

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 7, 2024 Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an ATM Operating License Agreement with Guardians Credit Union for the term of February 18, 2024 through February 17, 2027, for automated teller machines placed in the following locations:



- A) Vista Center, 2300 N. Jog Road, West Palm Beach, FL 33411;
- B) PBC Criminal Justice Complex, 3228 Gun Club Road, West Palm Beach, FL 33406;
- C) South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, FL 33444;
- D) Main County Courthouse, 205 N. Dixie Highway, West Palm Beach, FL 33401; and
- E) North County Courthouse, 3188 PGA Boulevard, Palm Beach Gardens, FL 33410.

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. This ATM Operating License Agreement (License Agreement) has been executed on behalf of the Board of County Commissioners (Board) by the Director of Facilities Development and Operations in accordance with the delegation of authority approved by the Board. This License Agreement commenced on February 18, 2024 and will extend through February 17, 2027, with two (2) extension options of one (1) year each; has no rent or fees; and may be terminated by either party, for any reason, upon thirty (30) days written notice to the other party. Property & Real Estate Management Division will continue to administer this License Agreement. **(Property & Real Estate Management) Districts 1, 3 & 7 (YBH)**

Background and Justification: On June 5, 2012, the Board approved a standard ATM Operating License Agreement with the Guardians Credit Union (Credit Union) for installation and operation of automated teller machines (ATM) in County-owned buildings, and delegated authority to the Director of Facilities Development and Operations Department to sign and administer the License Agreement, including all amendments and extensions thereof. The prior License Agreement (R2019-0210) expired on February 17, 2024, with no remaining options. This License Agreement is for the term of February 18, 2024 through February 17, 2027 and allows ATMs located in the subject County buildings to continue to be available to the County employees and the public who access said buildings. A Disclosure of Beneficial Interests is not required for a standard ATM Operating Agreement with the Credit Union.

Attachments:

- 1. Location Map (5)
- 2. ATM Operating License Agreement

Recommended By:		4/02/24
	Department Director	Date
Approved By:		4/15/24
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

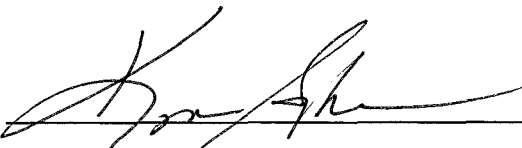
Does this item include the use of state funds? Yes _____ No X

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

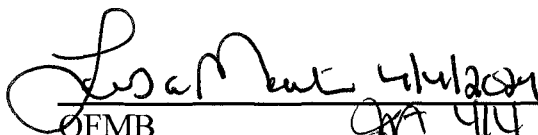
There is no fiscal impact.

Fixed Asset Number N/A

C. Departmental Fiscal Review: 

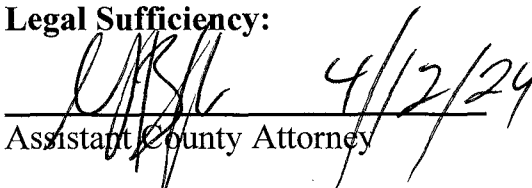
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 4/11/24
 OFMB
 SW 414
 414

