

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

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**Meeting Date:** February 8, 2022       **Consent**       **Regular**  
    **Ordinance**       **Public Hearing**

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**Department:** Facilities Development & Operations

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** a License Agreement with the Delray Beach Public Library Association, Inc., for the installation of Ticket Vending Machines for the sale of Palm Tran bus passes at the Delray Beach Library, commencing on February 8, 2022 and expiring upon notice of termination by either party, with no annual rent.

**Summary:** Palm Tran is launching a new fare collection system that includes smart cards for the payment of bus fares. The Ticket Vending Machines (TVMs), which will be located at the Delray Beach Library provides customers an additional location for the purchase of both discounted and full price Palm Tran bus passes and tickets, allows customers to add funds and manage their accounts and, in the future, will facilitate regional interoperability. Under this Agreement, the Delray Beach Public Library Association, Inc. (Library) will provide space within the Delray Beach Library for Palm Tran to locate the new TVMs. Palm Tran will provide and maintain the equipment and Library will provide the space and electricity to operate the TVM at no cost to Palm Tran. This Agreement will continue in effect until terminated by either party. Palm Tran will manage this Agreement. **(Property & Real Estate Management)**  
**Countywide/District 7 (HJF)**

**Background and Justification:** On March 17, 2020, the Board of County Commissioners approved a contract with Genfare (R2020-0329) for the acquisition of hardware and software to implement a new fare collection system. This agreement allows Palm Tran to deploy the TVMs for public use at an additional location within Palm Beach County.

**Attachments:**

1. Location Map
2. License Agreement

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**Recommended By:**       1/19/2022  
   **Department Director**      **Date**

**Approved By:**       1/21/22  
   **County Administrator**      **Date**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	(\$-0-)	(\$-0-)	(\$-0-)	(\$-0-)	(\$-0-)
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	(\$-0-)	(\$-0-)	(\$-0-)	(\$-0-)	(\$-0-)
# 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 1340 Dept 540 Unit 5140 Object Various  
 Program \_\_\_\_\_

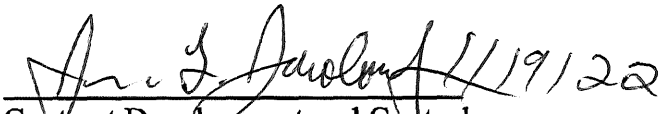
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\* Costs related to the licensing of space for the installation of the TVMs are estimated to be \$0. Any costs that become necessary will be covered by the existing Palm Tran operating budget. Maintenance Costs for operating the TVMs are included in Palm Tran's operating budget.

