

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 6, 2014 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with the South Florida Regional Transportation Authority (SFRTA) to provide space, equipment, and personnel at its Tri-Rail ticket office, located at the Downtown West Palm Beach Intermodal Facility, for the sale of Palm Tran bus passes.

Summary: Palm Tran has identified a need for an additional, customer convenient facility for the sale of both discounted and full price Palm Tran bus passes. Under this Agreement, SFRTA will provide space and personnel to sell Palm Tran bus passes from its station office located at the Intermodal Facility. Palm Tran will provide a computer, training, equipment, and will reimburse SFRTA 50% of the cost for one (1) full-time clerical employee. The FY 2014 cost for this Agreement is included in Palm Tran's approved budget. This Agreement continues in effect until terminated by either party. Countywide (DR)

Background and Justification: The West Palm Beach Intermodal Facility is a major focal point of bus passenger activity but currently has no facility for the sale of bus passes. The immediately adjacent SFRTA train station has a ticket sales facility which can accommodate one (1) additional person and the necessary equipment to conveniently sell Palm Tran bus passes to the public.

SFRTA will provide the accommodations and personnel thereby eliminating the need for Palm Tran to construct a suitable office at the Intermodal site and hire additional personnel for the operation.

Attachment:

1. Agreement with SFRTA for Sale of Palm Tran Bus Passes

Recommended By: Chris D. 2. 4/8/14
 Assistant Director Date

Approved By: Sharon R. B. 4/22/14
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital					
Expenditures					
Operating Costs **	\$15,192	\$21,800	\$21,800	\$21,800	\$21,800
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$15,192	\$21,800	\$21,800	\$21,800	\$21,800
No. ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes X No
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5160
 Object Various Reporting Category

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

** It is expected that the position will be filled at the base pay. Palm Tran's not to exceed annual share of \$36,461 represents the cost of the position if the employee were receiving the maximum salary for that pay grade.

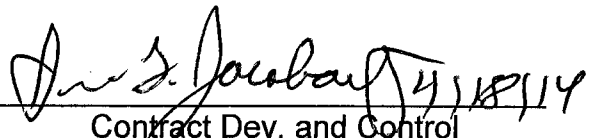
C. Departmental Fiscal Review:


 John Murphy, Finance Manager


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


 OFMB 4/1/14


 Contract Dev. and Control
4/1/14

B. Legal Sufficiency:


 Assistant County Attorney 4/21/14

C. Other Department Review:

 Department Director

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 28, 2014

AGENDA ITEM REPORT

☐ Consent ☒ Regular

AGREEMENT BETWEEN SFRTA AND
PALM BEACH COUNTY FOR PALM TRAN TICKET SALES
AT THE TRI-RAIL WEST PALM BEACH STATION

REQUESTED ACTION:

(A) **MOTION TO APPROVE:** Draft Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County (PBC) for Palm Tran ticket sales at the Tri-Rail West Palm Beach Station (Agreement); and

(B) **MOTION TO APPROVE:** Delegation of Authority to SFRTA's Interim Executive Director to finalize and execute the Agreement.

SUMMARY EXPLANATION AND BACKGROUND:

In an initial step towards joint use of the Easy Card system, PBC has requested SFRTA sell Palm Tran tickets at the Tri-Rail West Palm Beach kiosk. Both parties would like to promote regionalism and the use of each other's transit systems by their respective passengers.

SFRTA shall hire an employee who will devote 50% of his/her time to selling Palm Tran tickets. In exchange, the County will reimburse SFRTA for fifty (50%) percent of the employee's compensation (salary and benefits) which is not to exceed \$72,922. SFRTA has sole responsibility for the employee; the County has no supervisory authority over the employee. PBC shall pay its 50% portion in quarterly installments in arrears. The Agreement is for an indefinite period (per PBC's request) and either party is able to terminate with thirty days' notice. The sale of the Palm Tran tickets shall begin thirty days after the employee is hired.

Staff is requesting that the Interim Executive Director be delegated the authority to finalize and execute the Agreement in substantially the form provided.