 4/9/24
 Contract Development and Control
 SW 4/8/24

B. Legal Sufficiency:

 4/12/24
 Assistant County Attorney

C. Other Department Review:

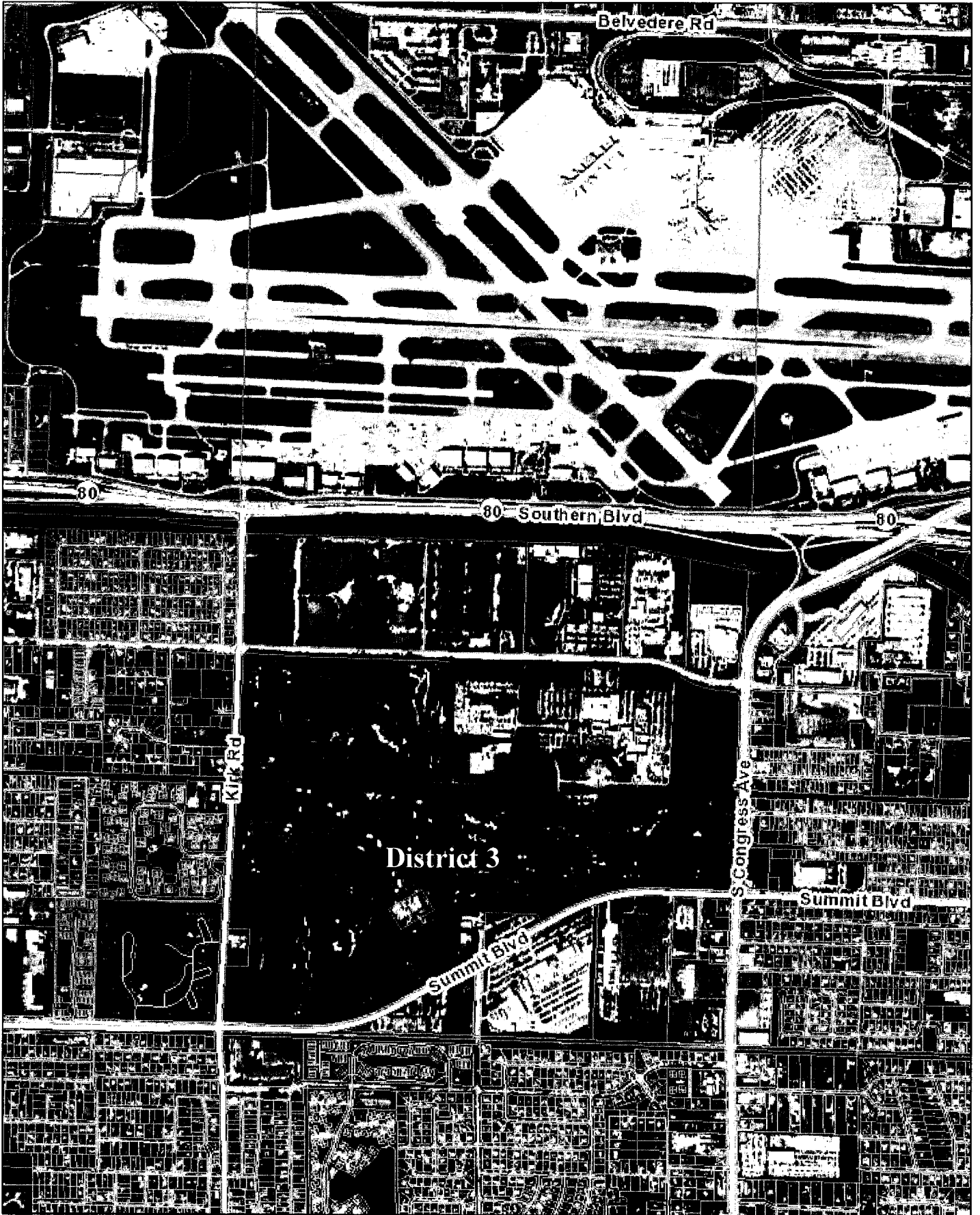
 Department Director

This summary is not to be used as a basis for payment.

LOCATION MAP

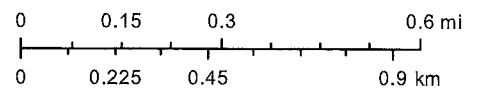
Palm Beach County Criminal Justice Complex
3228 Gun Club Rd, West Palm Beach