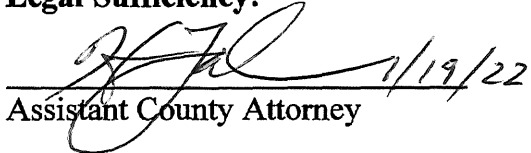
C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 OFMB FA 1/13/22	 Contract Development and Control 1-18-22 TCF
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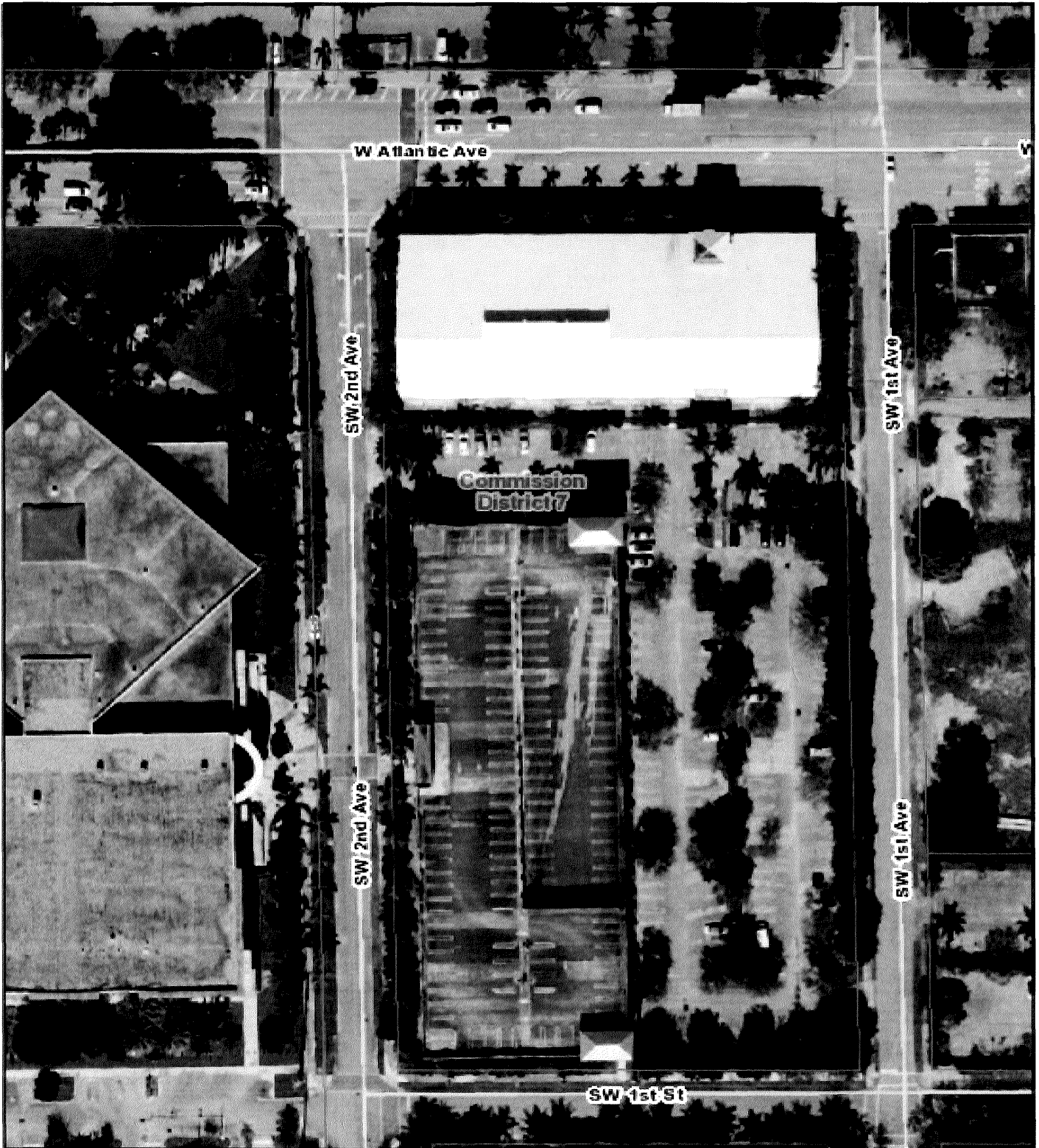
**B. Legal Sufficiency:**

  
Assistant County Attorney

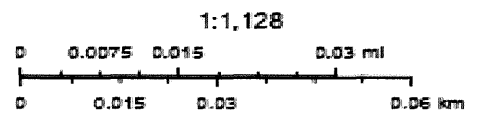
**C. Other Department Review:**

  
Department Director

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



December 23, 2021



12-43-46-17-67-001-0000

LOCATION MAP



Attachment #1

Attachment #2  
License Agreement (3 @ 14 pages)

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT (“License”)** is made and entered into this \_\_\_\_\_, by and between Delray Beach Public Library Association, Inc., a Florida not for profit corporation, herein referred to as “Library” and Palm Beach County, a political subdivision of the State of Florida, on behalf of Palm Tran, herein referred to as “County”.

### RECITALS

**WHEREAS**, County issued a Request for Proposal (RFP) for a new fare collection system for its bus services and the County subsequently entered into a contract with Genfare (Vendor) to install a fully integrated fare collection system that supports and facilitates Palm Tran’s business operation; and

**WHEREAS**, as part of the new fare collection system, County, through its Vendor, will be installing ticket vending machines, as depicted on Exhibit “A”, attached hereto and incorporated herein (TVM), throughout the county; and

**WHEREAS**, County is seeking to install one of the TVMs on property owned and maintained by the Library; and

**WHEREAS**, Library and County seek to set forth the understandings and responsibilities concerning the installation, maintenance and use of the TVM on property owned and maintained by the Library.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows.

