cassette with UL291 Heavy Safe• Wireless ATM telecommunications• 3DES Compliant• ADA Compliant with Braille pads• Large 14.1" Color LCD Display• Rugged Composite Material that resists wear & vandalism• Lit ATM topper w/out advertising• Identification of American State Bank-UMC's sponsor FI and UMC	<ul style="list-style-type: none">• 70" Height x 17" Width x 34" Depth• 250 lbs.• Light Brown Color with dark brown accents• Steel Composite Chassis



SECTION D. PRICING

EXHIBIT "C"

LICENSEE'S PROPOSAL

ATM Site Name	Pricing Proposal									
	Year 1		Year 2		Year 3		Year 4		Year 5	
MT	All SWD	1.25	All SWD	1.30	All SWD	1.35	All SWD	1.35	All SWD	1.35
BC	All SWD	1.25	All SWD	1.30	All SWD	1.35	All SWD	1.35	All SWD	1.35
NC	If ATM does > 299 SWD All SWD 1.25, otherwise \$ 0.00		If ATM does > 199 SWD All SWD 1.30, otherwise \$ 0.00		If ATM does > 199 SWD All SWD 1.35, otherwise \$ 0.00		If ATM does > 199 SWD All SWD 1.35, otherwise \$ 0.00		If ATM does > 199 SWD All SWD 1.35, otherwise \$ 0.00	

SWD = Surchargeable Withdrawal