



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| <b>Fiscal Years</b>                            | <b>2019</b>  | <b>2020</b>  | <b>2021</b>  | <b>2022</b>  | <b>2023</b>  |
|--|--------------|--------------|--------------|--------------|--------------|
| <b>Capital Expenditures</b>                    | _____        | _____        | _____        | _____        | _____        |
| <b>Operating Costs</b>                         | _____        | _____        | _____        | _____        | _____        |
| <b>External Revenues</b>                       | _____        | _____        | _____        | _____        | _____        |
| <b>Program Income (County)</b>                 | _____        | _____        | _____        | _____        | _____        |
| <b>In-Kind Match (County)</b>                  | _____        | _____        | _____        | _____        | _____        |
| <b>NET FISCAL IMPACT</b>                       | <u>\$-0-</u> | <u>\$-0-</u> | <u>\$-0-</u> | <u>\$-0-</u> | <u>\$-0-</u> |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | _____        | _____        | _____        | _____        | _____        |

**Is Item Included in Current Budget:** Yes  No

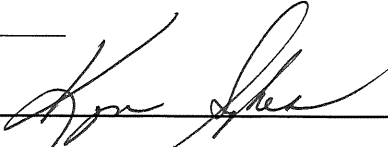
**Does this item include the use of federal funds?** Yes  No

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

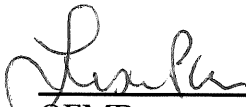
No fiscal impact.

