

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 7, 2012       Consent       Regular  
    Ordinance       Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

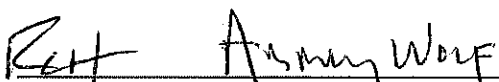
**Motion and Title: Staff recommends motion to approve:** a First Amendment to and Reinstatement of ATM Operating License Agreement (R2007-0140) with the PBC Credit Union to retroactively extend the term to February 5, 2015, for the operation of an automated teller machine (ATM) at the Vista Center Office Building.

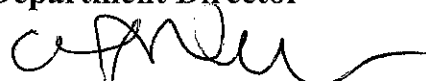
**Summary:** The ATM Operating License Agreement (ATM Agreement), which provides the terms and conditions under which PBC Credit Union uses space on the first floor of the County-owned Vista Center Office Building located at 2300 North Jog Road in West Palm Beach for the operation of an ATM, expired on February 5, 2012. The ATM Agreement provided for two (2) renewal options, each for a period of five (5) years. This First Amendment reduces the term of each renewal option from five (5) years to three (3) years each. Both parties must approve the renewal option. PBC Credit Union has approved a renewal to extend the term of the ATM Agreement until February 5, 2015. The renewal now requires Board approval. The ATM Agreement provides that either party may terminate the ATM Agreement for any reason upon thirty (30) days notice to the other party. PBC Credit Union is not charged a license fee for the use of the ATM space. This First Amendment: (i) renews the term for 3 years; (ii) provides for disclosure of the County Ordinance establishing the Office of the Inspector General; and (iii) reduces the term of the remaining renewal option to three (3) years. Other than the changes set forth herein all other terms and conditions remain the same. (PREM) District 2 (HJF)

**Background and Justification:** On February 6, 2007, the Board approved the ATM Agreement, which provided for the installation of an ATM in the Vista Center Office Building for the convenience of County employees. PBC Credit Union was formerly known as the Credit Union of Palm Beach County. The PBC Credit Union is a not-for-profit financial cooperative owned and operated by its members who include the employees of Palm Beach County. The PBC Credit Union's EIN is 59-0947735.

**Attachments:**

First Amendment

Recommended By:  Department Director      1/19/12      Date

Approved By:  County Administrator      1/30/12      Date



**FIRST AMENDMENT  
TO AND REINSTATEMENT OF  
ATM OPERATING LICENSE AGREEMENT**

**THIS FIRST AMENDMENT TO AND REINSTATEMENT OF ATM OPERATING LICENSE AGREEMENT** (the "First Amendment") is made and entered into \_\_\_\_\_ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), and the **PBC CREDIT UNION**, a not-for-profit financial cooperative owned and operated by its members who include the employees of Palm Beach County ("Credit Union"). County and Credit Union are sometimes referred to herein collectively as the "parties".

**WITNESSETH:**

**WHEREAS**, County and Credit Union (which was originally referred to as the Credit Union of Palm Beach County) entered into that certain ATM Operating License Agreement dated February 6, 2007 (R2007-0140) (the "Agreement"), for the use of the Premises as defined in the Agreement and located at the Vista Office Building 2300 North Jog Road in West Palm Beach; and

**WHEREAS**, Credit Union has provided County with written notice that Credit Union wishes to modify the length of time allowed for its two renewal options and exercise the first of the two available renewal options; and

**WHEREAS**, County wishes to amend the Agreement to incorporate certain language required by County; and

**WHEREAS**, the term of the Agreement ended on February 5, 2012; and

**WHEREAS**, the parties desire to reinstate the Agreement and amend it as set forth herein; and

**WHEREAS**, County and Credit Union acknowledge and agree that during the period from February 6, 2012, until the Effective Date of this First Amendment, the parties were and are bound by the terms of the Agreement.

**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 hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Agreement.
2. The parties agree that the two renewal options available shall be reduced from five (5) years each to three (3) years each, and that the term of the Agreement shall be renewed for the first three (3) year renewal period commencing on February 6, 2012, extending the term through February 5, 2015.
3. The reference to Credit Union's tax ID number is changed to tax ID #59-0947735.
4. Palm Beach County has established the Office of the Inspector General. 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 audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

5. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and the parties hereby ratify, confirm and adopt the Agreement, as amended.
6. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners ("Effective Date").

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the day and year first written above.

ATTEST:

COUNTY:

SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a  
political subdivision of the State of Florida

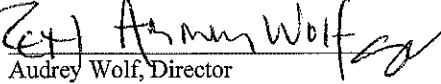
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
Assistant County Attorney

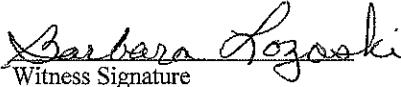
APPROVED AS TO TERMS  
AND CONDITIONS

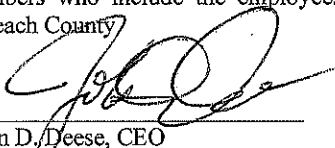
  
Audrey Wolf, Director  
Facilities Development & Operations

WITNESSES:

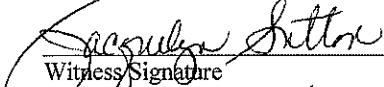
CREDIT UNION:

