

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

<b>Meeting Date:</b>	<b>August 19, 2025</b>	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>

**Department:** **Facilities Development & Operations**

## **I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: a First Amendment to the ATM Operating License Agreement (R2023-0583) (License Agreement) with Guardians Credit Union dated April 10, 2023, for the term of June 1, 2025, through May 31, 2026, for automated teller machines placed in the following locations:


- A) Governmental Center, 301 North Olive Avenue, West Palm Beach, FL 33401;**
- B) South County Administrative Complex, 501 South Congress Avenue, Delray Beach, FL 33444.**


**Summary:** In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. Staff received timely notice to extend on behalf of the Board of County Commissioners (BCC) by the Facilities Development & Operations Department in accordance with the delegation of authority approved by the BCC on June 5, 2012. The Tax Collector's Office is no longer located at the North County Courthouse and, accordingly, this First Amendment removes this location from the list of service locations from the License Agreement. The exercise of the first option and removal of the North County Courthouse location is now being submitted to the BCC as a receive and file agenda item. PREM will continue to administer this License Agreement. **(Property & Real Estate Management) District 7 (HJF)**

**Background and Justification:** On June 5, 2012, the BCC approved a standard ATM Operating License Agreement with Guardians Credit Union, f/k/a PBC Credit Union, for the installation and operation of automated teller machines (ATM) in County-owned buildings, and delegated authority to the Director of Facilities Development and Operations (FDO) to sign and administer the Standard ATM Operation License Agreement, including all amendments, and extensions thereof. On April 10, 2023, FDO approved the License Agreement under its delegated authority and submitted it to the BCC as a receive and file item on May 2, 2023. The License Agreement is for a term of three (3) years with two (2) extension options for a period of one (1) year each. This First Amendment exercises the first of two (2) extensions, allowing ATMs located in the subject County buildings to continue to be available to County employees and the public who access said buildings. There is no rent or fee charged to either party. A Disclosure of Beneficial Interests is not required for a standard ATM Operating Agreement as approved on June 5, 2012.

**Attachments:**

1. Location Map (2)
2. First Amendment to ATM Operating License Agreement (2)

Recommended By:  7/14/25  
Department Director Date

Approved By:  7/23/25  
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No  X

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

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

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

B. Recommended Sources of Funds/Summary of Fiscal Impact: There is no fiscal impact associated with this agenda item.

Fixed Asset Number  N/A  PCN Numbers:  74-43-43-22-12-008-0010   
 12-43-46-19-00-000-1100

C. Departmental Fiscal Review:  [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 7/14/25   
OFMB  [Signature] 7/14   
 MD 7/14