00-43-44-06-00-000-1050



March 5, 2024

1:18,056

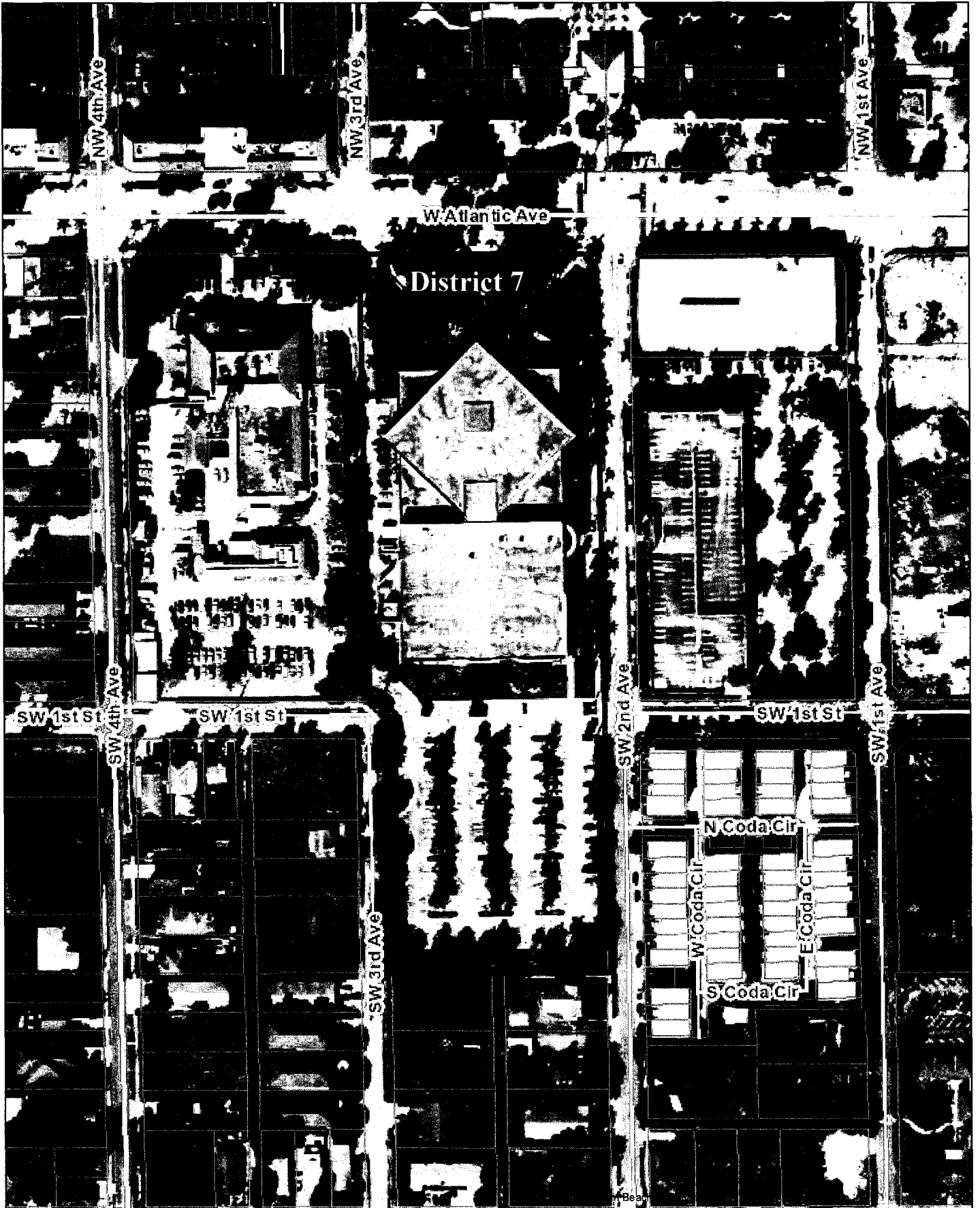


ATTACHMENT #1

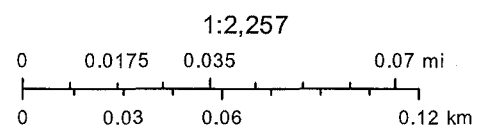
Page 1 of 5

LOCATION MAP
South County Courthouse
200 W Atlantic Ave, Delray Beach

