

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	200-
Grant Expenditures					
Operating Costs	\$40,000				
External Revenues	(\$40,000)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes X No
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5003 Object 4490
 Program Reporting Category

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

C. Departmental Fiscal Review: John Murphy
 John Murphy, Finance Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:
 *Operating costs are indeterminable at this time, it will depend on the number of trips
 [Signature] 2/8/2012
 OFMB 2/8/12 PM 1-30-12
 [Signature] 2/9/12
 Contract Dev. and Control 2-9-12 B.Wheeler

B. Legal Sufficiency:
 [Signature] 2/9/12
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

RESOLUTION NO. R-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, FINDING THAT A CERTAIN COUNTY-OWNED BUS IS NOT NEEDED FOR THE COUNTY'S TRANSIT SYSTEM OR ANY OTHER COUNTY PURPOSE; AUTHORIZING THE SALE, CONVEYANCE AND TRANSFER OF THE BUS TO LAKELAND AREA MASS TRANSIT DISTRICT; APPROVING AN AGREEMENT WITH LAKELAND AREA MASS TRANSIT DISTRICT REGARDING THE SALE, CONVEYANCE AND TRANSFER OF THE BUS; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County ("County") has one (1) transit bus ("Bus") that has not reached the end of its useful service life and the County has determined that the bus is not needed for the County's public transit system or any other County purpose; and

WHEREAS, Lakeland Area Mass Transit District has applied to County's Board of County Commissioners (Board) for the Bus and requested that it be conveyed to Lakeland Area Mass Transit District for use within its public transit system and for the purpose of promoting the public or community interest and welfare, and the Board is satisfied that the Bus is required for such purposes; and

WHEREAS, Lakeland Area Mass Transit District is an entity that is qualified and eligible to receive a conveyance of personal property from Palm Beach County in accordance with the requirements of Section 125.38, F.S., and Lakeland Area Mass Transit District has advised Palm Tran that it desires to use the Bus for the public or community interest and welfare; and

WHEREAS, County's acquisition of the Bus was funded by a grant from the Federal Transit Administration (FTA) and the FTA has a federal interest in the remaining fair market value and useful life of the Bus; and

WHEREAS, FTA Circular 5010.1D requires that an FTA grantee obtain FTA's approval prior to transfer rolling stock to another FTA grantee and that the grantee to receive the rolling stock obtain FTA's approval prior to its receipt of the rolling stock; and

WHEREAS, Lakeland Area Mass Transit District is a current grantee of the FTA; and

WHEREAS, the FTA has advised Palm Tran staff that the County may transfer title of the Bus to Lakeland Area Mass Transit District if County complies with all FTA requirements applicable to the transfer of the Bus, and Lakeland Area Mass Transit District, in one of its current FTA grants or in its next grant application, acknowledges the Bus' fair market value and the Federal interest in the Bus, complies with all FTA requirements applicable to its receipt of the Bus and obtains FTA's approval of its receipt of the Bus and;

WHEREAS, the Board has determined that the Bus will be used for the public or community interest and welfare as described herein and in an Agreement Regarding the Sale, Conveyance and Transfer of the Bus to Lakeland Area Mass Transit District, Florida ("Agreement"), and that the Bus should be transferred and conveyed for the nominal sum of One Dollar and other good and valuable consideration in accordance with the Agreement and the rules and requirements of the FTA; provided, that, all conditions precedent to the transfer required under the Agreement and FTA Circular 5010.1D have been satisfied.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The recitals set forth above are true and correct.
2. The Board does hereby authorize its Chair, on behalf of the Board, to enter into the Agreement with Lakeland Area Mass Transit District for the sale, conveyance and transfer of the Bus described below.
3. Following execution of the Agreement, title to the Bus is to be transferred and conveyed to Lakeland Area Mass Transit District in accordance with the provisions of the Agreement; provided that, all conditions precedent to the transfer have been met, including but not limited to, Palm Tran's receipt of notice that FTA has approved the transfer. County's County Administrator or his designee, is authorized to take all steps needed to effectuate the sale, conveyance and transfer of the Bus.
4. The Vehicle Identification Numbers and Palm Beach County asset numbers of the vehicles to be conveyed are as follows:
VIN# 1GB6G5BG4B1143595 Asset # 10186899
5. This Resolution shall take effect upon its adoption.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Shelley Vana, Chair	_____
Commissioner Steven L. Abrams, Vice Chairman	_____
Commissioner Karen T. Marcus	_____
Commissioner Paulette Burdick	_____
Commissioner Burt Aaronson	_____
Commissioner Jess R. Santamaria	_____
Commissioner Priscilla A. Taylor	_____

