

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

Meeting Date: June 5, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) Approve: a standard ATM Operating License Agreement with the PBC Credit Union, a not-for-profit financial cooperative owned and operated by its members who include the employees of Palm Beach County, for the installation and operation of automated teller machines in County-owned buildings; and

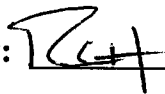
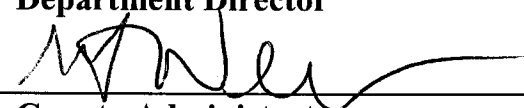
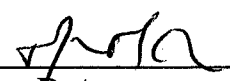
B) Authorize: the Director of Facilities Development and Operations to sign and administer the ATM Operating License Agreement, including all amendments, and extensions thereof.

Summary: On October 22, 2002, the Board adopted Ordinance 2002-067, the Palm Beach County Real Property Acquisition, Disposition and Leasing Ordinance (PREM Ordinance) which authorized the Director of the Facilities Development and Operations Department (FDO) or his or her designee to execute, on behalf of the Board, standard form license agreements approved by the Board. This license agreement establishes the standard terms and conditions under which the Credit Union can install and operate an automated teller machine (ATM) in a County-owned building. Site-specific conditions shall be addressed in a Letter of Agreement attached to and incorporated into the license agreement. The term of use for any agreement will not exceed five (5) years. The Credit Union is responsible for all costs associated with installation, use, maintenance, and repair of the ATM. There is no license fee associated with this license. Either party may terminate the agreement upon thirty (30) days written notice to the other party. The standard agreement includes a disclosure regarding the authority of the Inspector General. The delegation of authority to the Director of Facilities Development and Operations includes the authority to approve and execute agreements, site-specific conditions, amendments, term extensions, and changes to terms when those changes are not inconsistent with the approved standard agreement. **(PREM) Countywide (HJF)**

Background and Justification: On October 22, 2002, the Board enacted the PREM Ordinance which is codified at Chapter 22, Article VI of the Palm Beach County Code. On December 15, 2009, the PREM Ordinance was amended by the Board's adoption of Ordinance 2009-052, which implemented recommendations made by the Palm Beach County Grand Jury. The amendment to the PREM Ordinance did not affect the prior delegation of authority for the Director of FDO or his or her designees to execute standard license agreements.

(continued on page 3)

- Attachments:**
1. Standard ATM Operating License Agreement

Recommended By:		5/17/12
	Department Director	Date
Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>* See below</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

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

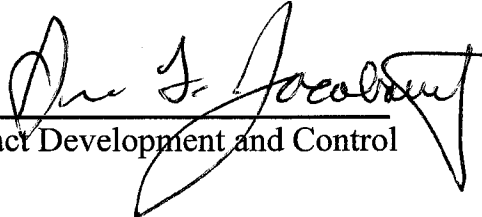
B. Recommended Sources of Funds/Summary of Fiscal Impact:

* No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB  5/22/12
Contract Development and Control  5/24/12

B. Legal Sufficiency:

 5/24/12
Assistant County Attorney

C. Other Department Review:

Department Director

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

ATM OPERATING LICENSE AGREEMENT

THIS ATM OPERATING LICENSE AGREEMENT (the "Agreement") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida, (the "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 (the "Credit Union"), located at 3469 Summit Blvd., West Palm Beach 33406, with Florida tax ID #59-0947735.

WHEREAS, the County owns and has improved property known as _____ located at _____, _____, FL _____ (the "Premises"); and

WHEREAS, the Credit Union desires to install and operate an automated teller machine (ATM) on the Premises; and

WHEREAS, the County has agreed to allow the Credit Union to install its ATM on the Premises for the convenience of County employees subject to the terms set forth below and in the Letter of Agreement 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 Letter Agreement

The Credit Union acknowledges that this Agreement and Credit Union's use and occupancy of the Premises are subject to and governed by a Letter of Agreement ("Letter of Agreement") between _____ and the Credit Union, a copy of which is attached as Exhibit "A". The terms of the Letter of Agreement 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 upon the Effective Date, as hereinafter defined, 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, upon written agreement by both parties 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 ATM

- A. The Credit Union shall install and operate one ATM, the dimensions of which are identified in Exhibit "B", on the Premises, in the location approved by the County specifically identified in Exhibit "C" 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 ATM including all costs for telecommunication circuits and service.
- D. The Credit Union shall not assess a fee to any user of the ATM unless specifically authorized in the Letter of Agreement.
- E. The Credit Union acknowledges and agrees that the ATM 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 ATM after normal operating hours.
- F. Any individual user of the 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 ATM.