[Signature] 7/18/25   
Contract Development and Control  [Signature] 7/19/25

B. Legal Sufficiency:

[Signature] for Howard J. Falter III   
Assistant County Attorney  7/21/25

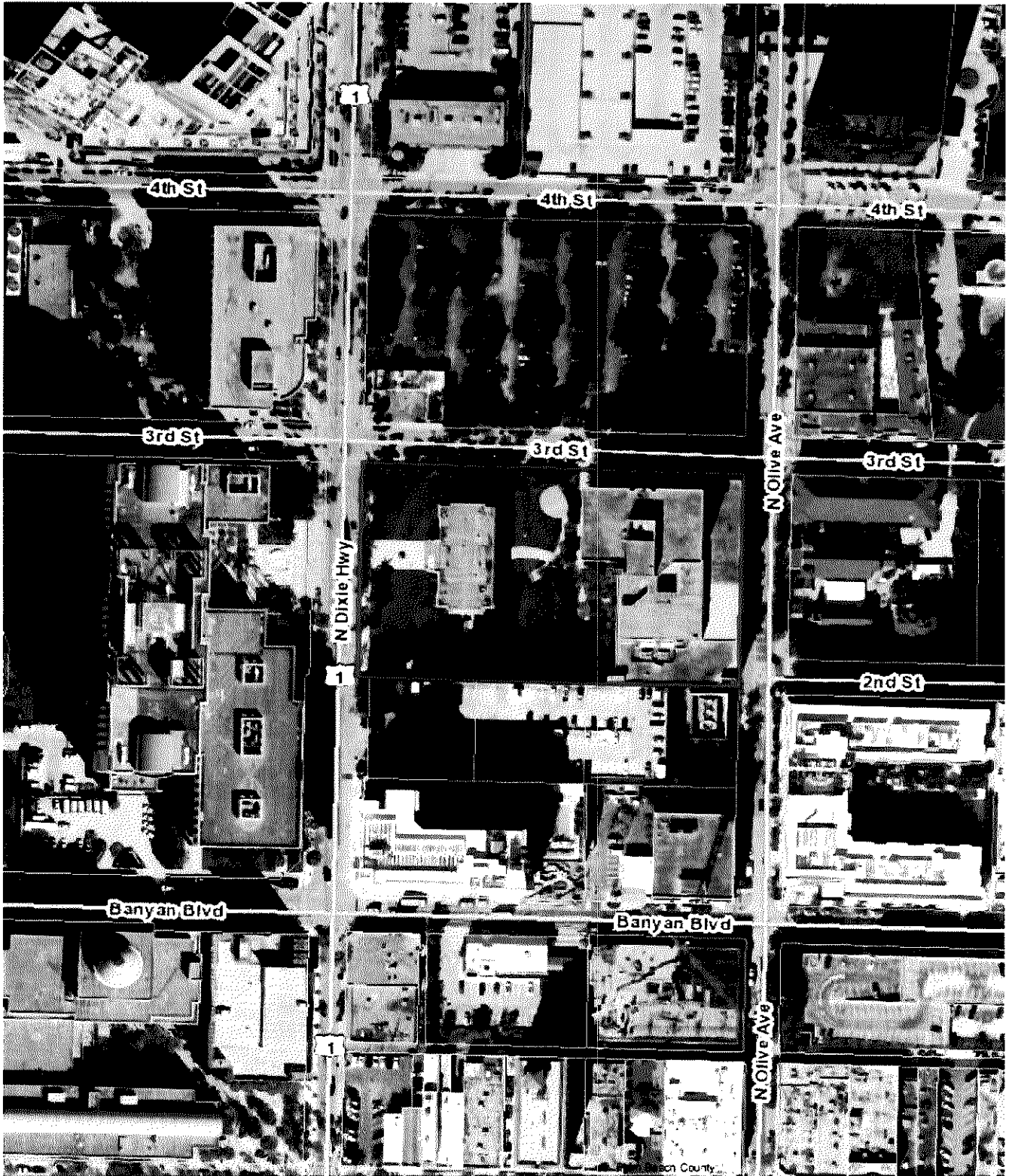
C. Other Department Review:

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

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

**LOCATION MAP**  
74-43-22-12-008-0010

**DISTRICT 7**

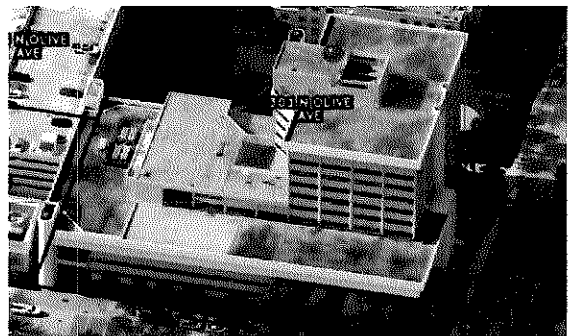


March 17, 2025

**STREET VIEWS:**



Google street view east side of building (N Olive Ave)



