Affinity Card Relationship
Suffolk Federal Credit Union/Suffolk Community College Foundation
Suffolk County Community College

Affinity Card Three Party Agreement

This Agreement ("Agreement") is between the Suffolk County Community College ("College"), a chartered Community College under the sponsorship of the County of Suffolk ("County"), having its principal office at 533 College Road, Selden, New York, 11784; and

Suffolk Federal Credit Union ("SFCU"), a corporation, having its principal place of business at 3681 Horseblock Road, Medford, New York, 11763; and

Suffolk Community College Foundation, Inc. ("Foundation"), a not-for-profit corporation, having its principal place of business at 533 College Road, Selden, New York, 11784.

The parties hereto desire to enter into an agreement whereby the SFCU will provide affinity card financial and operational support for SCCC.

Term of Agreement: November 3, 2000 through July 31, 2005, with two (2) two-year options to renew.

Payment Terms: As provided in Exhibit B, attached.

Terms and Conditions: Shall be as set forth in Exhibits A through C, attached.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Suffolk Federal Credit Union
By: [Signature]
Edward Boughal
President/CEO
Date: 6-5-03

Suffolk County Community College
By: [Signature]
Salvatore J. La Lima
President
Date: 6-18-03

Approved as to Form, Not Reviewed as to Execution:
Robert J. Cimino, Suffolk County Attorney
By: [Signature]
Cynthia Kay Parry
Assistant County Attorney
Date: 7-17-03

Recommended:
By: [Signature]
Steven F. Schrier
Vice President for Legal, Planning & Information Technology
Date: 6-16-03
Suffolk County Community College

By: Ilene S. Kreitzer
Legal Affairs and Compliance Officer
Date: 6/9/03

Suffolk Community College Foundation, Inc.

By: Thomas Bach
President
Date: 6/10/03
List of Exhibits

Exhibit A
General Terms and Conditions

1. SFCU Responsibilities
2. Inconsistent Provisions
3. Term and Termination
4. Reports/Progress Meetings
5. Representations
6. Indemnification
7. Insurance
8. Contact Persons
9. Financial Disclosure
10. Gratuities
11. Independent Contractor
12. No Assignment/Subcontracting
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17. Dispute Resolution

Exhibit B
Financial/Payment Terms

Exhibit C
Business Terms/Services
Exhibit A
General Terms and Conditions

Whereas, on April 20, 2000, Suffolk County Community College advertised a Request for Proposals (RFP) soliciting for Affinity Card System or Sponsorship; and

Whereas, Suffolk Federal Credit Union (SFCU) submitted a proposal in response to the RFP dated May 18, 2000; and

Whereas, the College selected SFCU to provide such affinity card financial and operational support as a result of a negotiated request for proposal; and

Whereas, the National Credit Union Administration (the federal agency responsible for overseeing the operations of federally chartered credit unions) has previously approved students and faculty of Suffolk County Community College to be eligible for membership in SFCU;

Now, therefore, in consideration of the covenants, promises, and consent herein contained, the parties hereto agree as follows:

1. SFCU Responsibilities

a. SFCU shall provide revenue, incur expenses and provide services as more particularly described in Exhibits B and C.

b. SFCU possesses sufficient expertise and technical skill to comply with the obligations set forth herein.

2. Inconsistent Provisions

The provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit and over any other document not specifically referred to in this Agreement or made part thereof by this Agreement or by subsequent amendment in writing and signed by both parties, except to the extent that such provisions of this Exhibit A are specifically referred to and amended or superseded by such Exhibit or Amendments.

3. Term and Termination

a. Term

This Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.
b. Option Periods

i. SFCU must notify the College no less than six (6) months before the end of the contract term (or any option to renew term) set forth in this Agreement as to whether SFCU will exercise an option to renew.

ii. The parties agree that, if SFCU has fully conformed to the terms, conditions and requirements of this Agreement during the initial term (or any option to renew term), the College's permission to exercise the option to extend the Agreement through the option period shall not be withheld, unless the College decides to no longer provide the services set forth in this Agreement.

c. Termination for Cause

This Agreement may be terminated in whole or in part in writing by the College in the event of failure by SFCU to fulfill its obligations under this Agreement; provided that no such termination shall be effective unless SFCU is given three (3) calendar days' written notice of intent to terminate, delivered personally or by certified mail, return receipt requested, and an opportunity for consultation with the College prior to termination.

d. Termination for Convenience

i. Either the College or SFCU may terminate this agreement upon giving ninety (90) days' written notice of intent to terminate, delivered personally or by certified mail, return receipt requested.

ii. In the event SFCU terminates for convenience, the College and the Foundation shall continue to receive revenue for the balance of the term calculated upon the products in use as of May 1st of each year by their respective members.