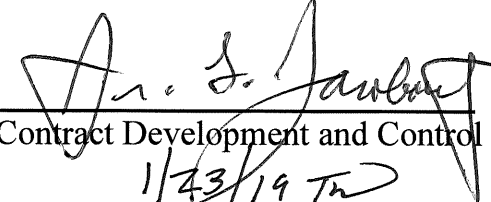
**Fixed Asset Number** n/a

**C. Departmental Fiscal Review:** \_\_\_\_\_  



**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

 1/14/19  
 OFMB  
 1/14 8/11

 1/23/19 TD  
 Contract Development and Control  
 1/23/19

**B. Legal Sufficiency:**

 1/24/19  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

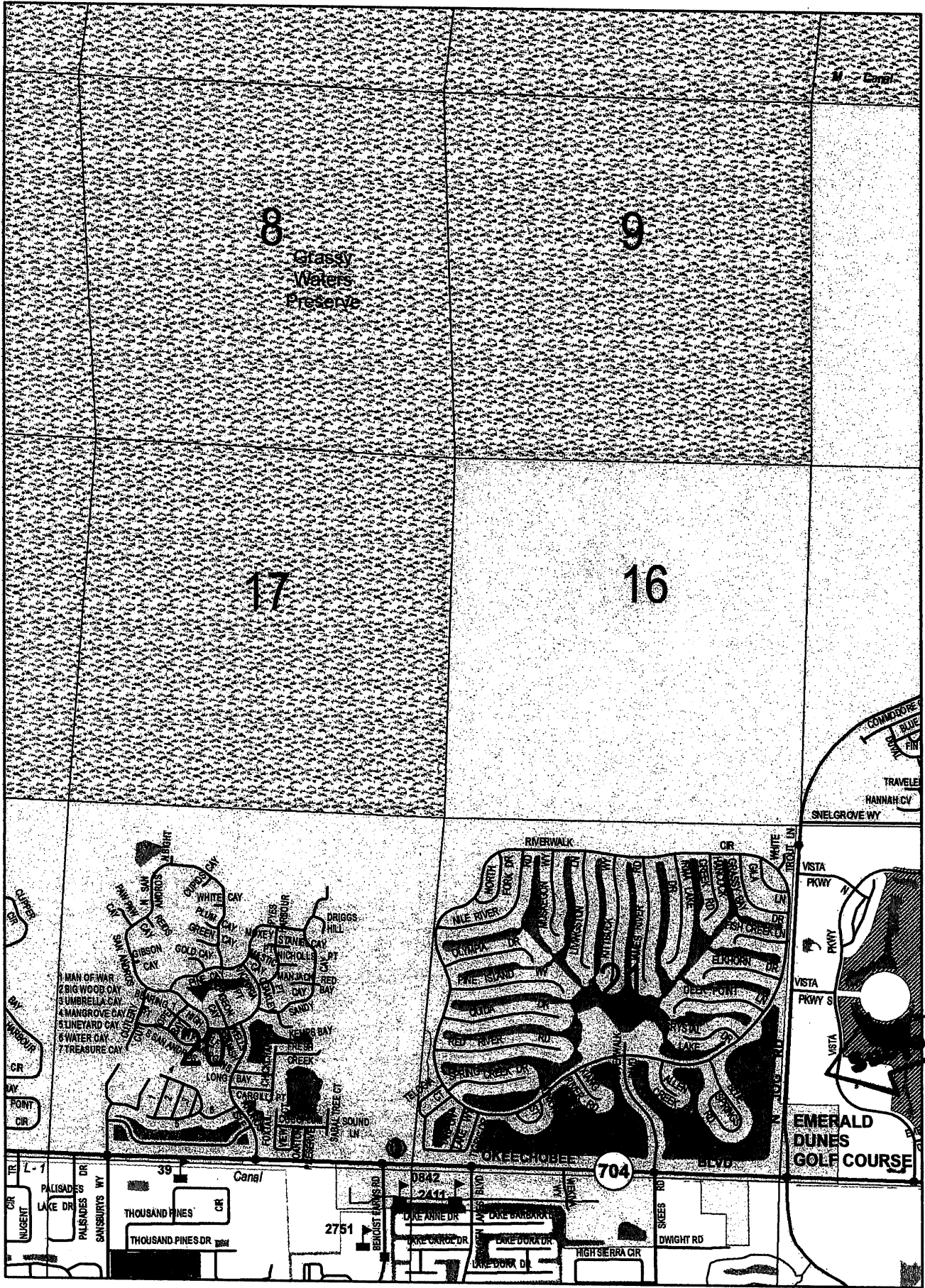
TWP 43

TWP 43

TWP 43

16

17



RNG 42

See pg 68

RNG 42

Page 56

ATTACHMENT NO. /

PAGE / OF 4

Vista Center

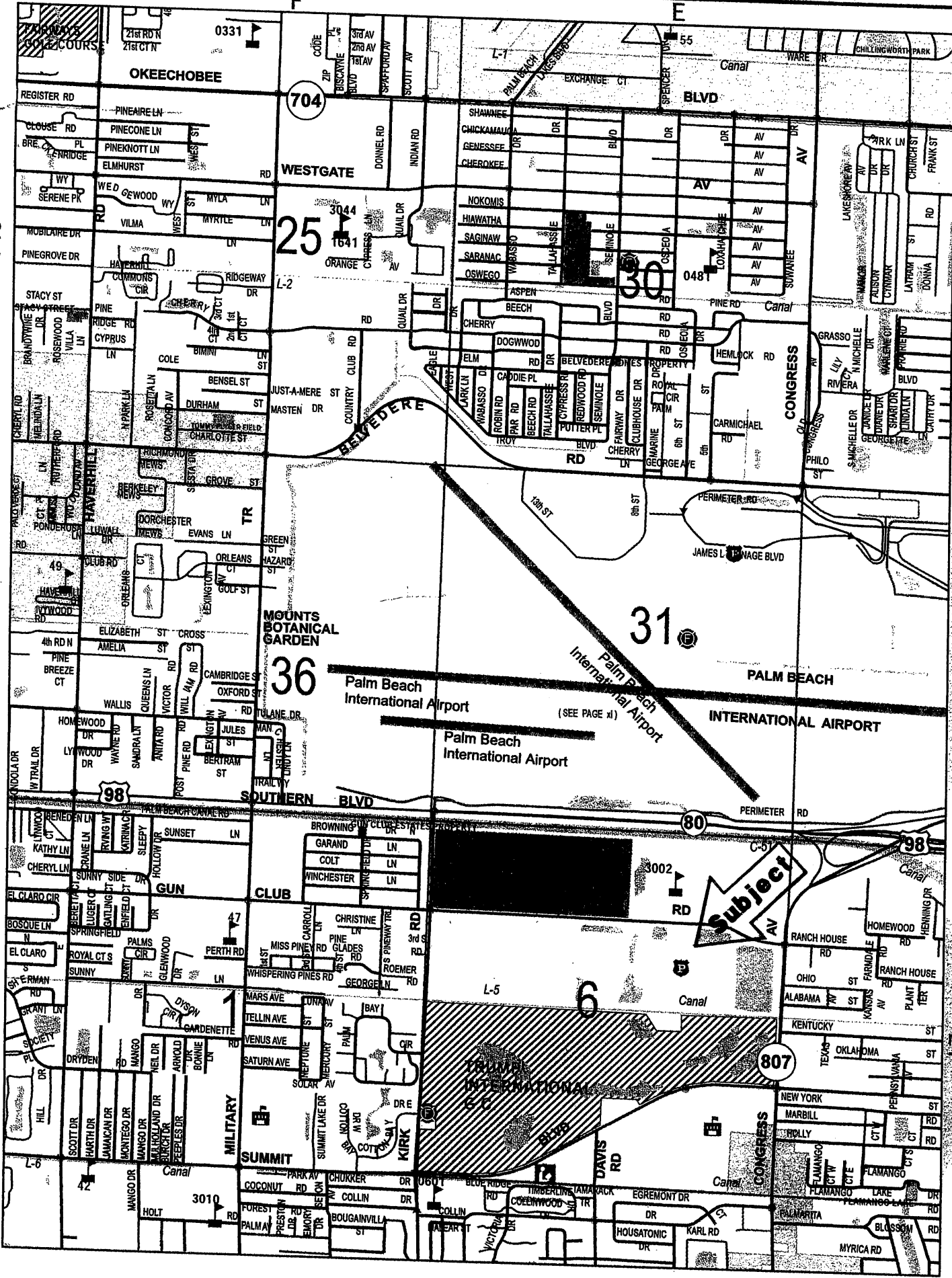