- 1. Recitals.** The foregoing recitals are true and correct, and incorporated herein by reference.
- 2. Purpose.** The purpose of this License is to set forth the terms, conditions and responsibilities for installing, maintaining and operation of a TVM at the location shown in Exhibit “A-1”, attached hereto and incorporated herein (Licensed Premises).
- 3. Reserved.**
- 4. Representatives.** Library’s representative/liaison during the performance of this License shall be Scott Lauzier, Executive Assistant, telephone no. 561-266-0194.

County's representative/liaison during the performance of this License shall be Donald Livernois, Revenue Administrator, telephone no. 561-812-5310.

Any party may from time to time change the representative/liaison, upon three (3) days prior written notice to the other party.

- 5. Commencement Date and Duration.** This License shall commence and become effective and binding on the date the parties have fully executed this License. Unless terminated, this License shall expire on the date when County removes the TVM from the Licensed Premises.
- 6. Costs.** County shall be responsible for all installation, maintenance and operating costs associated with the use of the Licensed Premises, including, but not limited to, any and all construction (including improvements necessary to expand existing electrical/data needs to accommodate TVM installation), repair, maintenance, replacement, relocation and removal costs.
- 7. Library Responsibilities.** Library shall not be responsible for any building modifications or connections to building infrastructure required for the installation, repair, replacement, relocation and/or removal of the TVM, including electrical/data connections and wall and floor penetrations. Library shall provide the Licensed Premises and the supply of electric utility service for the TVM, at no cost to County. In no event shall Library be responsible for an interruption or failure in the supply of electric utility service to the TVM.
- 8. Installation of the TVM.**
  - 8.1 County must submit to Library a site plan/drawing/picture for the installation of the TVM, along with any electrical plans/data/cable connections that will be needed. Library will review, provide comments and/or approve the location of the TVM prior to installation, within thirty (30) days of receipt, failing which Library shall be deemed to have consented to such plans and specifications.
  - 8.2 All proposed building modifications and connections to building infrastructure, including electrical/data connections, cable connections, and wall penetrations, are subject to Library representative/liaison approval, under the same terms set for in section 8.1.
- 9. Operation of the TVMs.**
  - 9.1 County shall obtain all licenses and permits necessary to install and operate the TVMs at County's own expense.

- 9.2 County shall monitor and maintain the fare card inventory on the TVM once every seven (7) days; and keep the TVM in good working order. Library may request the replacement of the TVM if it is not kept in good working order.
- 9.3 County is responsible for all issues associated with the TVMs, including issues which result in a complaint from a user.
- 9.4 County shall provide instructions on the TVMs advising users how to operate the TVMs safely and properly; and provide a contact number on the TVMs for users to call for complaints, refunds or provide notice of TVM malfunctions.
- 9.5 County shall collect all revenue from the TVM and check TVM's inventory of fare cards on a regular basis, which is defined as at least once every seven (7) calendar days. County is responsible for the development, coordination and implementation of all security procedures regarding revenue collection from the TVM. County shall set an advance schedule and notify Library representative/liaison regarding the times revenue collection is scheduled for the TVM. County acknowledges that while Library Staff may be in close proximity to the TVM and able to provide general support when needed, providing assistance for the TVM is not part of their assigned functions.
- 9.6 Signage. County shall not place any sign or advertising matter on Library managed property or County's TVMs without first obtaining the written approval of Library representative/liaison. County further agrees that such signs or advertising matter or other things, as may be approved, shall be maintained in good condition and repair at all times at the expense of the County. Any sign or advertising matter must clearly identify the fare cards sold as Palm Tran Bus tickets.
- 9.7 Rules of Licensed Premises. County shall adhere to the building rules that govern the Library.
- 9.8 Access to the Licensed Premises. County acknowledges and agrees that the TVM shall only be available for use when the Library has the location open for business.
- 9.9 Relocation of the TVM. Library representative/liaison at its option, reserves the right to request that County's TVM be relocated into another area of similar size within ninety (90) days, at County's sole cost and expense, if Library has a need for the space. In the event that County does not agree to the relocation as provided herein, this License shall terminate effective on the date of removal of the TVM.