12-43-46-17-47-000-0000

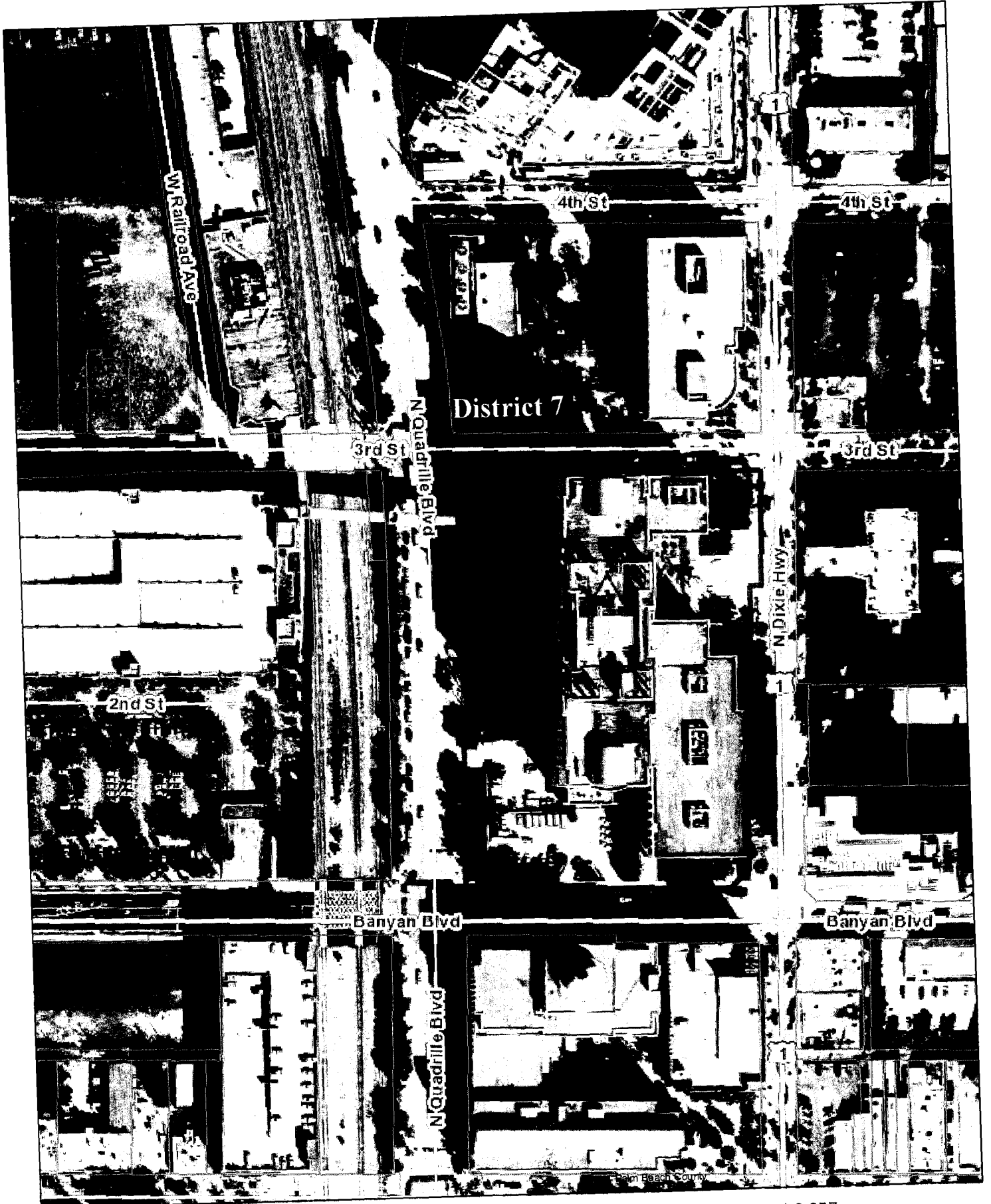


March 5, 2024



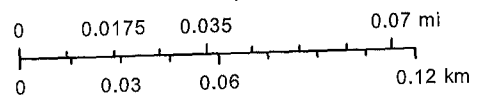
LOCATION MAP
Palm Beach County Courthouse
205 N Dixie Hwy, West Palm Beach