LOCATION MAP



T43

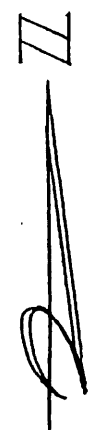
13

I 44



ATTACHMENT NO. 1  
 PAGE 2 OF 4  
 Gun Club  
 Criminal Justice Complex

LOCATION MAP



WP 46

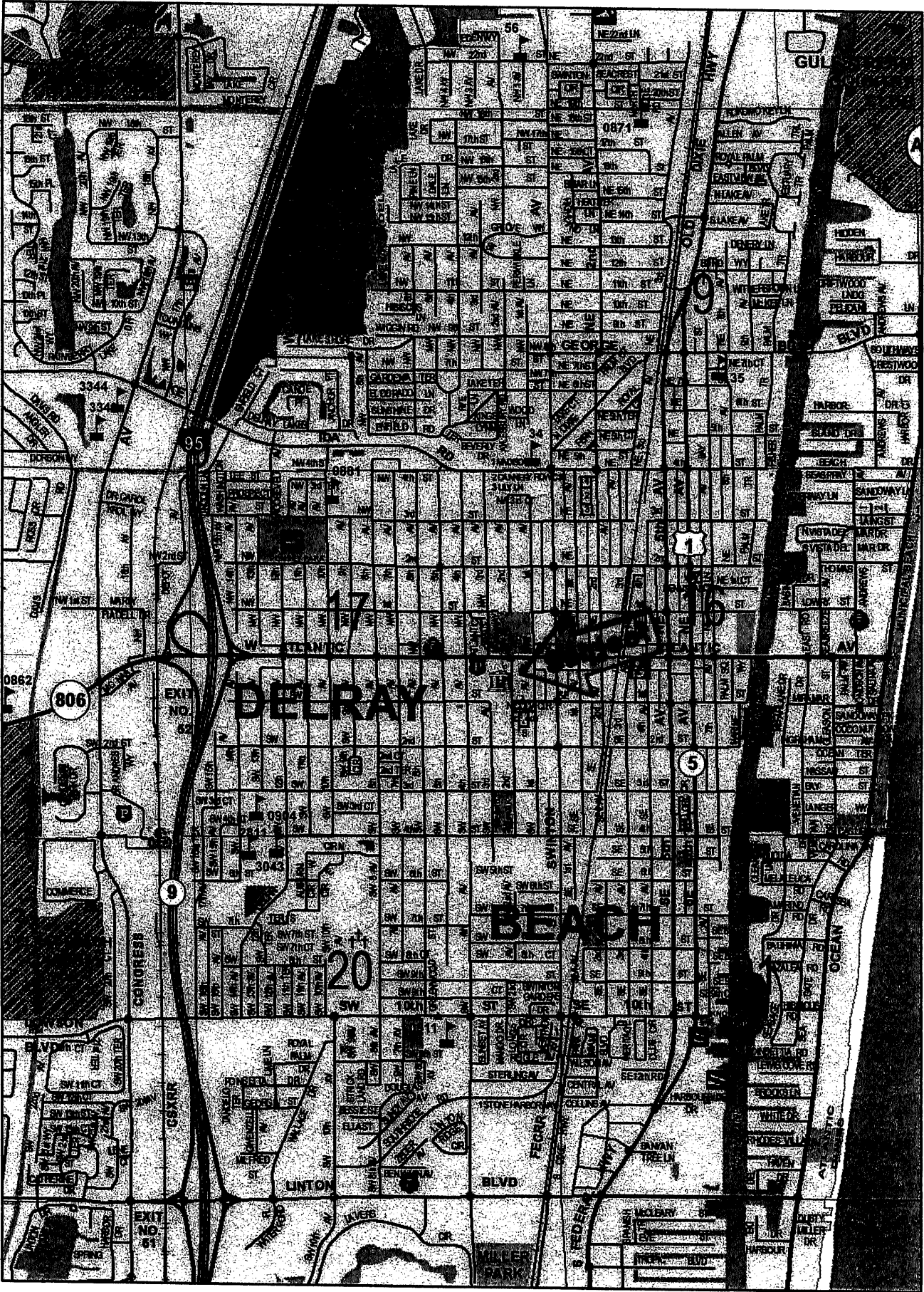
WP 46

WP 46

34

35

36



RNG 43

See pg 118

RNG 43

Page 111

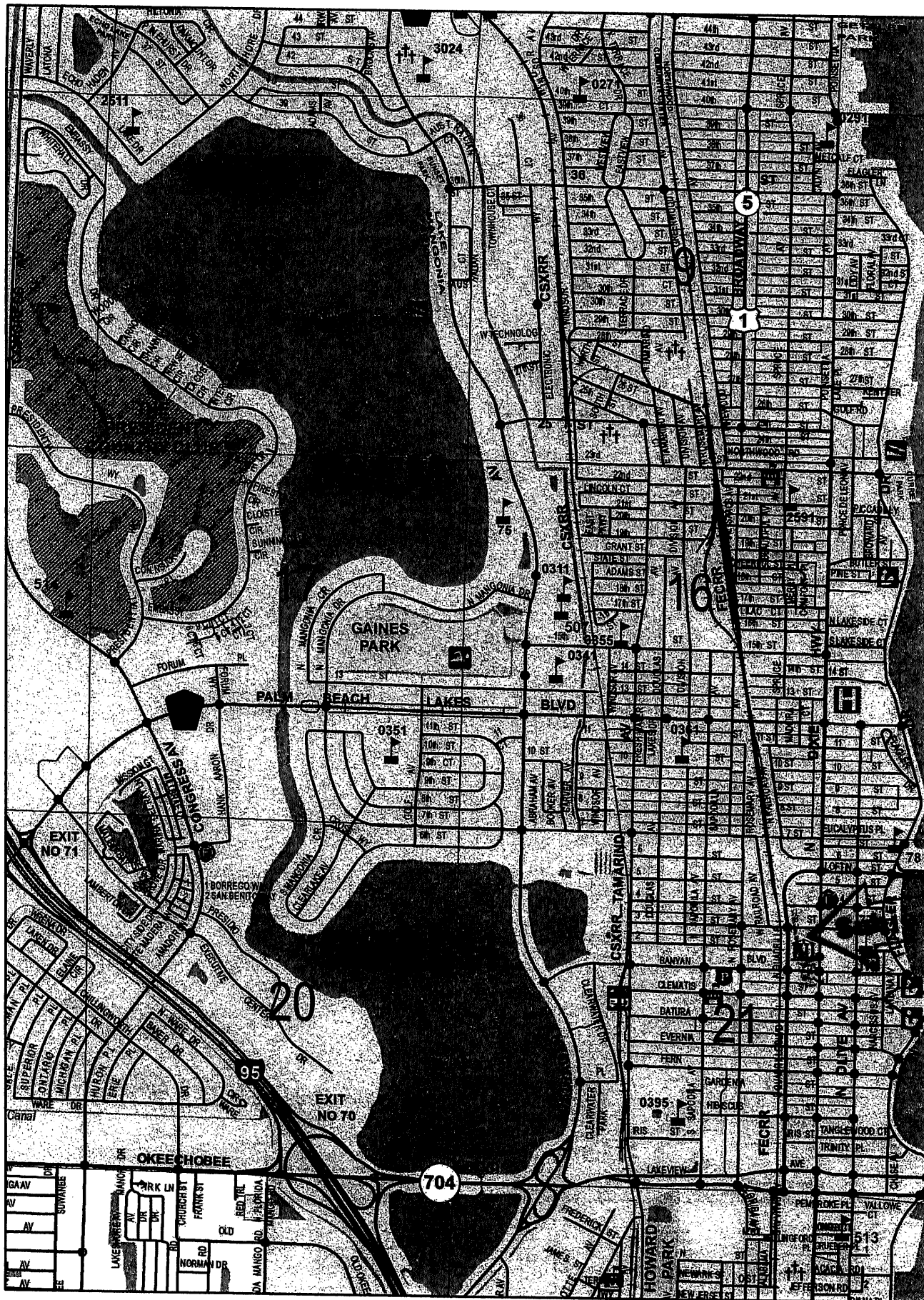
ATTACHMENT NO. 1

PAGE 3 OF 4

South County Courthouse

LOCATION MAP





WP 43  
WP 43  
WP 43

16  
17  
18

RNG 43

See pg 71

RNG 43

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ATTACHMENT NO. /  
PAGE 4 OF 4