## **10. Repair and Maintenance of the TVM.**

- 10.1 County shall maintain all TVMs in good working order at all times except due to circumstances beyond County's control, such as during periods of electrical power or data connection outages.
- 10.2 County shall clean the TVM twice a month or within two (2) days upon receipt of notice of defacement.
- 10.3 County shall provide all necessary repair and maintenance to the TVM. County shall provide routine maintenance on the TVM to ensure they remain in good working order. The TVM is self-monitoring and provides automatic alerts to County when in need of repair. Upon notice from the TVM, County shall provide all the repairs necessary to restore the TVM to full operation. Should the need arise to contact County regarding repair or maintenance of the TVM, Library shall contact the County Representative Liaison. County shall repair or replace the machine if it is damaged or unsightly within five (5) business days of verbal notice from Library.
- 10.4 For any repair or maintenance activity, other than those performed by County employees, if County needs to utilize its Vendor or a contractor/subcontractor, County shall notify Library representative/liaison of such repair or maintenance activity. Library may choose to escort County's Vendor or contractor/subcontractor during the repair of or the maintenance on the TVM.
- 10.5 County shall immediately notify Library representative/liaison if it becomes aware of any possible health, safety and/or security hazards that may exist within the TVMs so corrective actions can be determined and implemented by County.
- 10.6 Library shall not be obligated or required to make or conduct any maintenance or repairs to any TVMs.

## **11. Removal of the TVM.**

- 11.1 County shall not remove TVMs subject to this License without the approval of Library, which shall not be unreasonable withheld, conditioned or delegated.
- 11.2 Library shall review and approve County's request to remove or relocate TVMs and coordinate the removal process of the TVMs from the Licensed Premises with



County and its Vendor or contractor/subcontractor. Such request shall be provided to Library representative/liaison following the terms set forth in Section 8.1.

- 11.3 Upon removal, County shall return the Licensed Premises in at least the same condition as the Licensed Premises were in upon execution of this License, reasonable wear and tear excepted. County will be responsible for all cost of removal.

## **12. Security.**

- 12.1 County agrees and acknowledges that it has inspected the location of the TVM and accepted the location “As-is”, “Where is” including the current security conditions. County acknowledges that there may not be security cameras in the general area of the TVM or, if there are, such security cameras are not there to solely ensure the security of the TVM nor any persons using same.
- 12.2 County acknowledges and accepts full responsibility for the inventory placed in the TVM.
- 12.3 County shall immediately notify Library representative/liaison of any losses incurred or security incidents. Library is not responsible for any losses, theft or damage to County’s TVM.

## **13. Termination.**

- 13.1 If County fails to perform the obligations required of it under this License, it shall be in default of this License and Library may terminate this License.
- 13.2 County may terminate this License at its convenience upon ten (10) days’ prior written notice to Library.
- 13.3 Library, in its discretion, may terminate this License upon 180 days written notice to County.
- 13.4 Upon termination of this License, County shall follow the procedure set forth in section 11 to remove the TVM.

## 14. Insurance

14.1 County is a political subdivision of the State of Florida subject to the limitations of Florida Statutes, Chapter 768.28 as amended. Nothing herein shall serve as a waiver of sovereign immunity. County shall maintain a fiscally sound liability program with regard to its obligations under this License, and shall provide proof of its liability program to Library within three (3) days of a written request. Should County contract with a third-party to make alterations, additions, repairs, or other improvements, County shall require its third-party to provide commercial general liability insurance with a minimum limit of One Million Dollars (\$1,000,000) and include Library and County as Additional Insureds.

14.2 All of County's personal property placed or moved in the Licensed Premises shall be at the risk of the County or the owner thereof. Except as otherwise provided herein, Library shall not be liable for any damage to such personal property, except to the extent caused by library, its agents', or its employees' willful or negligent acts or omissions.

## 15. Miscellaneous Provisions.

A. **Notices.** Any notice given pursuant to the terms of this License shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to following:

As to the County:

Palm Beach County  
Palm Tran  
Attn: Executive Director  
100 North Congress Avenue  
Delray Beach, FL 33445-3436  
Telephone 561-841-4200

With a copy to:

Palm Beach County Attorney's Office  
Attn: Palm Tran Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Telephone 561-355-2225

Fax 561-355-4398

Property and Real Estate Management  
Attn.: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411

As to Library:

Scott Lauzier, Executive Assistant  
Delray Beach Public Library  
100 W Atlantic Avenue  
Delray Beach, FL 33444

With a copy to:

Karen Ronald, Executive Director  
Delray Beach Public Library  
100 W Atlantic Avenue  
Delray Beach, FL 33444

A copy of all Notices shall be provided to the representative/liaison for the other party. Any party may from time to time change the address to which notice under this License shall be given such party, upon three (3) days prior written notice to the other parties.