74-43-43-21-01-052-0010



March 5, 2024

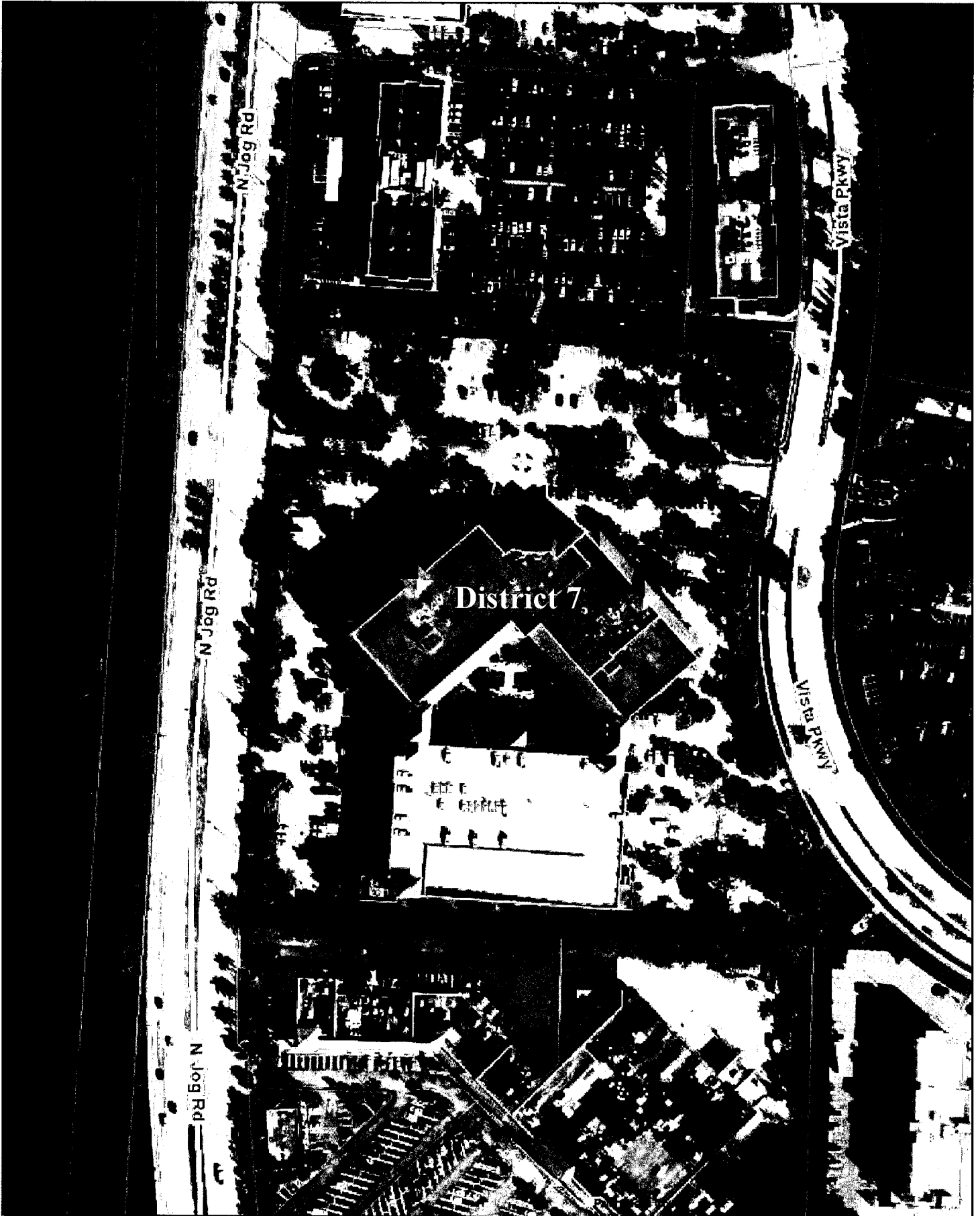
1:2,257



LOCATION MAP

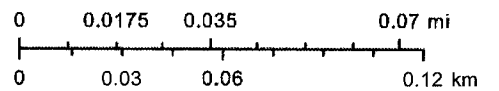
Vista Center
2300 N Jog Rd, West Palm Beach

00-42-43-22-16-022-0000



January 11, 2024

1:2,257



ATTACHMENT #1

Page 4 of 5

LOCATION MAP

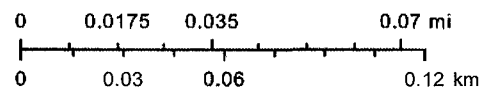
North County Courthouse
3188 PGA Blvd, Palm Beach Gardens

52-43-42-06-24-000-0010



March 5, 2024

1:2,257



ATTACHMENT #1

Page 5 of 5

Attachment #2
ATM Operating License Agreement (1 @ 25 pages)

ATM OPERATING LICENSE AGREEMENT

THIS ATM OPERATING LICENSE AGREEMENT (the "Agreement") is made and entered into February 18, 2024, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, through its Board of County Commissioners (the "County") and the **GUARDIANS CREDIT UNION**, a not-for-profit financial cooperative owned and operated by its members, who include the employees of Palm Beach County (the "Credit Union"), located at 3469 Summit Boulevard, West Palm Beach 33406, with Florida tax ID #59-0947735.

WHEREAS, the County owns and has improved property known as Palm Beach County Criminal Justice Complex located at 3228 Gun Club Road, West Palm Beach, Florida 33406; South County Courthouse located at 200 W. Atlantic Avenue, Delray Beach, Florida 33444; Palm Beach County Courthouse located at 205 N. Dixie Highway, West Palm Beach, Florida 33401; Vista Center located at 2300 N. Jog Road, West Palm Beach, Florida 33411; and North County Courthouse located at 3188 PGA Boulevard, Palm Beach Gardens, FL 33410 (collectively the "Premises"); and

WHEREAS, the County has agreed to allow the Credit Union to install, operate and maintain automated teller machines (ATMs) at various locations in Palm Beach County through the Terms of Use attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Credit Union currently leases ATM space within the Premises for the operation of ATMs which lease expires on February 17, 2024; and

WHEREAS, the County and the Credit Union desire to continue to provide ATMs at the Premises; and

WHEREAS, the County and the Credit Union acknowledge and agree to abide by the Terms of Use attached to this Agreement; and

WHEREAS, the County has agreed to allow the Credit Union to maintain its ATMs on the Premises for the convenience of County employees subject to the terms set forth below and in the Terms of Use and other Exhibits.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Recitals

The recitals contained above are true and correct and incorporated herein by reference.

Section 2 Subject to Terms of Use

The Credit Union acknowledges that this Agreement and Credit Union's use and occupancy of the Premises are subject to and governed by the Terms of Use between the County and the Credit Union, a copy of which is attached as Exhibit "A". The Terms of Use are hereby ratified, confirmed, adopted, and incorporated into and made a part of this Agreement.