Department: Operations
Project Manager: James De Vaughn

Department Director: Bradley Barkman
Procurement Director: Christopher Cross

FISCAL IMPACT: Funding is available in the FY 2013-2014 Operations Budget

EXHIBITS ATTACHED: Exhibit 1 – Draft Agreement

Tracking No. 02281406
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AGENDA ITEM NO. R1

AGREEMENT WITH
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND PALM BEACH COUNTY FOR BUS PASS TICKET SALES
AT TRI-RAIL WEST PALM BEACH STATION

Recommended by: [Signature] 2/20/14 Approved by: [Signature] 2/20/14
Department Director Date Procurement Director Date

Authorized by: [Signature] 2/21/14 Approved as to Form by: [Signature] 2-21-14
Executive Director Date General Counsel Date

TRUE COPY
APPROVED BY SFRTA
GOVERNING BOARD ON: 2/28/14
RECORDING SECRETARY
[Signature]
DIANEYS HDZ. DEL CALVO

Board Action:

Approved: ☒ Yes ☐ No

Vote: ☒ Unanimous

Amended Motion:

Commissioner Steven L. Abrams ☒ Yes ☐ No
Commissioner Bruno Barrero Absent No
James A. Cummings ☒ Yes ☐ No
Frank Frione ☒ Yes ☐ No
Marie Horenburger ☒ Yes ☐ No

Commissioner Kristin Jacobs ☒ Yes ☐ No
Nick A. Inamdar ☒ Yes ☐ No
James A. Scott ☒ Yes ☐ No
James A. Wolfe, P.E. ☒ Yes ☐ No

AGREEMENT NO. _____

Between

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

And

PALM BEACH COUNTY

For

PALM TRAN TICKET SALES AT THE TRI-RAIL WEST PALM BEACH STATION

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, an agency of the State of Florida, hereinafter referred to as "SFRTA", and

PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, SFRTA is the operator of the Tri-Rail commuter rail passenger service; and

WHEREAS, the County is the operator of the Palm Tran, a fixed-route bus service with a major hub at the Intermodal Facility in West Palm Beach, Florida ("Intermodal Facility"); and

WHEREAS, SFRTA sells Tri-Rail tickets from its West Palm Beach Tri-Rail kiosk located adjacent to the Intermodal Facility (the "Kiosk"); and

WHEREAS, the Parties would like to promote regionalism and the use of each other's transit systems by their respective passengers; and

WHEREAS, it is the intent of the Parties to combine their ticket sales at the West Palm Beach Station; and

WHEREAS, as an initial step towards joint use of the Easy Card system, the County has requested SFRTA sell Palm Tran tickets, in addition to Tri-Rail tickets, from the Kiosk and SFRTA is willing to hire an employee and provide sufficient space within the Kiosk for this to occur; and

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WHEREAS, the Parties now desire to enter into this agreement for the purposes of defining their funding responsibilities and establishing the parties' expectations and roles in providing for such Palm Tran ticket sales;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Scope of Services is provided in Exhibit A. All defined terms used in the Agreement shall have the meanings found in Exhibit A, unless expressly provided elsewhere in the Agreement.

ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall become effective upon execution by the Parties (the "Effective Date") and continue until terminated by either party as provided in Article 4 hereof.

ARTICLE 3 – LEGAL CLAIMS

In the event of any complaints or legal actions, including but not limited to Equal Employment Opportunity ("EEOC") complaints, litigation, etc. resulting from the Employee or the Employee's provision of the Services (the "Legal Claim"), the Parties agree that SFRTA shall be responsible for such Legal Claim, except that each Party shall bear the costs of its own legal representation in addressing any such Legal Claim.

ARTICLE 4 - TERMINATION

If through any cause within the reasonable control of the County, it shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, SFRTA shall thereupon give written notice to County of such default and specify what actions must be taken to cure said default and avoid termination hereunder. County shall have thirty (30) days to cure unless otherwise agreed to by SFRTA. In the event that County shall not have cured said default to the satisfaction of SFRTA by such deadline, then SFRTA may terminate this Agreement.

If through any cause within the reasonable control of SFRTA, SFRTA shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, County shall thereupon give written notice to SFRTA of such default and specify what actions must be taken to cure said default and avoid termination hereunder. SFRTA shall have thirty (30) days to cure unless otherwise agreed to by County. In the event that SFRTA shall not have cured said default by such deadline, then County may terminate this Agreement.