Judicial Center

LOCATION MAP

Handwritten signature or initials.

ATTACHMENT # 2  
ATM Operating License Agreement  
23 Pages

## ATM OPERATING LICENSE AGREEMENT

**THIS ATM OPERATING LICENSE AGREEMENT** (the "Agreement") is made and entered into December 10, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, (the "County") by and through its Board of County Commissioners, 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 Blvd., West Palm Beach 33406, with Florida tax ID #59-0947735.

**WHEREAS**, the County owns and has improved located at PBC 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; PBC Courthouse, located at 205 N. Dixie Highway, West Palm Beach, Florida 33401; and Vista Center, located at 2300 N. Jog Road, West Palm Beach, Florida 33411 (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 the County 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 on February 18, 2019, 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 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 "C-1, PBC Criminal Justice Complex", "C-2, South County Courthouse", "C-3, PBC Courthouse" and "C-4, Vista Center" 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 Joe A. Alicea, Sr. Vice President, CITO at 686-4006, ext. 1117\_.

## **Section 6 Access to Premises**

The Credit Union, Credit Union 's employees, subcontractors of Credit Union and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The Credit Union is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Credit Union acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County. This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. County staff representing the County department will contact the Credit Union (s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Credit Union shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of this Agreement and return them to the County. If the Credit Union or its subcontractor(s) terminates an employee who has been issued a badge, the Credit Union must notify the County within two (2) hours. At the time of termination, the Credit Union shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Credit Union if the Credit Union 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the County regarding a terminated Credit Union employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

## **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 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 the Credit Union and 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 prior to the ATM being placed in service which shall identify Palm Beach County as an Additional Insured to:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801  
Email: [pbc@instracking.com](mailto:pbc@instracking.com) or Facsimile: +1 (562) 435-2999

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 ITS at [pbc@instracking.com](mailto:pbc@instracking.com) or fax (562) 435-2999, 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 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**

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 this Agreement, including any renewals thereof, if applicable, all individuals shall be treated equally 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 as it relates to their use of the ATM. Failure to meet this requirement shall be considered default of this Agreement.

## **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 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:  
Guardians Credit Union  
Attn: Business Services & Lending Coordinator  
3469 Summit Boulevard  
West Palm Beach, FL 33406  
(561) 686-4006, ext 1117

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 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 is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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 21 Effective Date of Agreement**

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

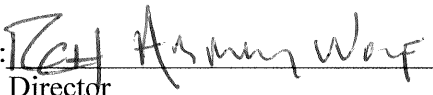
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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the day and year first above written.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

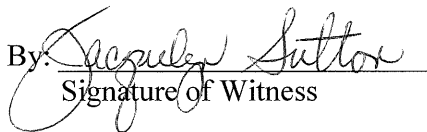
PALM BEACH COUNTY,  
a political subdivision of the State of Florida, by its  
Director of Facilities Development & Operations


By:   
Assistant County Attorney

By:   
Director  
Facilities Development & Operations

WITNESSES:

GUARDIANS 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:   
John D. Deese President

By: Jaquelyn Sutton  
Printed Name of Witness

By:   
Signature of Witness

By: Shannon Duran  
Printed Name of Witness



**EXHIBIT "A"**  
**ATM Letter of Agreement**

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

- i. PBC 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. PBC Courthouse  
205 N. Dixie Highway  
West Palm Beach, Florida 33401
- iv. Vista Center  
2300 N. Jog Road  
West Palm Beach, Florida 33411

It is further agreed that:

1. Credit Union agrees to 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 construction, 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 coking (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 or any kind shall be placed upon any of the doors or windows, nor shall any changes be made in 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, venders 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 sides guards and such other safeguards as the County may require.

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

PALM BEACH COUNTY

By: Army Wolf  
Director  
Facilities Development & Operations

12/10/18  
Date

GUARDIANS CREDIT UNION

By: John D. Deese

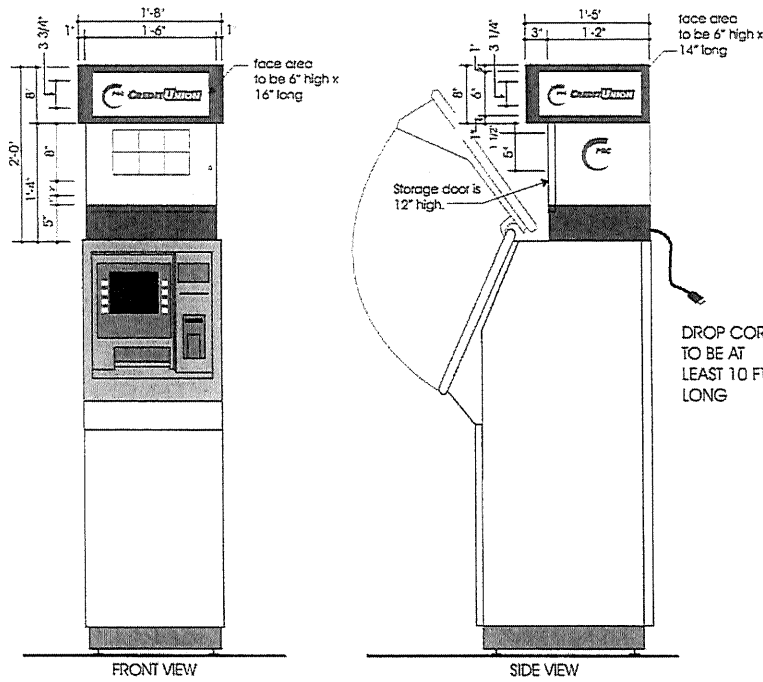
12/4/2018  
Date

Print Name: John D. Deese

Title: President

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## EXHIBIT "B" Dimensions of ATM



**General Notes:**

Header to be .090" aluminum construction painted to PMS #540c blue, PMS #129c yellow, and white. Painted area to have a medium stipple finish. Copy to be painted PMS #129c yellow and PMS #540c blue with a smooth finish.