4. Reports/Progress Meetings

SFCU will be responsible for issuing timely reports in oral presentations and in writing on the status of pending and proposed activities, as may reasonably be requested by the College. At a minimum, the parties will meet at least once each year to discuss the progress of the project. The meeting time, place and attendees shall be as mutually agreed upon by the parties. At such meetings, SFCU shall present a written report to the College with respect to project status and progress. Such report shall include a summary of the accomplishments, concerns and difficulties during the prior reporting period, the anticipated results during the next reporting period, and a summary of accounts opened, products utilized and revenue to or on behalf of the College and Foundation.

5. Representations
SFCU specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the knowledge and experience necessary to qualify them individually for the particular duties they perform. SFCU personnel performing services pursuant to this Agreement are subject to approval by the College, which shall not be unreasonably withheld or delayed. In the event that the College in its reasonable and good faith discretion, during the term of this Agreement, requests in writing to SFCU that SFCU remove any person or persons assigned by SFCU to perform services pursuant to this Agreement, SFCU shall remove any such person as soon as practicable upon receiving said notice from the College and shall replace that person with other qualified personnel as soon as possible.

6. **Indemnification**

SFCU shall indemnify and hold harmless the College, its contractors (if any), employees, agents and other persons from and against all third party claims, costs, judgments, liens, encumbrances and expenses, including reasonable attorneys' fees, for bodily injury, tangible property damage or wrongful death to the extent arising directly and proximately out of the negligence or intentionally wrongful acts or omissions of SFCU, its agents, employees or subcontractors in connection with the performance of the services described or referred to in this Agreement.

7. **Insurance**

a. SFCU agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in reasonable amounts and types specified by the College. Unless otherwise specified by the College and agreed to by SFCU, in writing, such insurance will be as follows:

i. **Commercial General Liability insurance**, including contractual coverage, in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury and property damage per occurrence.

ii. **Worker's Compensation and Employer's Liability insurance** in compliance with all applicable New York State laws and regulations and **Disability Benefits insurance** if required by law. SFCU shall have furnished to the College prior to its execution of this Agreement the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to sections 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law sec. 108, this Agreement shall be void and of no effect unless SFCU shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers Compensation Law.
iii. **Automobile Liability Insurance** (for any vehicles that are used in the performance of this Agreement) in an amount not less than Three Hundred Thousand Dollars ($300,000) combined single limit for bodily injury and property damage per occurrence.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. SFCU shall furnish to the College Certificates of Insurance or, upon request, original or duplicate original policies, evidencing compliance with the aforesaid insurance requirements. In the event that the Contractor does not wish to provide original policies or duplicate original policies, the parties shall agree as to a mutually agreeable time and place for inspection of original or duplicate original policies, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance and any automobile liability insurance, the certificates shall name the College as an additional insured. All such certificates or other evidence of insurance shall provide for the College to be a certificate holder and to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.

8. **Contact Persons**

a. Any communication, notice, report or other submission necessary or required to be made by the parties regarding this Agreement shall be deemed to have been duly made upon receipt by the College or SFCU at the following address or at such other address that may be specified in writing by the parties:

For the College:

Charles Stein  
Vice President for Business and Financial Affairs  
Suffolk County Community College  
533 College Road  
Selden, N.Y. 11784

For SFCU:

Edward Bougahal  
President/CEO  
Suffolk Federal Credit Union  
3681 Horseblock Road  
Medford, New York 11763

b. Any communication or notice regarding termination or litigation shall be deemed to have been duly made upon receipt by the College and the Suffolk County Attorney's
Office at the following addresses (or at such other addresses that may be specified in writing by the College and/or the Office of the County Attorney):

For the College:

Steven F. Schrier  
Vice President for Legal, Planning and Information Services  
Suffolk County Community College  
533 College Road  
Selden, New York, 11784  
and

Suffolk County Department of Law  
H. Lee Dennison Building - 6th Floor  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788  
Attn.: Robert J. Cimino, County Attorney

For SFCU:

Edward Boughal  
President/CEO  
Suffolk Federal Credit Union  
3681 Horseblock Road  
Medford, New York 11763

c. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

9. Financial Disclosure

Company represents and warrants that, unless exempt, it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Company acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement. (Such requirement is not required if Company is a not-for-profit corporation.)