SFRTA may terminate this Agreement, in whole or in part, for convenience, at any time by thirty (30) days' written notice to the County. In the event of such termination, any unspent County funds shall be refunded by SFRTA.

The County may terminate this Agreement, in whole or in part, for convenience, at any time by thirty (30) days' written notice to SFRTA. In the event of termination for convenience, the County shall reimburse SFRTA for the cost of the Services based on the Work Share Percentage in effect at the time of termination for services performed through the date of termination.

ARTICLE 5 – CHANGES AND MODIFICATIONS

Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are cancelled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

Unless otherwise provided herein, modifications to this Agreement must be made in the form of a written amendment signed by SFRTA and the County with the same formality as this Agreement.

ARTICLE 6 – REPRESENTATIVES

Each Party shall appoint a Representative for the Services who shall be delegated authority pursuant to this agreement to make the necessary decisions on behalf of its respective Party with respect to this Agreement. The Parties' Representatives shall each appoint an individual to handle the day-to-day communications between the Parties (the "Project Manager"). Currently these individuals are:

County Representative: Chuck Cohen
County Project Manager: John Coons

SFRTA Representative: Jack Stephens
SFRTA Project Manager: Marcia Williams

In the event a Party wishes to change its Project Manager, the applicable Representative shall inform the other in writing using the Notice provisions in this Agreement.

ARTICLE 7 - NOTICES

Whenever either Party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, or other commonly accepted document carrier, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For PALM BEACH COUNTY:

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To: Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407
Attn: Executive Director

Cc: Palm Beach County
300 N. Olive Ave
West Palm Beach, FL 33401
Attn: County Attorney

For SFRTA:

To: South Florida Regional Transportation Authority
800 N.W. 33rd Street
Pompano Beach, FL 33064
Attn: Executive Director

Cc: South Florida Regional Transportation Authority
800 N.W. 33rd Street
Pompano Beach, FL 33064
Attn: General Counsel

ARTICLE 8 – STATE LAW AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Palm Beach County, Florida, whether in state or federal court. The County irrevocably submits to the jurisdiction of the Florida state or federal court in any action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in County, Florida, the venue situs. IN THE EVENT OF LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - ARREARS

SFRTA shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. SFRTA further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

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ARTICLE 11 - ACCESS AND AUDITS

SFRTA shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SFRTA'S place of business.

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'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 to audit, investigate, monitor, and inspect the activities of SFRTA, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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

ARTICLE 12 - NONDISCRIMINATION

SFRTA warrants and represents that 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 and expression.

ARTICLE 13 - AUTHORITY TO PRACTICE

SFRTA hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 14 - FORCE MAJEURE

In the event the performance by either Party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether such occurrence be an act of God, common enemy or the result of war, riot, civil commotion or sovereign conduct, the Party shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

ARTICLE 15 – SUCCESSORS AND ASSIGNS

The Agreement shall not be assignable by either Party without the prior, written agreement of the non-assigning Party. Representatives shall not have the authority to assign the Agreement. Subject to other provisions hereof, Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

ARTICLE 16- SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party. The Parties each acknowledge the waiver of sovereign immunity for liability in tort contained in Section 768.28, F.S., the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property caused by the negligent or wrongful acts or omissions of an agent or employee acting within the scope of the agent's or employee's office or employment. The Parties agree to be individually responsible for all such claims and damages, to the extent and limits provided in Section 768.28, F.S., arising from the actions of their own respective employees and agents. The Parties acknowledge that the foregoing shall not constitute an agreement by any Party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that either Party may have under such statute, nor as consent to be sued by third parties.

ARTICLE 17 – MISCELLANEOUS

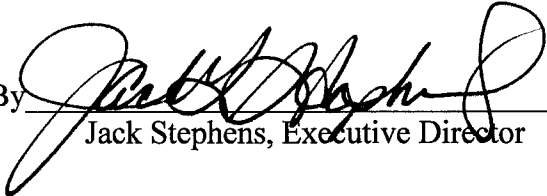
The truth and accuracy of each of the Recitals set forth in this Agreement are acknowledged by the parties and incorporated herein by reference.

