

**FIRST AMENDMENT
TO AGREEMENT NO. 14-0644
BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND
PALM BEACH COUNTY
FOR PALM TRAN TICKET SALES AT THE TRI-RAIL WEST PALM STATION**

This First Amendment to Agreement No. 15-007 (the "First Amendment"), by and between the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the state of Florida created pursuant to Chapter 343, Florida Statutes (hereinafter referred to as "**SFRTA**" or the "**Authority**"),
and

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

WITNESSETH:

WHEREAS, the parties entered into Agreement No. 14-0644 on May 6, 2014 (the "Agreement"); to provide for terms and conditions for the retention of a SFRTA employee to sell Palm Tran Tickets from the West Palm Beach Tri-Rail Station; and

WHEREAS, the parties now wish to amend the Scope of Services with respect to the Work Share Percentage as such term is defined in Exhibit "A" to the Agreement and to make other minor clarifications and amendments to the Scope of Services and Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other valuable consideration, receipt of which is hereby acknowledged, the parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

1. **RECITALS.** The Recitals to this First Amendment are true and correct and incorporated herein.
2. **ARTICLE 6 – REPRESENTATIVES** of the Agreement is amended and replaced with the following:

County Representative: Fredlyne Johnson
County Project Manager: Donald Livernois

SFRTA Representative: - Victor Garcia
SFRTA Project Manager: - Marcia Williams

3. ARTICLE 7 – NOTICES of the Agreement is amended with the following:

The address of SFRTA is amended to read:

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

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

3. ARTICLE 9 – AVAILABILITY OF FUNDS is deleted in its entirety.

4. EXHIBIT A – SCOPE OF SERVICES is amended and replaced with the revised Scope of Services attached hereto and made a part hereof.

4. AGREEMENT

Except to the extent amended herein, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this First Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

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IN WITNESS WHEREOF, the parties have made and executed this First Amendment 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 the ____ day of _____, 2024.

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

DocuSigned by:
Diane Hernandez Del Calvo
Diane Hernandez Del Calvo
Deputy Executive Director

DocuSigned by:
By *David W. Dech*
David Dech, Executive Director

____ DAY OF _____, 2024

(SFRTA SEAL)

Approved as to form by:

DocuSigned by:
Anthony Cariveau
Anthony Cariveau
Chief Procurement Officer

DocuSigned by:
Teresa Moore
Teresa J. Moore, General Counsel

ATTEST:
JOSEPH ABRUZZO, Clerk

PALM BEACH COUNTY FLORIDA, by its BOARD OF
COUNTY COMMISSIONERS


Deputy Clerk

Mayor

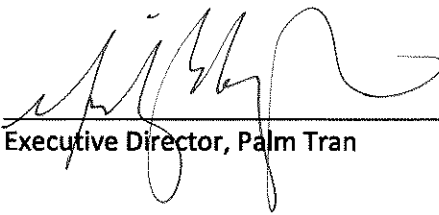
_____ DAY OF _____, 2024

Approved as to form
and Legal Sufficiency

Approved as to Terms and Conditions



County Attorney



Executive Director, Palm Tran

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Exhibit A
SCOPE OF SERVICES

Employee

Upon execution of the Agreement, SFRTA will retain a full-time SFRTA employee (the "Employee") to sell Palm Tran tickets and assist Palm Tran customers from the Tri-Rail West Palm Beach Station (the "Services") 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.

The Parties agree that the Work Share Percentage shall initially be 75% for the Services and 25% for the SFRTA Work. Should either Party request a re-evaluation of the Work Share Percentage, the Representatives of SFRTA and Palm Tran shall perform such re-evaluation and shall make all good faith efforts to reach agreement on a new Work Share Percentage. The County's payment shall be adjusted accordingly to be equal to the re-evaluated Work Share Percentage.

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 Share Percentage of same. The County's payments shall be made by the County to SFRTA on a quarterly basis. The first payment is due on the first day of the new quarter 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, excluding SFRTA observed holidays, at the ticket kiosk located at the Tri-Rail West Palm Beach Station (the "Kiosk"). SFRTA will make efforts to have the Employee take a 30-minute lunch break 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 perform the Services, who shall be determined solely by SFRTA.

Palm Tran Ticket Sales

The Employee shall only accept cash, checks, and credit cards for the Palm Tran tickets.

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 a way 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.