Sign box to be painted to match PMS #540c blue with a medium stipple finish. Face to be #7328 white acrylic with printed vinyl copy to match PMS #540c blue and PMS #129c yellow

Cabinet to have 1 shelf that is adjustable. (1) duplex outlet in storage area.

Sign box to be backlit on all sides and downlit on front only.

Lexan network panel OPTIONAL.

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_



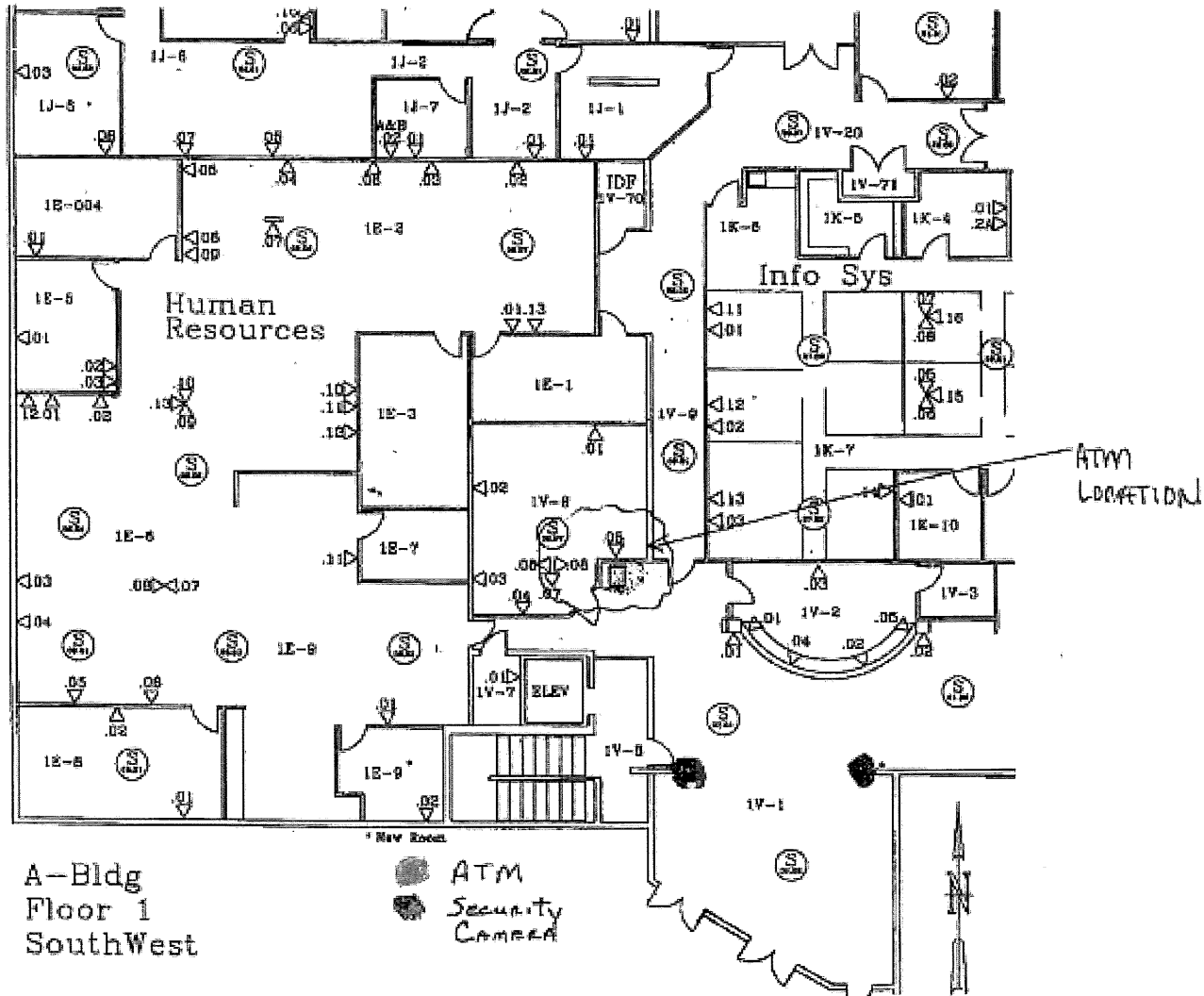
Revision:  
R1

### TOPPER FOR ANCER 5670 ATM

THIS IS AN ORIGINAL DESIGN SUBMITTED BY CONCEPT UNLIMITED FOR YOUR PERSONAL USE. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IT IS TO BE USED, COPIED, REPRODUCED, OR EXERCISED IN ANYWAY WHATSOEVER. ALL OR ANY PART OF THIS DESIGN EXCEPT REGISTERED TRADEMARKS REMAIN THE PROPERTY OF CONCEPT UNLIMITED.