The performance and obligation of either Party under the terms of this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by their respective boards.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **PALM BEACH COUNTY**, signing by and through its Mayor, duly authorized to execute same, and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2014.

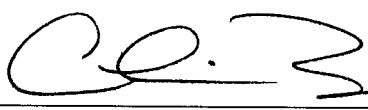
SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

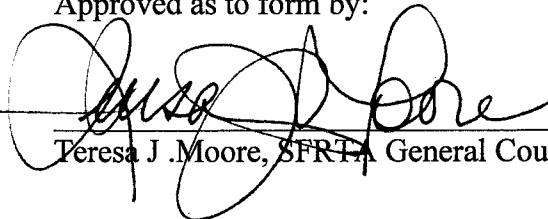
By 
Jack Stephens, Executive Director

This 2 day of April, 2014

(SFRTA SEAL)

Approved as to form by:


Chris Bross, Director Procurement


Teresa J. Moore, SFRTA General Counsel

ATTEST:
Dorothy H. Wilkens, Clerk

PALM BEACH COUNTY FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

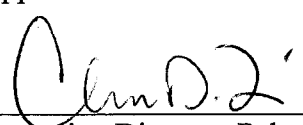
By: _____
Mayor

This ____ day of _____, 2014

Approved as to form
And Legal Sufficiency

County Attorney

Approved as to Terms and Conditions

 FOR Shannon LaRoque
Executive Director, Palm Tran

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Exhibit A
SCOPE OF SERVICES

Employee

Upon execution of the Agreement, SFRTA will hire a full-time SFRTA employee in a timely manner (the "Employee") to sell Palm Tran tickets from the Tri-Rail West Palm Beach Station for an agreed upon percentage of the Employee's work time (the "Work Share Percentage") and the remainder of the Employee's time to be spent on SFRTA Work (as defined herein) (the "Services").

After initiation of the Services, should either Party request a re-evaluation of the Work Percentage, the Representatives shall perform such re-evaluation and shall make all good faith efforts to reach agreement on a new Work Percentage. The County's payment shall be adjusted accordingly to be equal to the re-evaluated Work Percentage.

The Parties agree that the Work Percentage shall initially be 50% for the Services and 50% for the SFRTA Work.

The County shall reimburse SFRTA for the Work Share Percentage of the Employee's actual compensation determined by SFRTA's wage scale, which shall not exceed Seventy Two Thousand Nine Hundred Twenty-Two and no/100 Dollars (\$72,922) per year ("Maximum Annual Compensation"). The Employee's actual compensation shall be comprised of salary, benefits, Federal withholdings, and all other costs usually included in determining an SFRTA employee's compensation ("Actual Compensation"). SFRTA shall determine the Actual Compensation and the County shall pay the Work Percentage of same. The County's payments shall be made by the County to SFRTA on a quarterly basis with the first payment due within ninety (90) days after execution of this Agreement. SFRTA shall submit appropriate invoices for payment.

Any employees used by SFRTA in providing the Services shall have the necessary skills to perform the Services. In addition, the Employee may be assigned any and all other duties, as solely determined by SFRTA, for the agreed upon percentage time not spent on the Services for the County (the "SFRTA Work").

The Employee shall be an SFRTA employee, subject to all of SFRTA's policies, regulations, etc., as determined solely by SFRTA and will be supervised only by SFRTA; the County shall have no supervisory authority over the Employee. SFRTA shall be solely responsible and liable for the conduct and actions of its employee.

SFRTA shall not be responsible for compliance with any County personnel policies or any other County ordinances with respect to the Services. The Employee shall not be a County employee or have any contractual relationship with the County.

The Employee will work from 8 a.m. until 4:30 p.m., Monday through Friday at the ticket kiosk located at the Tri-Rail West Palm Beach Station (the "Kiosk"). SFRTA will make efforts to

have the Employee take lunch between the hours of noon and 1 p.m. For those times in which the Employee is not available for work, e.g. due to sick leave or vacation, SFRTA shall provide a substitute employee to sell Palm Tran tickets, who shall be determined solely by SFRTA.