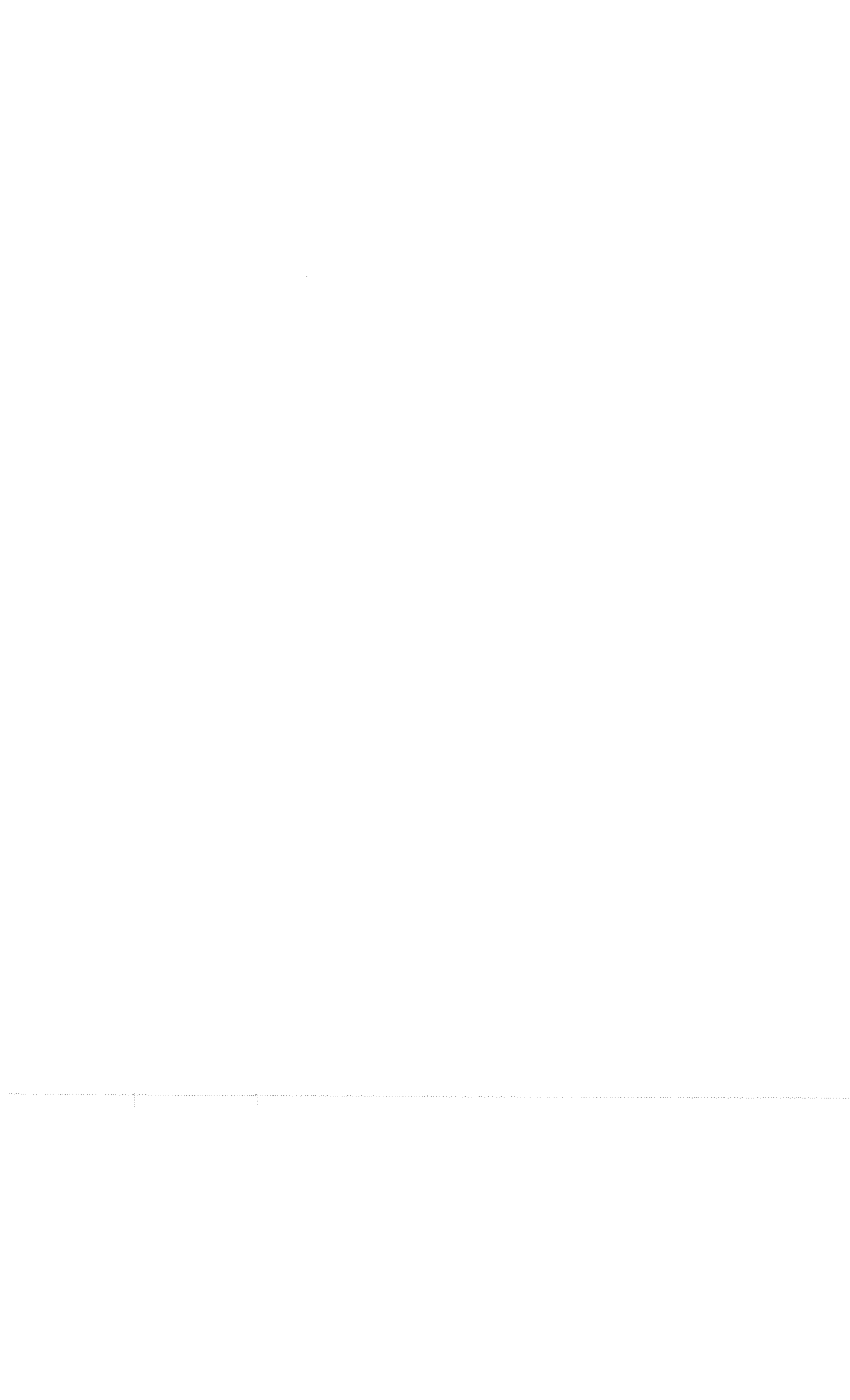
Advertising/Marketing

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.



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ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

DocuSigned by:
Diane Hernandez Del Calvo
Diane Hernandez Del Calvo
Deputy Executive Director

DocuSigned by:
By *David W. Dech*
David Dech, Executive Director

____ DAY OF _____, 2024

(SFRTA SEAL)

Approved as to form by:

DocuSigned by:
Anthony Cariveau
Anthony Cariveau
Chief Procurement Officer

DocuSigned by:
Teresa Moon
Teresa J. Moore, General Counsel

ATTEST:
JOSEPH ABRUZZO, Clerk

PALM BEACH COUNTY FLORIDA, by its BOARD OF
COUNTY COMMISSIONERS

Deputy Clerk

Mayor

_____ DAY OF _____, 2024

Approved as to form
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County Attorney



Executive Director, Palm Tran

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