Section 5 Repair and Maintenance of the ATM

The Credit Union shall provide all necessary repair and maintenance to the ATM. The Credit Union shall balance the ATM and provide routine maintenance one time per week. The ATM is self-monitoring and automatically alerts the Credit Union by email when in need of repair. Upon notice from the 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 the ATM, the County shall contact _____ at 686-4006, ext. _____, or _____ at 686-4006, ext. _____.

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 R2003-1274, to perform responsibilities under this Agreement shall comply with the provisions of Ordinance 2003-030, as amended, the Criminal

History Records Check Ordinance ("Ordinance"), and all security procedures specific to the site including screening. The Ordinance is attached hereto as Exhibit "D" 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 Letter of Agreement.

Section 8 Credit Union Acknowledgements

- A. The Credit Union agrees and acknowledges that it has inspected the location of the ATM and accepted the location "As-is", "Where is" including the current security conditions. The Credit Union acknowledges that (*choose one*) there are no security cameras in the area of the ATM and there are no plans to install any (*or*) while there are security cameras in the general area of the ATM, such equipment is not there to ensure the security of the ATM nor any persons using same. The Credit Union assumes responsibility for any and all claims arising from any and all use of the ATM. 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 ATM. The Credit Union expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the ATM 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 ATM 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, at the expense of _____ on behalf of the Credit Union, any building modifications or connections to building infrastructure required for the installation or repair of the ATM including electrical connections and wall penetrations.
- B. The County shall provide access to existing telephone lines for the ATM and pay the costs of the electricity for the ATM.

Section 10 Indemnification

The Credit Union shall protect, indemnify, defend, and hold the County, its agents, employees and elected officers harmless from and against any and all claims, actions, damages, liability, loss, expense or cause of action related to the ATM in connection with: 1) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon, or at the Premises, 2) the occupancy or use of the Premises by the Credit Union, 3) any act, error, or omission of the Credit Union, its agents, contractors, employees, or invitees. In the event the County shall be made a party to litigation commenced against the Credit Union, the Credit Union shall protect and hold the County harmless and pay all costs and attorneys' fees incurred by the County in connection with such litigation and any appeals thereof. This provision shall survive termination or expiration of this Agreement.

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 to the County prior to the ATM being placed in service which shall identify Palm Beach County as an Additional Insured. 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 area of the ATM in the same condition as it was 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 ATM 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 an alternative location for the ATM.

Section 13 Non-Discrimination

Credit Union assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression, with respect to their use of the ATM.

Section 14 Remedies

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held 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 or 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 ATM, its 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 5PM on a business day and on the next business day if transmitted after 5PM 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:
PBC Credit Union
Attn: Business Services & Lending Coordinator
3469 Summit Boulevard
West Palm Beach, FL 33406
Fax: (561) _____

With a copy to:

Fax: () _____

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 Subletting

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 Inspector General

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.

Section 21 Effective Date of Agreement

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

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY,
a political subdivision of the State of Florida, by its
Director of Facilities Development & Operations

By: _____
Assistant County Attorney

By: _____
Director
Facilities Development & Operations

WITNESSES:

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

By: _____
Signature of Witness

By: _____
Print Name:

By: _____
Printed Name of Witness

Title: _____

By: _____
Signature of Witness

By: _____
Printed Name of Witness

EXHIBIT A
Letter of Agreement

EXHIBIT B
Dimensions of ATM

EXHIBIT C
Location of ATM

EXHIBIT D
Criminal History Records Check Ordinance 2003-030, as amended

Sec. 2-371. - Title.

This article shall be known and may be cited as the "Palm Beach County Criminal History Record Check Ordinance."