Palm Tran Ticket Sales

The Parties agree that the Services shall begin no later than thirty (30) days after the Employee has been formally hired by SFRTA. The Representatives shall agree upon the procedure by which the Services shall be initiated.

The Employee shall only accept cash and checks for the Palm Tran tickets, unless the County Representative notifies the SFRTA Representative that the County will begin accepting credit cards or regional fare cards and sufficient time is provided to develop procedures and provide training to SFRTA staff in the new form of payment, as agreed to by the SFRTA and County Representatives.

Training and Computer Support

The County shall train the Employee and an SFRTA Station Agent Supervisor on the necessary procedures for provision of the Services and any other related Palm Tran matters at its sole cost and expense.

The County shall be responsible for all Information Technology ("IT") support necessary for the Employee to be able to perform the Services.

Equipment and Office Furniture

The County shall be responsible for providing the Employee with computer hardware, including a laptop, all the necessary software, a printer, the internet connections to the relevant Palm Tran databases, as applicable, and any and all other equipment necessary for the Employee's performance of the Services.

SFRTA shall be responsible for providing any necessary office furniture for the Employee.

Revenue

The County shall install a safe in the Kiosk in which all monies from the sale of Palm Tran tickets shall be deposited (the "Safe"). The County shall retain all keys to the Safe. The Employee shall have access only to the till. The Employee will be required to balance revenue to sale on a daily basis and to prepare required County forms including a daily deposit slip. The County will collect all County forms weekly. The County shall be solely responsible for the cost of the Safe, its maintenance, and of providing the necessary security for collection of the revenue contained in the Safe. Pursuant to procedures to be agreed to in writing by the Parties, the County shall collect the revenue twice per week, using County staff or security contractor employees (the "Revenue Collectors"). The names of the Revenue Collectors shall be provided to SFRTA in advance and they shall wear prominently displayed identification badges for name

verification. Revenue Collectors whose names cannot be verified by SFRTA staff shall not be permitted access to the Kiosk. The County shall also inform SFRTA of the collection times for collecting such revenues and any changes in the collection schedule.

SFRTA shall provide an initial change fund of two hundred dollars (\$200.00) for use by the Employee in providing the Services (the "Change Fund").

Should any revenue from the sale of Palm Tran tickets be lost or stolen, any investigation of same shall be conducted by SFRTA, in consultation with Palm Tran, and SFRTA shall have sole authority to decide the outcome of any such investigation, including, but not limited to, any disciplinary actions taken against the Employee. SFRTA shall have no liability whatsoever for lost or stolen revenue related to the Services.

Ticket Stock

The County shall be solely responsible for providing all ticket stock necessary for provision of the Services and the costs associated with same.

Kiosk

Use of the Kiosk for the Services shall be provided to the County at no cost by SFRTA.

The County shall make any and all structural modifications necessary to the Kiosk or areas around the Kiosk to facilitate the Service, including signage (the "Modifications"), as agreed in writing by both Parties prior to initiation of any of the Modifications, and shall be solely responsible for all costs associated with the Modifications. The County agrees that any the Modifications shall be done in an efficient and timely manner in away as not to interfere with the sale of Tri Rail tickets or other SFRTA activities out of the Kiosk.

At its sole cost and expense, the County shall make any modifications required by County to the Intermodal Facility to facilitate provision of the Services.

At SFRTA's sole cost and expense, SFRTA shall make any modifications to the inside of the Kiosk to facilitate provision of the Services, as determined necessary by SFRTA to provide the Services.

Advertising/Marketing

The County shall be solely responsible for the costs associated with any advertising and/or marketing of the Service (including signage). However, the County shall seek SFRTA's prior written approval of any advertising or marketing materials using SFRTA's Tri-Rail logo or references to the Services.

Audits

SFRTA shall conduct monthly audits of the Change Fund at its sole cost and expense and shall provide the results of the audit to the County's Representative within five (5) business days after conclusion of such audit.

SFRTA shall conduct monthly audits of the ticket stock and its reconciliation to the database inventory report, at its sole cost and expense, and shall provide the results of the audit to the County's Representative within 5 business days after conclusion of the audit.

SFRTA and County may also conduct random audits at their sole discretion.