**B. Governmental Regulations.** County shall, at County's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to County's TVM services.

**C. Entire Agreement.** This License and any exhibits hereto constitute all agreements, conditions and understandings between County and Library concerning use of the Licensed Premises. All representations, either oral or written, shall be deemed to be merged into this License. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License shall be binding upon County or Library unless reduced to writing and signed by them.

**D. Severability.** If any term of the License or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the License, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected thereby, and each term of the License shall be valid and enforceable to the fullest extent permitted by law.

**E. Governing Law and Venue.** This License shall be governed by the laws of the state of Florida. Any legal action necessary to enforce the License shall be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

**F. Headings.** The paragraph headings or captions appearing in this License are for convenience only, are not part of this License, and are not to be considered in interpreting this License.

**G. Enforcement of Remedies.** The waiver by either party hereto of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant herein contained. The consent or approval by either party to or of any act requiring a party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

**H. Counterparts.** This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**I. Effective Date.** This License is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and Library, and shall become effective only when signed by both Parties.

**J. Indemnification.** To the extent permitted by law, Library 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 County of the Licensed Premises or any part thereof if caused by the negligence or intentional wrongful acts of Library, its agents, employees or servants; or any act, error or omission of Library, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Library or by Library against any third party, then Library 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 License. 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.

**K. 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.

**L. Default.** The parties expressly covenant and agree that in the event either party is in default of its obligations under this License the party not in default shall provide to the defaulting party thirty (30) days written notice that it intends to terminate this License upon a specified date not less than ninety (90) days after the date said notice is received by the other party, and this License shall then expire on the date specified as if that date had been originally fixed as the expiration date of the term of this License. If, however, the default is cured within such period, or within a reasonable period thereafter if the same cannot be cured within such period, and the default party undertakes such cure within such period and the other party is so notified, this License will continue.

**M. No Third Party Beneficiary.** No provision of this License is intended to, nor shall it be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License, including but not limited to any citizen or employees of the County and/or Library.

**N. 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, Library warrants and represents that throughout the term of the License, 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 this License.

**O. Assignment.** County may not assign, mortgage, pledge, or encumber this License in whole or in part, nor sublet all or any portion of the Licensed Premises, without Library's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, County shall be released from any further obligation hereunder. Any sale,

mortgage, pledge, or encumbrance of the Licensed Premises by Library shall be subject to the terms of this License.

**P. Annual Budgetary Funding/Cancellation.** This License and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

**Q. Disclosure of Beneficial Interest.** Library is a 501(c)(3) organization, and there are no individuals or entities that have a beneficial interest in its assets. Library warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Library, Library shall immediately, and in every instance, provide written notification of such change, by executing and delivering a Disclosure of Beneficial Interest Form to the County pursuant to Section 14.02 of this License.

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IN WITNESS WHEREOF, the parties hereto have duly executed this License as of the day and year first above written.

By: Karen Ronald / Executive Director  
**Karen Ronald, Executive Director**

ATTEST:

**JOSEPH ABRUZZO**  
**CLERK OF THE CIRCUIT COURT &**  
**COMPTROLLER**

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

By:

\_\_\_\_\_  
Deputy Clerk

By:

\_\_\_\_\_  
Robert S. Weinroth, Mayor

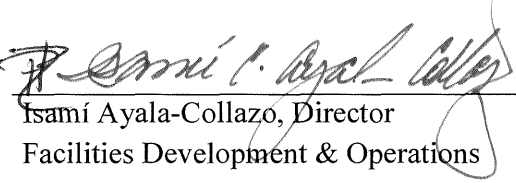
**APPROVED AS TO LEGAL**  
**SUFFICIENCY:**

**APPROVED AS TO TERMS AND**  
**CONDITIONS:**

By:

  
\_\_\_\_\_  
County Attorney

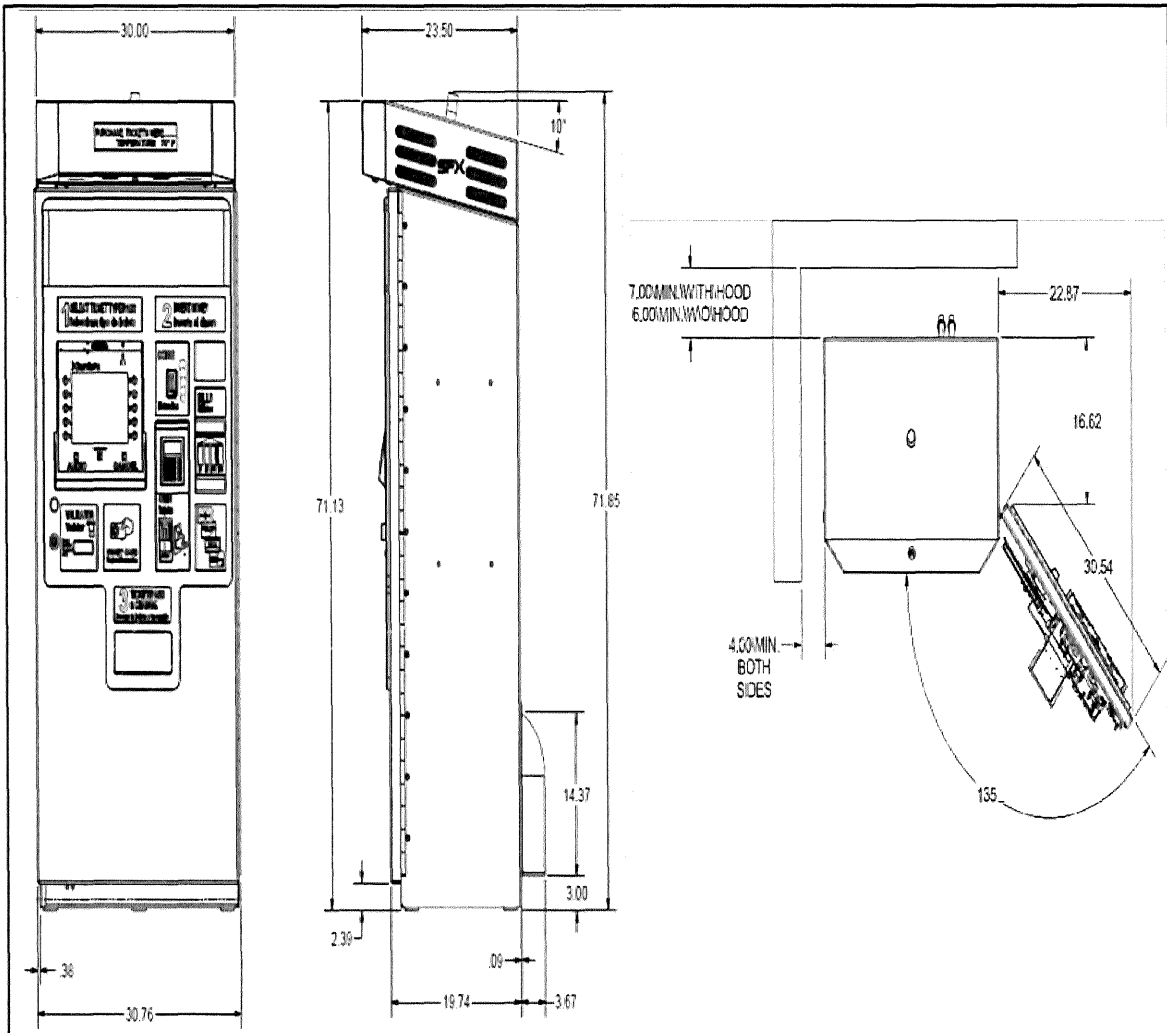
By:

  
\_\_\_\_\_  
Isami Ayala-Collazo, Director  
Facilities Development & Operations

G:\PREM\PM\Out Lease\PALM Tran Ticket  
Vending\Delray Beach Library\Palm Tran - Delray library  
TVM HF approved 12-9.docx



**Exhibit A  
TVM Depiction**



**Exhibit "A-1"**  
**Licensed Premises**

Delray Beach Public Library  
100 W Atlantic Avenue  
Delray Beach, FL 33444