Customer: PBC CREDIT UNION  
 Salesperson: Debbie Hinkle  
 Drawn By: SIS  
 Date: 11-06-2007  
 Drawing No: A4165  
 Pg. 2 of 2

EXHIBIT "C-1"  
PBC Criminal Justice Complex



A-Bldg  
Floor 1  
SouthWest

EXHIBIT "C-2"  
South County Courthouse

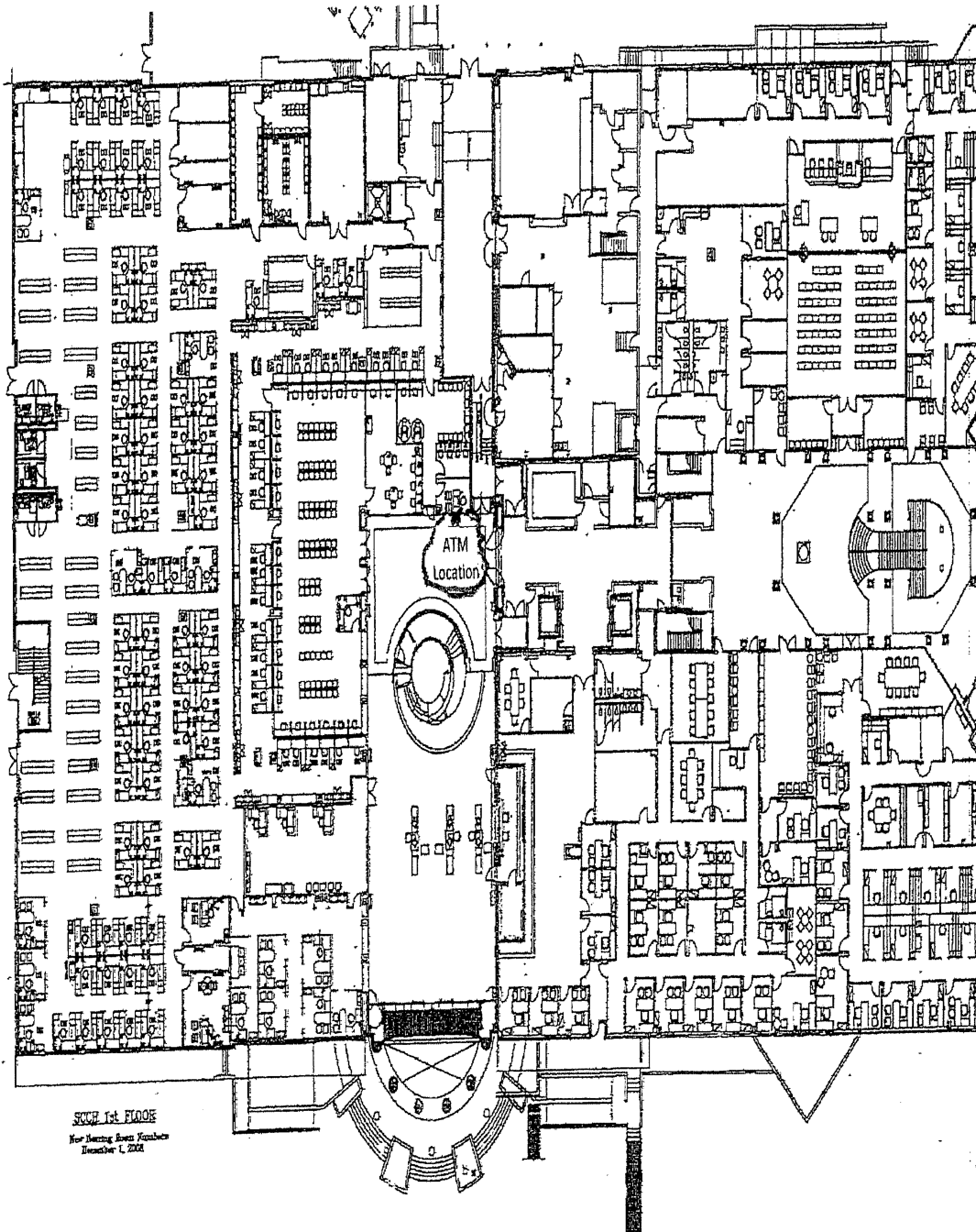


EXHIBIT "C-3"  
PBC Courthouse

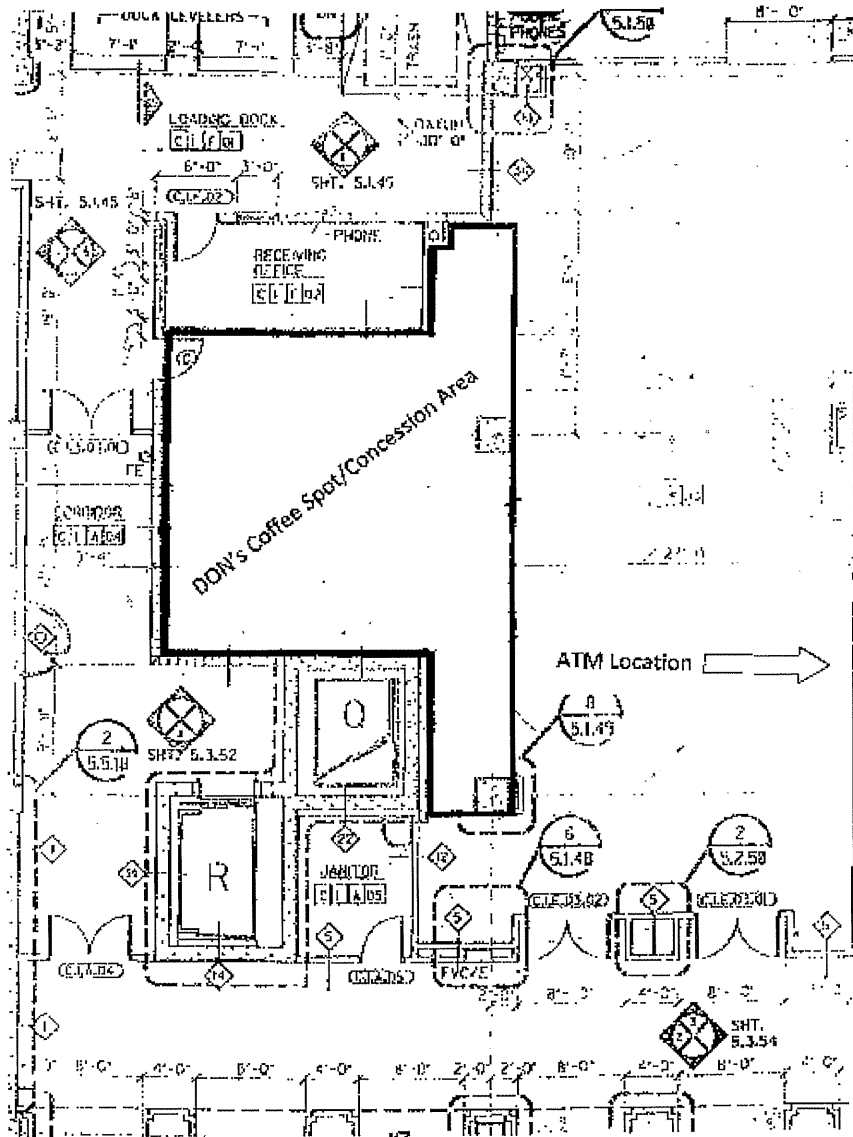
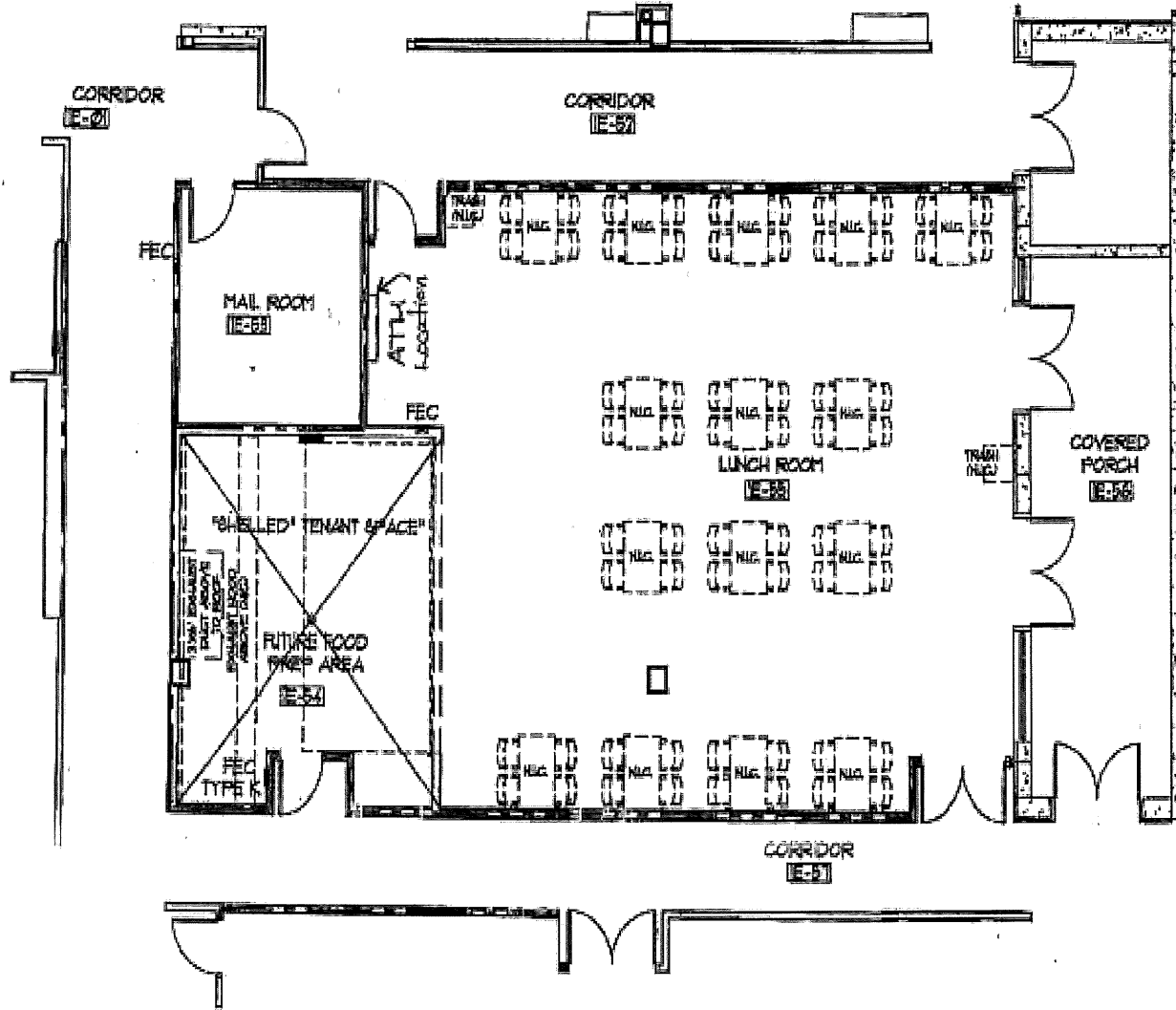


EXHIBIT "C-4"  
Vista Center





**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.**

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

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

*Contractor* means any natural 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 government, 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.

*Criminal justice information (CJI)* includes the FBI CJIS and FDLE provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to, biometric, identity history, biographic, property and case/incident history data.

*Criminal justice information facility (CJI facility)* means any facility or portion thereof owned or leased by the county which houses CJI and which is determined by resolution of the Board pursuant to section 2-374 of this article to be critical to the security of CJI.

*Criminal justice information services division (FBI CJIS)* means the Criminal Justice Information Services Division of the FBI responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

*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 with respect to access to a critical facility* 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.

*Disqualifying criminal offense with respect to access to a CJI facility* means any of those offenses identified in Appendix B to this article and as determined by the Criminal Justice Information Services (CJIS) Security Policy, version 5.2, dated August 9, 2013, as may be amended and updated from time to time.

