

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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 _____ Revenue Source _____
Fund _____ Dept _____ Unit _____ Revenue Source _____

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

*No fiscal impact associated with this item

C. Departmental Fiscal Review: *Karen Lybe*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 6/9/2020
OFMB *AW* 6/9 *LM* 6/9

[Signature] 6/10/2020
Contract Development and Control
6/10/2020

B. Legal Sufficiency:

Jean-Adel Williams
Assistant County Attorney

C. Other Department Review:

Department Director

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

**FIRST AMENDMENT
TO ATM OPERATING LICENSE AGREEMENT**

THIS FIRST AMENDMENT to ATM Operating License Agreement R2017-0880 dated May 8, 2017 (the "Agreement"), is made as of April 21, 2020, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Guardians Credit Union, a not-for profit financial cooperative owned and operated by its members, who include the employees of Palm Beach County ("the "Credit Union").

WHEREAS, the Agreement establishes the manner in which the Credit Union operates and maintains automated teller machines (ATMs); and

WHEREAS, the County and the Credit Union have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and the Credit Union agree as follows:

1. The term of the Agreement is extended to May 31, 2021, pursuant to the exercise of the first of two (2), one (1) year renewal options.

2. Section 10 of the Agreement is deleted in its entirety and replaced with the following:

10. INDEMNIFICATION

To the extent permitted by law, the Credit Union shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by the Credit Union of the Premises or any part thereof; or any act, error or omission of the Credit Union, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against the Credit Union or by the Credit Union against any third party, then the Credit Union shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

3. Section 11 of the Agreement is deleted in its entirety and replaced with the following:

11. INSURANCE

The Credit Union shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence

combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

The Credit Union shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department.

The Credit Union shall also name the County as a Certificate Holder. The Certificate Holder shall read "Palm Beach County Board of County Commissioners, c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".

A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

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 that the Credit Union shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by the Credit Union under this Agreement, County shall have the right of injunction, or County may immediately terminate this Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, the Credit Union shall and does nevertheless indemnify, defend and hold 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, the Credit Union shall look solely to any insurance in its favor without making any claim against the County, and the Credit Union shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Credit Union, for itself and its insurers, waives all such insured claims against the County.

4. Section 13 of the Agreement is deleted in its entirety and replaced with the following:

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 District warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

5. Section 21 of the Agreement is deleted in its entirety and replaced with the following:

21. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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.

6. Section 21. **Effective Date of Agreement** was incorrectly numbered as Section 21, and it shall be re-numbered as follows:

22. EFFECTIVE DATE OF AGREEMENT

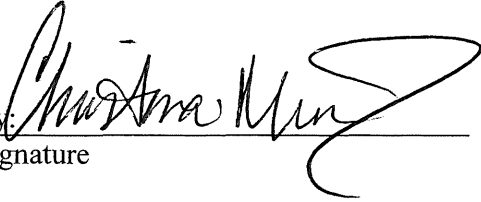
7. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Credit Union and County.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, County and Credit Union have executed this First Amendment to Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESS:

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

By: 
Signature

Christina Munoz
Printed Name

Shannon J. Duran
Printed Name

PALM BEACH COUNTY, a Political Subdivision of the State of Florida

By: MD 
Director, Facilities Development & Operations

APPROVED AS TO LEGAL SUFFICIENCY

By: Sean Adel Williams
County Attorney