10. Gratuities
SFCU represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or the College or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

11. **Independent Contractor**

   It is expressly agreed that SFCU's status hereunder is that of an independent contractor. Neither SFCU nor any person hired by SFCU shall be considered employees of the College for any purpose.

12. **No Assignment/Subcontracting**

   SFCU shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due to SFCU under the terms of this Agreement, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

13. **Offset of Arrears or Default**

   SFCU warrants that it is not, and shall not be during the term of this Agreement, in arrears to the County for taxes or upon debt or contract and is not, and shall not be during the term of this Agreement, in default as surety, or otherwise on any obligation to the County, and SFCU agrees that the County may withhold the amount of any such arrearage or default from amounts payable to SFCU under this Agreement.

14. **Severability**

   It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

15. **Entire Agreement**

   It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

16. **No Oral Changes**
No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

17. Dispute Resolution

   a. In the event of any dispute, controversy or claim with respect to the interpretation of any provision of this Agreement or the performance of either party, the objection shall be referred to the College Project Manager and SFCU Project Manager.

   b. In the event the dispute, controversy or claim is not resolved, within fifteen (15) calendar days, between the College Project Manager and SFCU Project Manager, then and in that event, upon the written request of either party, the dispute, controversy or claim shall be referred to the College's Vice President of Legal, Planning and Information Technology and the SFCU's Contract Administrator.

   c. In the event the dispute, controversy or claim is not resolved, within fifteen (15) calendar days, between the Vice President of Legal, Planning and Information Technology and SFCU's Contract Administrator, then, upon the written request of either party, the parties will each appoint a representative ("Representative") who has authority to bind the party being represented and does not devote a material part of his or her time to performance under this Agreement. The Representatives will meet for the purpose of attempting to resolve the dispute. The Representatives will negotiate in good faith to resolve the dispute without resort to formal proceedings. During the course of such negotiation, the parties will comply with all reasonable requests for access to relevant information. Formal proceedings may not be commenced until either the earlier of:

      i. The Representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or

      ii. Sixty (60) days after the initial written request of a party to negotiate such dispute; provided, however, that this provision shall not be construed to prevent a party from filing a formal proceeding earlier to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors. Both parties shall continue to perform their respective obligations hereunder during the negotiations referred to in this paragraph.

End of Text for Exhibit A
Exhibit B
Financial/Payment Terms

1. SFCU will pay to the College, or to a third party designated by the College for credit to the College’s account, one dollar ($1.00) for each card produced. The cost of producing the cards will be borne by the College.

2. SFCU will, in addition to the payment in paragraph ‘1’ above, pay the College one dollar ($1.00) for each active student or employee who becomes a member of SFCU, and will pay the Foundation one dollar ($1.00) for each alumnus (defined to include each former student of the College) who becomes a member of SFCU.

3. SFCU will pay the College twenty cents ($.20) for each non-member transaction performed on SFCU’s ATM situated on the campuses of the College.

4. In addition to all other payments, SFCU will make an annual payment to the College, calculated on May 1 of each year, based upon the number of credit union products generated from students, employees and alumni of the College. For the first 5922 products the amount paid will be eleven cents ($.11) each, for products over 5922 and up to and including 11,843 the amount will be thirty-seven cents ($.37) each, for products over 11,843 and up to and including 17,765 the amount will be eighty-seven cents ($.87) each, for products over 17,765 and up to and including 23,687 the amount will be one dollar and sixty ($1.60) cents each, and for products over 23,687 the amount will be two dollars and twenty two ($2.22) cents each.

5. The payment schedule shall be as follows:

   For each identification card produced: payment shall be upon billing by the vendor producing the cards.

   For each SFCU account opened: On March 1 for accounts opened during the period November 1 through January 31; on June 1 for accounts opened during the period February 1 through April 30; on September 1 for accounts opened during the period May 1 through July 31; on December 1 for accounts opened during the period August 1 through October 31.

