Agenda Item #: 3AA1

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## **AGENDA ITEM SUMMARY**

				=====				
Meeting Date:	April 16, 2013	[X]	Consent Ordinance	[]	Regular Public Hearing			
Department:	Palm Tran							
Submitted By:	Palm Tran							
Submitted for:	Palm Tran							

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** delegation of authority to the County Administrator or his designee to execute standard Bus Pass Sales Agreements with other governmental agencies on behalf of the Board of County Commissioners, in substantially the form of the attached Pro Forma Letter Agreement, following approval by the County Attorney or her designee for legal sufficiency.

**Summary:** Palm Tran has received requests from several Municipal libraries to sell our bus passes as a convenience to their (and Palm Tran's) patrons. The County operated libraries already provide this service and a test program with the Village of North Palm Beach Library has been successful. Executed agreements would be brought to the Board as receive and file items. <u>Countywide</u> (DR)

**Background and Justification:** Palm Tran, as a convenience to its customers, would like to expand the number of locations for the sale of monthly (and possibly other) bus passes. Currently passes are available only at Palm Tran offices and the County operated libraries. A test program with the Village of North Palm Beach Library has been successful and inquiries have been now received from Boynton Beach and Riviera Beach Libraries concerning comparable agreements. Senior Centers are other possible locations for future consideration. All passes would be sold at the then applicable approved rates, without any commission or surcharge. Execution of the standard pro forma letter of agreement is a ministerial function and does not constitute policy level decision making.

Attachment(s): 1. Pro Forma letter agreement for bus pass sales

3 27 **Recommended By:** Department Director Date For Chuck Cohen pproved By: County/Deputy/Assistant County Administrator Date

# II. FISCAL IMPACT ANALYSIS

A. Five Year Summary	of Fiscal Imp	oact:		· · · · · · · · · · · · · · · · · · ·					
<b>Fiscal Years</b>	2013	2014	2015	2016	20				
Capital									
Expenditures									
Operating Costs									
External Revenues									
Program Income (County)									
In-Kind Match (County)									
NET FISCAL IMPACT	\$0	\$0	\$0	\$0					
No. ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0					
Is Item Included In Cur Budget Account No.: ObjectRe	Fund eporting Cate	Dep't gory	Unit						
<ul><li>B. Recommended \$</li><li>C. Departmental Figure 1</li></ul>			-						
	III. Į	REVIEW COMME	ENTS						
A. OFMB Fiscal and	d/or Contract	Dev. and Contro	ol Comments:						
OFMB 28 Mon OFMB 28 Mon Dr. J. Deabert 412()= Contract Dev. and Control									
B. Legal Sufficienc	у:								
Jank	4/2/3								

- Assistant County Attorney
- C. Other Department Review:

**Department Director** 

#### PRO FORMA BUS PASS SALES AGREEMENT LETTER Rev 2619/

Between Palm Beach County (Palm Tran) and [Name or Organization]

Date:

[on Palm Tran letterhead]

[Organization's Address]

Palm Tran Atten: Finance Department 3201 Electronics Way West Palm Beach, FL 33407-4618

Atten:

Re: Sale of Palm Tran Bus Passes

We understand that you have requested that Palm Tran make bus passes available for sale as a convenience to the patrons of your organization. To permit the sale of bus passes at your organization, Palm Beach County requires that your organization enter into a Bus Pass Sales Agreement with the County.

Palm Tran will provide an initial supply of 20 each of the 31 day unlimited pass and 31 day unlimited reduced fare pass. They will be sold by you to your patrons at the current price of \$60 for the 31 day unlimited pass and \$45 for the 31 day reduced fare pass, without any additional mark up or administrative charges. Additional passes will be provided upon request and as needed. The prices are subject to change as a result of any fare increase or decrease implemented by Palm Tran in the future. Passes may be discontinued or the terms of use modified by Palm Tran immediately upon notice to you. All passes shall be handled, sold, maintained and accounted for in conformity with the provisions of the attached Quik Pass Sales Guide. You shall provide the Quik Pass Sales Guide to each volunteer and staff member handling any sales.

You must remit payment to Palm Tran for all bus passes sold by the 10<sup>th</sup> of each month for the preceding month and complete, in detail, the attached reconciliation form. Payment should be sent to the attention of Palm Tran's Finance Department at the address set forth above. Palm Tran may periodically audit sales and bus pass inventory records. Access to your facility and records will be made available for such purposes within five (5) days of Palm Tran's request.

You will assume sole responsibility for the passes upon receipt from Palm Tran. No lost, stolen or damaged passes will be replaced by Palm Tran. You shall return all unsold passes upon termination of this arrangement. You shall not acquire any rights, title to, or interest in any Palm Tran bus passes provided hereunder and shall not assign this agreement, in whole or in part, to any other person or entity. Either party can terminate this arrangement immediately, upon written notice to the other. Notice shall be delivered to a party at its address set forth above.

You further agree and represent to Palm Tran that all individuals will be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, gender, gender identity or expression, or sexual orientation in its activities hereunder

Please indicate your concurrence by signing two originals and returning both originals to Palm Tran for execution by the County Administrator or his designee.

B٦

Charles D. Cohen, Executive Director Palm Tran Signature

By:

[insert name and title]

Reviewed for Form & Legal Sufficiency