(Ord. No. 03-030, § 1, 8-19-03)

Sec. 2-372. - Authority.

This article is enacted pursuant to the authority vested in the county by F.S. § 125.5801.

(Ord. No. 03-030, § 2, 8-19-03)

Sec. 2-373. - Definitions.

Applicant means the individual who applies for a criminal history record check.

Contractor means any person who is not employed by the county and provides or delivers goods or services for, to or on behalf of the county, which shall include, but shall not be limited to, employees and subcontractors of contractors, unpaid contractors or volunteers, vendors, repair persons and delivery persons. "Contractor" shall also mean any non-governmental tenant of a county-owned building, except tenants of county general aviation airports, including the employees and subcontractors of such tenants. The term "contractor" shall not include any local, state or federal employees, or any persons employed by any mail, courier, postal or other similar delivery services.

County means the board of county commissioners of Palm Beach County and its authorized representatives.

Criminal history record check means a fingerprint-based state and national criminal history record check.

Critical facility means those facilities or areas owned, operated or leased by the county that have been determined by resolution of the board to be critical to security or public safety pursuant to section 2-374 of this article.

Disqualifying criminal offense means a conviction of or a plea of nolo contendere or guilty to any of those criminal offenses listed in appendix A to this article in any jurisdiction during the ten (10) years prior to the date of the criminal history record check. Notwithstanding the foregoing, any conviction for which a full pardon has been granted or any adjudication of delinquency shall not be considered a disqualifying criminal offense.

Existing contractor means a contractor who required access to a critical facility prior to the effective date of this article and will continue to require access to the critical facility after the effective date of this article.

New contractor means a contractor who will require access to a critical facility for the first time on or after the effective date of this article.

(Ord. No. 03-030, § 3, 8-19-03; Ord. No. 08-007, § 1, 3-11-08)

Sec. 2-374. - Critical facilities determination.

The board shall identify by resolution those facilities or areas owned, operated or leased by the county that the board determines to be critical to security or public safety, which resolution may be amended, replaced or supplemented by the board from time to time.

(Ord. No. 03-030, § 4, 8-19-03)

Sec. 2-375. - Criminal history record checks.

(a) All contractors shall be required to undergo a criminal history record check conducted by or on behalf of the county in order to retain or be granted unescorted access to any critical facility. Existing contractors shall be required to undergo a criminal history record check within thirty (30) days of the effective date of this article. New contractors shall be required to undergo a criminal history check prior to being granted unescorted access to any critical facility. Any contractor found to have a disqualifying criminal offense or who fails to provide the information necessary to complete a criminal history record check shall, when acting in his or her capacity as a contractor for or on behalf of the county, be denied access to critical facilities or be required to be accompanied by an escort designated by the county in critical facilities. The decision as to whether to deny access or require an escort in critical facilities shall be at the discretion of the county. Any contractor found to have an arrest for any offense involving juveniles shall, when acting in his or her capacity as a contractor for or on behalf of the county, be denied access to critical facilities where children are located including aquatic centers, Head Start facilities, community centers and the High Ridge Family Center. Any contractor found to have an arrest for any offense involving animals shall, when acting in his or her capacity as a contractor for or on behalf of the county, be denied access to critical facilities where animals are located including animal care and control facilities. The decision of whether to deny access or require an escort in critical facilities shall be at the discretion of the county.

(b) Prior to submitting a request for a criminal history record check pursuant to this article, the county shall notify each applicant to be fingerprinted that his or her fingerprints will be sent to the state department of law enforcement for a state criminal history record check and to the Federal Bureau of Investigation for a national criminal history record check.

(c) The county shall notify any applicant found to have a disqualifying criminal offense in writing that he or she has been found to have a disqualifying criminal offense and will be denied access to critical facilities or be required to be accompanied by an escort designated by the county in critical facilities unless the contractor provides the county with verifiable evidence that he or she does not have a disqualifying criminal offense. The notification shall also state that the contractor has the right to:

- (1) Obtain a copy of his or her criminal history records;

(2) To challenge the completeness and accuracy of the criminal history records pursuant to state and federal law; and

(3) To request a correction, change or update to the criminal history records pursuant to state and federal law.