Section 3 Term

The term of this Agreement shall commence on February 18, 2024, and shall extend for a period of three (3) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. County hereby grants to Credit Union, so long as Credit Union shall not be in default of any term, covenant, condition or payment of rent under this Agreement, the right and option to extend the Term of this Agreement for two (2) successive periods of one (1) year each under the same terms and conditions of this Agreement and commencing upon the expiration of the initial Term of this Agreement or any extension thereof. Credit Union shall exercise its option to extend, if at all, by written notice to the County received by the County on or before thirty (30) days prior to the expiration of the initial Term of this Agreement or any extension thereof.

Section 4 Installation and Operation of the ATMs

A. The Credit Union shall install and operate one ATM, the dimensions of which are identified in Exhibit "B", on the Premises in the locations approved by the County specifically identified in Exhibits "B-1, Palm Beach County Criminal Justice Complex", "B-2, South County Courthouse", "B-3, Palm Beach County Courthouse", "B-4, Vista Center", and "B-5, North County Courthouse" attached hereto and incorporated herein.

B. All building modifications and connections to building infrastructure, including electrical connections, cable connections, and wall penetrations, are subject to County approval.

C. The Credit Union shall be responsible for and pay all costs associated with the installation, use, maintenance and repair of the ATMs including all costs for telecommunication circuits and service.

D. The Credit Union shall not assess a fee to any user of an ATM unless specifically authorized in the Terms of use.

E. The Credit Union acknowledges and agrees that the ATMs shall only be available for use when the County has the Premises open for business. The Credit Union shall not request the County to allow access to the ATMs after normal operating hours.

F. Any individual user of an ATM who experiences a problem while operating the ATM should contact: (i) the Credit Union if the individual is a member of the Credit Union (561-686-4006, ext. 1114), or (ii) his/her own personal financial institution if the individual is not a

member of the Credit Union. The Credit Union shall post this information on or near the ATMs.

Section 5 Repair and Maintenance of the ATMs

The Credit Union shall provide all necessary repair and maintenance to the ATMs. The Credit Union shall balance the ATMs and provide routine maintenance as needed to ensure ATMs are in good working order. The ATMs are self-monitoring and automatically alerts the Credit Union by email when in need of repair. Upon notice from an ATM, the Credit Union shall provide all the repairs necessary to restore the ATM to full operation. Should the need arise to contact the Credit Union regarding repair or maintenance of an ATM, the County shall contact Executive Assistant at 686-4006, ext. 1112, or the President/CEO at 686-4006, ext. 1978.

Section 6 Access to Premises

Credit Union employees and subcontractors who are required to enter the Premises, which is a "critical facility" as identified in Resolution R2013-1470, as amended, to perform responsibilities under this Agreement shall comply with the provisions of Ordinance 2003-030, as may be amended from time to time, the Criminal History Records Check Ordinance ("Ordinance"), and all security procedures specific to the site including screening. The Ordinance is attached hereto as Exhibit "C" and by reference made a part hereof.

Section 7 Rules of Premises

Credit Union shall adhere to the rules that govern the Premises as set forth in the Terms of Use.

Section 8 Credit Union Acknowledgements

A. The Credit Union agrees and acknowledges that it has inspected the locations of the ATMs and accepted the locations "As-is", "Where is" including the current security conditions. The Credit Union acknowledges that there are no security cameras in the areas of the ATMs and there are no plans to install any. In the event security cameras are ever installed in the general areas of the ATMs, such equipment will not ensure the security of the ATMs nor any persons using same. The Credit Union assumes responsibility for any and all claims arising from any and all use of the ATMs. Credit Union fully understands that any Sheriff's Office law enforcement personnel or County security personnel that might be in or around the Premises for the purpose of security are not responsible for protection of the ATMs. The Credit Union expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the ATMs shall be the sole financial responsibility of Credit Union, and can be installed by the Credit Union only after Credit Union has sought and been granted County approval.

B. The Credit Union shall, at its sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities now in force, or which may hereafter be in force, pertaining to the

Credit Union or its use of the ATMs and Premises. The Credit Union shall faithfully observe, in the use of the Premises, all municipal and county ordinances and state and federal statutes now in force, or which hereafter may be in force. The Credit Union shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims and damages resulting from the Credit Union's failure to perform its specified obligations.

Section 9 County Responsibilities

A. The County shall perform, on behalf of the Credit Union, any building modifications or connections to building infrastructure required for the installation or repair of the ATMs including electrical connections and wall penetrations.

B. The County shall provide access to existing telephone lines for the ATMs and pay the costs of the electricity for the ATMs.

Section 10 Indemnification

The Credit Union shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of their performance of the terms of this Contract or due to the acts or omissions of Credit Union.