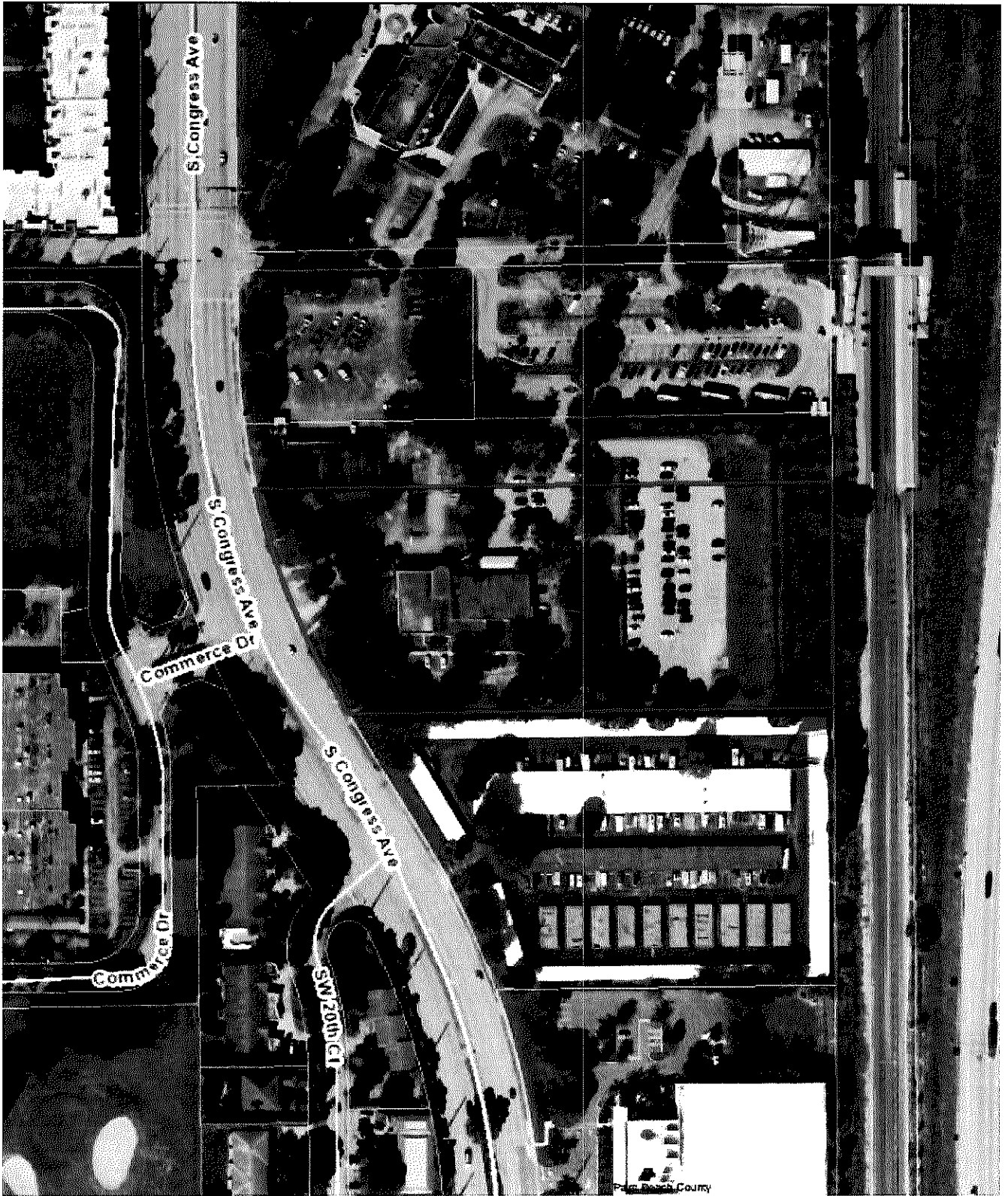
Pictometry east side of building

**Attachment #1**

# LOCATION MAP

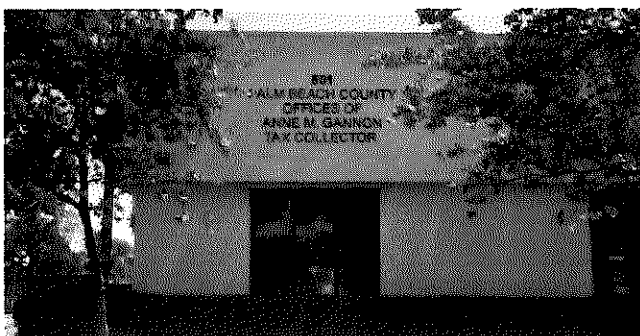
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## DISTRICT 7

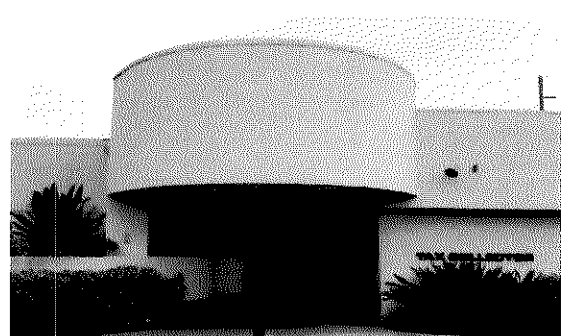


March 17, 2025

### STREET VIEWS:



West side of building



North side of building

## Attachment #1

## **FIRST AMENDMENT TO ATM OPERATING LICENSE AGREEMENT**

This First Amendment to ATM Operating License Agreement (First Amendment) made and entered into June 13, 2025 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County") and **GUARDIANS CREDIT UNION**, a not-for-profit financial cooperative owned and operated by its members, who include the employees of Palm Beach County, located at 3469 Summit Boulevard, West Palm Beach 33406, Florida Tax ID #59-0947735 ("Credit Union") ("County" and "Credit Union" are collectively referred to as the "Parties").