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

  
Witness Signature

By:   
John D. Deese, CEO

BARBARA LOZOSKI  
Print Witness Name

  
Witness Signature

Jacquelyn Sutton  
Print Witness Name

Contract Number: 00903000  
COI Number: 021722-003

**CUMIS INSURANCE SOCIETY, INC.  
CERTIFICATE OF INSURANCE**

This is to certify that such insurance policies as indicated below by policy number have been issued on forms in current use by the society. Hazards covered are indicated by (X). This CERTIFICATE OF INSURANCE neither affirmatively nor negatively amends, extends, or alters the coverage afforded by these policies. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

**Name and Address of Certificate Holder**  
Palm Beach County Sheriff's Office  
3228 Gun Club Rd  
West Palm Beach FL 33406 3001

Type of Insurance	Policy Number	Expiration Date	Limits of Liability
WORKERS' COMPENSATION EMPLOYERS' LIABILITY			Statutory
COMPREHENSIVE GENERAL LIABILITY (X) OCCURRENCE ( ) Policy Aggregate Limit	039399	05/01/2012	\$300,000 Each Occurrence N/A Policy Aggregate
AUTOMOBILE LIABILITY ( ) Owned Automobiles ( ) Hired Automobiles ( ) Non-Owned Automobiles ( ) Repossessed Automobiles			Combined Single Limit Each Occurrence
EXCESS LIABILITY (X) OCCURRENCE ( ) Policy Aggregate Limit	039399	05/01/2012	\$4,000,000 Each Occurrence N/A Policy Aggregate

Should any of the described policies be cancelled before the expiration date noted, the Society will mail 45 days prior written notice of such cancellation to the above named Certificate Holder. The mailing of the notice shall be sufficient proof of notice.

**Description and location of operations and/or automobiles and/or property covered:**

The above coverage applies to the automated teller machines of the Credit Union of Palm Beach County located at:  
The Palm Beach County Downtown Courthouse, 201 N Dixie Hwy, West Palm Beach, FL  
Palm Beach County Vista Office Building 2300 N Jog Road, Palm Beach, FL  
Rinker, 1501 N Belvedere Rd, West Palm Beach FL  
JFK Hospital, 5301 S Congress Ave, Atlantis, FL  
Palm Beach Sheriff's Office, 3228 Gun Club Rd, West Palm Beach, FL  
Refer to CUPOP 6102 for the Additional Insured Endorsement.

**Name and Address of Insured:**  
PBC CREDIT UNION  
3469 Summit Blvd  
West Palm Beach FL 33406 4109

**Date:** 02/22/2011

**By:**



AUTHORIZED REPRESENTATIVE

### **Important Notice**

This is your current Certificate of Insurance. This replaces any previously issued Certificate of Insurance that may have been issued to you. The General Liability and Excess Liability coverages may contain both a Per Occurrence and General Aggregate limit. Refer to the Certificate of Insurance for specific coverage, limit and deductible information.

### **Questions Regarding This Certificate**

If you have questions regarding this Certificate, please contact our Customer Response Center at 1-800-637-2676.



039399

CUMIS Insurance Society, Inc.

Home Office:  
2000 Heritage Way  
Waverly, IA 50677

Administrative Office:  
5910 Mineral Point Rd  
Madison, WI 53705

**ADDITIONAL INSURED ENDORSEMENT  
PREMISES YOU LEASE  
CREDIT UNION PACKAGE OF PROTECTION**

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered. The Common Policy Provisions apply to this endorsement. This endorsement modifies the Business Liability Coverage.

Effective 05/01/2011,12:01 a.m. until cancelled.

Designation of Premises (Part You Lease):

various FL 00000 0000

Automated Teller Machines located at:

- 501 South Congress Ave., Delray Beach, FL
- 301 North Olive Ave., West Palm Beach, FL
- 200 Civic Center Way, Royal Palm Beach, FL
- 3188 PGA Blvd., Palm Beach Gardens, FL
- 2300 North Jog Rd., West Palm Beach, FL

Name of Person or Organization (Additional Insured):

Palm Beach County Board of County Commission  
Attn: Director PREM  
2633 Vista Pkwy  
West Palm Beach FL 33411 5613

**WHO IS AN INSURED**

**Who Is An Insured**

The Who Is An Insured provision in the Business Liability Coverage is replaced with the following:

1. The organization named on the Declarations.
2. Each of the following is also an Insured:
  - a. Your employees, but only for acts within the scope of their employment by you. However, none of these employees is an Insured for:
    - 1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment;
    - 2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
    - 3) "Property damage" to property owned or occupied by or rented or loaned to that

**ADDITIONAL INSURED ENDORSEMENT  
PREMISES YOU LEASE  
CREDIT UNION PACKAGE OF PROTECTION**

---

**Who Is An Insured - continued**

- b. Any person (other than your employee), or any organization while acting as your real estate manager.
3. Your volunteer workers but only with respect to their liability for your activities or activities they perform on your behalf.
4. Members of your Board of Directors and committees while acting within the scope of their duties as such on your behalf.
5. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.
6. The person or organization shown on this endorsement is also an Insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated on this endorsement, leased to you, and subject to the following additional exclusions:
 

The insurance does not apply:

  - a. To any "occurrence" which takes place after you cease to be a tenant in said premises; or
  - b. To structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured on the Declarations.