Section 11 Insurance

During the entire term of this Agreement, the Credit Union shall keep in full force and effect General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage including coverage for Premises-Operations, Contractual and Product Liability, Independent Contractors, Contractor Liability and Broad Form Property Damage Liability coverage.

Credit Union shall maintain Business Automobile Liability insurance with limits of liability not less than \$500,000 each occurrence for owned, non-owned and hired automobiles. In the event Credit Union has no owned automobiles, the requirement shall be to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. This coverage shall be provided on a primary basis.

The Credit Union shall also keep in full force and effect Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes.

The Credit Union shall provide Certificates of Insurance prior to the ATMs being placed in service which shall identify Palm Beach County as an Additional Insured to:

Palm Beach County Board of County Commissioners
Insurance Compliance
c/o EBIX, Inc.
PO Box 100085- DX
Duluth, GA 30096
pbcounty@ebix.com

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Subsequently, the Credit Union shall, during the term of the Agreement, and prior to each renewal thereof, provide such evidence to EBIX at pbcounty@ebix.com or fax (770) 325-0907, which is Palm Beach County's insurance management system. The Credit Union shall provide the Additional Insured endorsement coverage on a primary basis. The certificates shall indicate at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

The Credit Union hereby waives any and all rights of subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Credit Union shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy in which a condition to the policy specifically prohibits such an endorsement or voids coverage for entering into such an agreement on a pre-loss basis.

In no event shall the limits of said insurance policies be considered as limiting the liability of the Credit Union under this Agreement. In the event the Credit Union fails to maintain in full force and effect any insurance coverage required to be obtained, the County shall have the right to terminate this Agreement immediately. Notwithstanding the foregoing, the Credit Union shall defend and hold the County harmless from any loss or damage incurred or suffered by County from the Credit Union's failure to maintain such insurance.

In the event of loss or damage to the Premises and/or any of the Credit Union's equipment, the Credit Union shall look solely to any insurance in its favor without making any claim against the County.

Section 12 Termination

The parties reserve the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party to this Agreement. Upon termination of this Agreement, the Credit Union shall, at its sole cost and expense, remove all of its equipment and personal property from the Premises and surrender the areas of the ATMs in the same condition as they were upon execution of this Agreement, reasonable wear and tear excepted. In the event the County opts to terminate this Agreement, the County shall not be responsible for the costs to remove the ATMs nor any business damages suffered by the Credit Union and this Agreement shall terminate and

County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. In addition, the County shall have no obligation to identify alternative locations for the ATMs.

Section 13 Non-Discrimination

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Credit Union warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Credit Union represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Credit Union shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Credit Union retaliate against any person for reporting instances of such discrimination. The Credit Union shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Credit Union understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Credit Union shall include this language in its subcontracts.

Section 14 Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15 Severability

In the event that any section, paragraph, sentence, clause or provision hereof is held, by a court of competent jurisdiction, to be invalid, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 16 Entirety of Agreement

This Agreement and any exhibits attached and forming a part hereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the Credit Union concerning the ATMs, their installation and use. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or the Credit Union unless reduced to writing and signed by them.

Section 17 Notices

Any consents, approvals and permissions by the County shall be effective and valid only if in writing. All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to the County at:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: (561) 233-0210

If to the Credit Union at:

Guardians Credit Union
Attn: COO
3469 Summit Boulevard
West Palm Beach, FL 33406
Fax: (561) 687-9943

With a copy to:
Guardians Credit Union
Executive Assistant
3469 Summit Boulevard
West Palm Beach, FL 33406
Fax: (561) 687-9943

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

Section 18 Assignment and Sublicensing

Credit Union, and its successors and assigns, may not assign, mortgage, pledge or encumber this Agreement in whole or in part, nor sublet or rent, nor enter into any concession or license agreement with respect to all or any portion of the Premises, nor grant any easements affecting the Premises, without written consent of the County, which may be granted or withheld at County's absolute discretion. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

Section 19 Default

Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

Section 20 No Third Party Beneficiary

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Palm Beach County or employees of County or Credit Union.

Section 21 Palm Beach County Office of the Inspector General Audit Requirements

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of entities, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of

Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 22 Interactions with County Staff

In all interactions with County staff, Credit Union and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

Section 23 Independent Contractor Relationship

The Credit Union is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Credit Union's sole direction, supervision, and control. The Credit Union shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Credit Union's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County. The Credit Union does not have the power or authority to bind the County in any promise, agreement or representation.

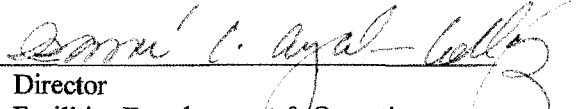
Section 24 Effective Date of Agreement

This Agreement shall become effective only when signed by all parties (the "Effective Date").