### **WITNESSETH:**

**WHEREAS**, on April 10, 2023, County and Credit Union entered into an ATM Operating License Agreement (R2023-0583) ("License Agreement") for a term of three (3) years commencing June 1, 2022, with two (2) options to extend the Agreement for a period of one (1) year each, to allow the Credit Union to install, operate, and maintain automated teller machines (ATMs) at various Tax Collector branch locations in Palm Beach County; and

**WHEREAS**, one of the Premises locations is the North County Courthouse located at 3188 PGA Boulevard in Palm Beach Gardens; and

**WHEREAS**, the Tax Collector's Office is no longer located at the North County Courthouse; and

**WHEREAS**, the initial term of the License Agreement expires May 31, 2025; and

**WHEREAS**, Credit Union desires to exercise its first (1<sup>st</sup>) option to extend the License Agreement, and has provided County with timely notice of its intent to exercise same; and

**WHEREAS**, the Parties wish to document the removal of the ATM located at the North County Courthouse from this License Agreement, to extend the Term of the License Agreement, and to update certain standard County provisions and correct certain typographical errors.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the License Agreement.
2. The License Agreement is hereby extended for one (1) year commencing June 1, 2025 through May 31, 2026.
3. The definition of the Premises as set forth in the recitals of the License Agreement is hereby redefined to be as follows:

**WHEREAS**, the County owns and has improved property known as Robert Weisman Governmental Center located at 301 North Olive Avenue, West Palm Beach, Florida 33401

and South County Administrative Complex located at 501 South Congress Avenue, Delray Beach, Florida 33444 (collectively the "Premises");

4. **Exhibit C-3 Location of ATM at North County Courthouse**, is hereby deleted in its entirety.
5. **Section 4A** is hereby deleted in its entirety and replaced with the following:
  - A. The Credit Union shall install and operate one (1) 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, Robert Weisman Governmental Center" and "C-2, South County Administrative Complex" attached hereto and incorporated herein. County shall have the right to add and/or remove location(s) from the Premises at any time upon thirty (30) days' written notice to Credit Union.
6. **Section 21 Effective Date of Agreement** is hereby revised to **Section 22 Effective Date of Agreement**.
7. **Section 23** is hereby added to the License Agreement as follows:

**Section 23     Nongovernmental Entity Human Trafficking**  
Credit Union warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Credit Union has executed the Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein as Exhibit "F".
8. **Exhibit "F" Nongovernmental Entity Human Trafficking Affidavit** is hereby added to and incorporated into the License Agreement.
9. This First Amendment shall become effective when signed by all parties and approved by the Director of the Facilities Development and Operations Department.
10. Except as modified by this First Amendment, the License Agreement remains unmodified and in full force and effect and the Parties hereby ratify, confirm, and adopt the License Agreement, as amended, in accordance with the terms thereof.

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

WITNESSES:

By: [Signature]  
Signature of Witness  
Deanna Frame  
Print Witness Name

By: [Signature]  
Joe Altea  
Print Witness Name

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

By: [Signature]

Print Name: John Steven Bosack

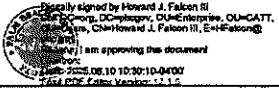
Print Title: President/CEO

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

By: [Signature]  
Director, Facilities Development & Operations

APPROVED AS TO  
LEGAL SUFFICIENCY

Howard J.  
By: Falcon III  
Assistant County Attorney



APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Director, Property & Real Estate Management



EXHIBIT "F"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

[Fla. Stat. §787.06(13)]

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, John Steven Bosack, am an officer or representative of **Guardians Credit Union, a Not-For-Profit Financial Cooperative** (Licensee), and attest that Licensee does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Guardians Credit Union,  
A Not-For-Profit Financial Cooperative owned and  
operated by its members who include the employees of  
Palm Beach County

By: 

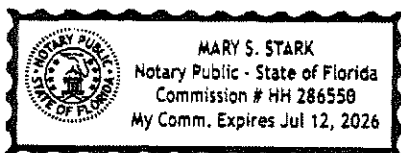
Print Name: John Steven Bosack

Print Title: President/CEO

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 29 day of MAY, 2025, by JOHN STEVEN BOSACK, the PRESIDENT/CEO of GUARDIANS CREDIT UNION, a NOT-FOR-PROFIT FINANCIAL COOPERATIVE, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Notary Seal)



  
Notary Public, State of Florida

Print Notary Name: MARY S. STARK

My Commission Expires: 7-12-26