The written notification, sent by certified mail, shall not include specific information regarding the contractor's criminal history records or the nature of the disqualifying criminal offense. The county shall verify the identity of the contractor prior to releasing the criminal history records to the contractor.

(d) The county shall notify any applicant found to have an outstanding warrant in writing by mail. The notification shall identify the jurisdiction of the outstanding warrant so that the applicant may make arrangements to address the outstanding warrant. The county shall also notify the jurisdiction which issued the warrant that the warrant appeared on the criminal history record check of the applicant.

(e) The county shall notify in writing any applicant found to have a prior arrest, without a disposition on record, for the criminal offenses listed on appendix A to this article. If the arrest still has no disposition six (6) months after the date of the notice to the contractor, the contractor shall be denied access to critical facilities or be required to be accompanied by an escort designated by the county in critical facilities until the contractor provides the county with verifiable evidence that the prior arrest has been resolved without a conviction or plea of nolo contendere or guilty to any of the criminal offenses listed on appendix A to this article.

(f) The county administrator may establish procedures for the implementation of this article, which may include, but shall not be limited to, procedures for obtaining and processing criminal history record check information, standardizing information to be included in solicitations issued by the county and notifying contractors of the requirements of this article.

(g) Notwithstanding any provision of this article to the contrary, the access restrictions set forth in this article shall only apply when a person is acting in his or her capacity as a contractor for or on behalf of the county.

(h) Nothing in this article shall be construed as prohibiting or preventing the county from conducting any other background screening that the county may lawfully undertake.

(Ord. No. 03-030, § 5, 8-19-03; Ord. No. 08-007, § 2, 3-11-08)

Sec. 2-376. - Alternative compliance.

A contractor shall be exempt from the requirements of this article if the contractor is subject to and in compliance with the criminal history record check requirements of:

(1) Title 49 Code of Federal Regulations Parts 1500 et al., as may be amended from time to time or any successor regulation or other federal regulation establishing criminal history record check requirements for public-use airports; or

(2) Any other federal, state or local law, which are equal to or more stringent than the requirements of this article.

(Ord. No. 03-030, § 6, 8-19-03)

Sec. 2-377. - Enforcement.

This article shall be enforceable by all remedies available at law, but shall not be enforced as a misdemeanor in accordance with F.S. § 125.69(1).

(03-030, § 7, 8-19-03)

APPENDIX A. DISQUALIFYING CRIMINAL OFFENSES

1. Carrying a weapon or explosive into building where same is posted as prohibited.
2. Destruction or vandalism to a public buildings or property.
3. Conveying false information and threats.
4. Murder.
5. Assault with the intent to murder.
6. Espionage.
7. Sedition.
8. Kidnapping or hostage taking.
9. Treason.
10. Rape or aggravated sexual abuse.
11. Unlawful possession, use, sale, distribution or manufacture of an explosive, weapon or weapon of mass destruction.
12. Terrorism.
13. Hate crimes.
14. Extortion.
15. Armed or felony unarmed robbery.
16. Distribution of, or intent to distribute, a controlled substance.
17. Felony arson.
18. Felony involving a threat.
19. Felony involving:
 - A. Willful destruction of property.
 - B. Importation or manufacture of a controlled substance.
 - C. Burglary.
 - D. Theft.
 - E. Dishonesty, fraud or misrepresentation.
 - F. Possession or distribution of stolen property.
 - G. Aggravated assault.
 - H. Bribery.
 - I. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year.
 - J. Violence at any public airport.
 - K. Information technology crimes including, but not limited to, unlawful use of protected information or hacking.

20. Conspiracy or attempt to commit any of the criminal acts listed in this Appendix A.
 21. Any offense involving animals when the access requirement is a critical facility/area within an animal care and control facility.
 22. Any offense involving juveniles when the access requirement is an aquatic center, gymnasium HeadStart facility, community center or High Ridge Family Center.
 23. Any felony involving violence.
- (Ord. No. 03-030, 8-19-03; Ord. No. 08-007, § 3, 3-11-08)

Secs. 2-378—2-390. - Reserved.