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the day and year first above written.

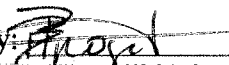
PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by and through its Board of County
Commissioners, by its Director of Facilities
Development & Operations

By: 
Director
Facilities Development & Operations

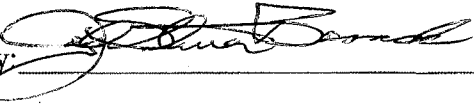
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: /s/ Yelizaveta B. Herman
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Director, PREM

GUARDIANS CREDIT UNION, a not-for-
profit financial cooperative owned and
operated by its members who include the
employees of Palm Beach County

By: 
Print Name: John Steven Bosack
President/CEO

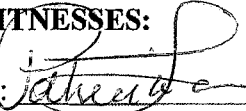
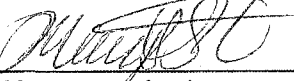
WITNESSES:
By: 
Signature of Witness
By: Patricia Lane
Print Witness Name
By: 
Signature of Witness
By: MARA Stark
Print Witness Name

EXHIBIT "A"
TERMS OF USE

Palm Beach County agrees to continue to allow Guardians Credit Union ("Credit Union") to maintain Automated Teller Machines (ATM) at the following County locations:

- i. Palm Beach County Criminal Justice Complex
3228 Gun Club Road
West Palm Beach, Florida 33406
- ii. South County Courthouse
200 W. Atlantic Avenue
Delray Beach, Florida 33444
- iii. Palm Beach County Courthouse
205 N. Dixie Highway
West Palm Beach, Florida 33401
- iv. Vista Center
2300 N. Jog Road
West Palm Beach, Florida 33411
- v. North County Courthouse
3188 PGA Boulevard
Palm Beach Gardens, FL 33410

It is further agreed that:

1. Credit Union shall have the sole responsibility of the maintenance and upkeep of the ATM.
2. Credit Union agrees that Palm Beach County will incur no costs whatsoever with the machine being on site other than the cost associated with providing electricity for the operation of the machine.
3. Palm Beach County has the right to request that the machine be removed at any time within 30 days written notice to Credit Union at the address listed on this agreement.
4. Credit Union acknowledges access to the building and its equipment is subject to restrictions, which during heightened security protocols may include, but not limited to, denied access and additional procedures and searches, as determined by the Palm Beach County Sheriff's Office (PBSO) and its agents and assigns.
5. The sidewalks, entrances, passages, courts, elevator, vestibules, stairways, corridors or halls of the Building shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Premises demised to County or occupant.
6. No awnings or other projections shall be attached to the outside walls or windows of the building.

7. No showcases, signs or other articles shall be put in front of or affixed to any part of the exterior of the Building or the common areas, nor placed in the halls, on the ATM's, corridors, vestibules or other public parts of the building.
8. All signs located within the Premises shall be of professional quality and shall be approved by County prior to installation. All pictures and wall hangings in the Premises shall be framed and properly mounted.
9. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. Credit Union shall not bring to keep, or permit to be brought or kept, any inflammable combustible or explosive fluid, material, chemical or substance in or about the Premises.
10. No bicycles, vehicles, or animals (except for service animals) of any kind shall be brought into or kept in or about the Premises. No cooking (restaurant use excepted) shall be done or permitted in the building by Credit Union without the approval of the County. Credit Union shall not cause or permit any unusual or objectionable odors to emanate from the Premises.
11. No space in the building shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior consent of the County.
12. Credit Union shall not make, or permit to be made, any unseemly or disturbing notices or disturb or interfere with other tenants or occupants of the building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio devices, unmusical noises, whistling, singing, or in any other way. Nothing shall be thrown out of any door or window.
13. No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made to locks or mechanism thereof.
14. The County shall have the right to prohibit any advertising by any Credit Union or occupant which, in the County's opinion, tends to impair the reputation or desirability of the building, and upon notice from the County, such Credit Union or occupant shall refrain from or discontinue such advertising. There shall be no soliciting of any type by Credit Union, its agents, employees, customers, vendors in or about the building unless specifically approved, in writing, by the County.
15. No Premises shall be used, or permitted to be used for lodging or sleeping, or for any immoral or illegal purpose.
16. There shall not be used in the building, either by any Credit Union or occupants or by their agents or contractors, in the delivery, shipping or receipts of merchandise freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as the County may require.

17. Credit Union shall adhere to all energy conservation practices adopted by County in the operation and maintenance of the building.

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**“RESTRICTED” CONFIDENTIAL DOCUMENTS
DO NOT COPY/RECORD**