*Existing contractor* means a contractor who required access to a CJI facility prior to the effective date of the ordinance from which this article is derived (October 30, 2013) and will continue to require access to the CJI facility after the effective date of the ordinance.

*Facilities development and operations* means the facilities development and operations department of the county.

*Federal Bureau of Investigation (FBI)* means the Federal Agency established in Title 28 of the United States Code (U.S. Code), Section 533.

*Florida Department of Law Enforcement (FDLE)* means the Florida agency created by F.S. § 20.201 which serves as the central repository of criminal justice information for the State of Florida and operates under the authority of F.S. § 943.05 and Chapter 11C, F.A.C.

*New contractor* means a contractor who will require access to a critical facility or a CJI facility for the first time on or after the effective date of the ordinance from which this article is derived (October 30, 2013).

*Sheriff's office* means the Palm Beach County Sheriff's Office.

*State attorney's office* means the State Attorney of the 15th Judicial Circuit.

*Volunteer* means a person who is providing or donating goods or services for, to, or on behalf of the county or for any local government, state or federal agency or office.

(Ord. No. 03-030, § 3, 8-19-03; Ord. No. 08-007, § 1, 3-11-08; Ord. No. 2013-023, § 3, 10-22-13)

## **Sec. 2-374. Facilities determination.**

- (a) The board shall identify critical facilities by resolution including 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.
- (b) The board shall identify CJI facilities by resolution including those facilities or areas owned, operated or leased by the county that the board determines to be critical to the security of CJI which resolution may be amended, replaced, or supplemented by the board from time to time.

(Ord. No. 03-030, § 4, 8-19-03; Ord. No. 2013-023, § 4, 10-22-13)

## **Sec. 2-375.1. Criminal history record checks for critical facilities.**

- (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. 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. 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 an applicant submitting a request for a criminal history record check for access to a critical facility, 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 any applicant in writing found to have a prior arrest, without a disposition on record, for the criminal offenses 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 shall 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 for critical facilities, standardizing information to be included in solicitations, procurement documents and contracts 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; Ord. No. 2013-023, § 5, 10-22-13)

**Sec. 2-375.2. Criminal history record checks for CJI facilities.**

- (a) The sheriff's office shall be the implementing office for conducting criminal history records checks on contractors when the access requirement is a CJI facility. All criminal history records checks conducted for this purpose of unescorted access and pursuant to this article shall be made according to the Criminal Justice Information Services (CJIS) Security Policy, version 5.2, dated August 9, 2013, as may be amended and updated from time to time.
- (b) All existing contractors and all new contractors shall be required to undergo a criminal history record check conducted by the sheriff's office in order to retain or be granted unescorted access to any CJI facility.
- (c) Any applicant found to have a disqualifying criminal offense, or who fails to provide the information necessary to complete a criminal history record check, shall be denied access to CJI facilities or be

required to be accompanied by an escort designated by the sheriff's office. The decision of whether to deny access or require an escort in CJI facilities shall be at the sole discretion of the sheriff's office.

- (d) The sheriff's office, in conjunction with FDLE when required and/or determined to be appropriate by the sheriff's office, shall have the ability to review any misdemeanor conviction, pending charge/arrest and/or warrant to determine applicability of the conviction, charge and/or warrant to the access being requested. The sheriff's office, in its sole discretion, may grant access to, or provide for continued access, depending on the facts presented. There is no review of a disqualifying criminal offense involving a felony.
- (e) The sheriff's office shall establish procedures for the implementation of its responsibilities pursuant to this article, including but not limited to, procedures for processing and obtaining criminal history record check information, procedures for notifying applicants who are found to have disqualifying offenses, procedures for presenting verifiable evidence that a contractor does not have a disqualifying offense, and procedures for notifying potential contractors of the requirements of this article.
- (f) 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.
- (g) Nothing in this article shall be construed as prohibiting or preventing the sheriff's office from conducting any other background screening that the sheriff may lawfully undertake.

(Ord. No. 2013-023, § 5, 10-22-13)

### **Sec. 2-376. Alternative compliance.**

A contractor shall be exempt from the requirements of this article if:

- (1) The contractor is subject to and in compliance with the criminal history record check requirements of Title 49 Code of Federal Regulations Part 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) The contractor is subject to and in compliance with the criminal history record check requirements of this article for access to CJI facilities if the access requirement is for critical facilities; or
- (3) The contractor is subject to and in compliance with the criminal history record check requirements of any other federal, state or local law, which is equal to or more stringent than the requirements of this article; or
- (4) The contractor is required by county procurement policy or document to maintain a Florida Security Guard license "D" or "G" but only for the year that the state performs the criminal history records check and only if the access requirement is for critical facilities, but such contractor must comply in any other year; or
- (5) The person is a volunteer to the Palm Beach County Sheriff's Office, Palm Beach County State Attorney's Office or the Clerk and Comptroller of Palm Beach County's Office and the access requirement is for critical facilities. These volunteers are not considered contractors and are not subject to the requirements of this article.

(Ord. No. 03-030, § 6, 8-19-03; Ord. No. 2013-023, § 6, 10-22-13)

### **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 OFFENSES  
IN CRITICAL FACILITIES

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 (1) 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, Head Start facility, community center or High Ridge Family Center.
23. Any felony involving violence.
24. Any offense against a law enforcement officer.  
(Ord. No. 03-030, 8-19-03; Ord. No. 08-007, § 3, 3-11-08; Ord. No. 2013-023, App. A, 10-22-13)

APPENDIX B. DISQUALIFYING OFFENSES  
IN CRIMINAL JUSTICE  
INFORMATION FACILITIES

1. All felonies.
2. All misdemeanors.
3. Any pending charge/and or arrest.
4. Any warrant.  
(Ord. No. 2013-023, App. B, 10-22-13)

**Secs. 2-378—2-390. Reserved.**