   For revenue sharing: payment shall be on June 1 of each year For ATM usage: On March 1 for usage during the period November 1 through January 31; on June 1 for usage during the period February 1 through April 30; on September 1 for usage during the period May 1 through July 31; on December 1 for usage during the period August 1 through October 31.

End of Text for Exhibit B
Exhibit C
Business Terms/Services

1. The College and the Foundation will assist SFCU in advising students, faculty, staff and alumni of the relationship encompassed in this Agreement and of the benefits of being a member of SFCU. SFCU will be given preferred lending organization status for student loans.

2. SFCU will provide operational and financial assistance to the College and the Foundation as provided herein. SFCU will also provide staff to be present on the premises of the College in such locations as the College designates on dates specified for the purpose of assisting College staff in photographing students for the identification cards.

3. SFCU will be required to install and maintain one ATM on each campus of the College at a location to be designated. Appropriate signage will be permitted. The College will pay all utility costs associated with the ATM. SFCU will be responsible for maintaining the ATM in working order and in stocking the machine as necessary. There will be no charge to SFCU members for use of the ATM machines on campus.

4. The College will include literature inserts in mailings promoting membership in SFCU. SFCU will pay any incremental mailing costs associated with such mailings. The College will be permitted to review and approve all copy related to such mailings. The College will provide SFCU with specific mailing dates to allow for the preparation of such materials. In addition, SFCU will have the opportunity to notify students and alumni of the benefits of SFCU membership through other media means as mutually agreed to by both parties.

5. The College will permit SFCU to be present and set up to distribute materials to students, employees and alumni on dates such as student orientation, registration, etc. and to answer any questions about the benefits of SFCU membership. SFCU will also provide educational seminars regarding personal finances as requested by the College.

6. All written materials distributed shall clearly state that any person becoming a member of SFCU does so voluntarily, and that the relationship is with SFCU and not with the College or the Foundation.

7. All information and files provided by any of the parties herein shall be treated as confidential to the extent permitted by law and shall be treated as the exclusive property of the party providing the information.

8. The identification card created hereunder may be used as an employee, student or alumni identification card and/or as a debit/cash card for members of SFCU. Any member requesting a credit card and qualifying for it under SFCU's underwriting standards, shall be issued a separate card. The identification card will have track II on the magnetic stripe reserved for the use of SFCU. The identification card will include the logo of the College and of SFCU.
9. SFCU will be responsible for issuing timely reports in oral presentations and in writing on
the status of pending and proposed activities, as may reasonably be requested by the
College. At a minimum, the parties will meet at least once each year to discuss the
progress of the project. The meeting time, place and attendees shall be as mutually agreed
upon by the parties. At such meetings, SFCU shall present a written report to the College
with respect to project status and progress. Such report shall include a summary of the
accomplishments, concerns and difficulties during the prior reporting period, the anticipated
results during the next reporting period, and a summary of accounts opened, products
utilized and revenue to or on behalf of the College and Foundation.

End of Text for Exhibit C
SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

DECLARATION OF COMPLIANCE - SUBJECT TO AUDIT
Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By Applicant/Employer/Contractor

I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County Living Wage Law (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received Assistance, from the County of Suffolk as defined in the Law (Assistance), a wage rate of no less than $9.00 per hour worked with health benefits, as described in the Law, or otherwise $10.25 per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received Assistance shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulation under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. In addition, an annual report of employment activities, including relevant particulars of each covered employee, will be provided to the County for their files. (Chapter 347-7 E)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 347-4 C)

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Signature

4/15/04

Date

EDWARD BOUGHAL, PRESIDENT/CEO
Print Name & Title

SUFFOLK FEDERAL CREDIT UNION 631-924-8000 112200 411
Company Name Phone # Federal Employer ID#

County Vendor # (if known)

LW-33
I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County Living Wage Law (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received Assistance, from the County of Suffolk as defined in the Law (Assistance), a wage rate of no less than $9.00 per hour worked with health benefits, as described in the Law, or otherwise $10.25 per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received Assistance shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

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I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Signature

Date

EDWARD BOUGHAL, PRESIDENT/CEO
Print Name & Title

SUFFOLK FEDERAL CREDIT UNION 631-924-8000
Company Name Phone #

County Vendor # (if known)

Federal Employer ID#

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