The Chair thereupon declared this resolution duly passed and adopted this ____ day of _____, 2012.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk and Comptroller

By: _____
County Attorney

By: _____
Deputy Clerk

**AGREEMENT REGARDING THE CONVEYANCE OF A BUS
TO LAKELAND AREA MASS TRANSIT DISTRICT, FLORIDA**

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THIS AGREEMENT REGARDING THE CONVEYANCE OF A BUS is made and entered into this day of _____, 2012, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the "Palm Beach County"), and Lakeland Area Mass Transit District, an independent special district, (hereinafter referred to as "Lakeland Area Mass Transit District").

WITNESETH:

WHEREAS, Palm Beach County's Department of Surface Transportation (also known as "Palm Tran") has determined that it has one (1) Arboc Mobility 20-Passenger Low Floor Cut Away Bus (referred to herein as "Bus") that is not needed for any County purpose, that the Bus is an uneconomical asset, and that Palm Beach County no longer has a public transit need for the Bus; and

WHEREAS, Lakeland Area Mass Transit District has advised Palm Beach County's Department of Surface Transportation, Palm Tran, that Lakeland Area Mass Transit District is in need of additional Buses and desires to acquire the Bus from Palm Beach County; and

WHEREAS, Lakeland Area Mass Transit District has represented that it will incorporate the Bus into the Citrus Connection' public transit system, and use them to promote the community interest and welfare by enhancing the public transit system; and

WHEREAS, Lakeland Area Mass Transit District has asked Palm Beach County to convey the Bus to it so that it may be used to accomplish the purposes described herein; and

WHEREAS, Palm Beach County has determined that the Bus is not needed for any Palm Beach County purpose, that the Bus is required for use by Lakeland Area Mass Transit District, and that the Bus should be conveyed to Lakeland Area Mass Transit District for the nominal sum of One Dollar (\$1.00); provided, that, the Federal Transit Administration approves the conveyance; and

WHEREAS, Palm Beach County's Board of County Commissioners finds that the use that Lakeland Area Mass Transit District will make of the Bus constitutes and will serve a valid public purpose; and

WHEREAS, Palm Beach County is willing to transfer the Bus to Lakeland Area Mass Transit District for use as contemplated hereunder.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. Incorporation of Recitals: The foregoing recitals are true and correct and incorporated into and made a part of this Agreement.

2. Purpose: The purpose of this Agreement is to set forth the various duties, rights and obligations of the parties regarding the transfer of the Bus to Lakeland Area Mass Transit District and Lakeland Area Mass Transit District's use of the Bus to promote the community's interest and welfare by utilizing the Bus in the Lakeland Area Mass Transit District public transit system as contemplated in this Agreement. The Bus to be transferred to Lakeland Area Mass Transit District consist of One (1) 2010 Arboc Mobility 20-Passenger Low Floor Cut Away Bus with the following Vehicle Identification Number:

1GB6G5BG4B1143595 Asset # 10186899

1 3. Representatives: Palm Beach County's representative following the execution of this
2 Agreement will be Palm Tran's Assistant Executive Director whose telephone number is 561-841-
3 4210, or her designee. Lakeland Area Mass Transit District's representative following the
4 execution of this Agreement will be Tom Phillips, Executive Director, whose telephone number is
5 (863) 688-7433 or such other representative designated by Lakeland Area Mass Transit District.
6

7 4. Transfer of Title: Palm Beach County agrees to transfer title, relinquish possession
8 and deliver the Bus to Lakeland Area Mass Transit District at Palm Tran's main facility located at
9 3201 Electronics Way, West Palm Beach, Florida or such other location in Palm Beach County,
10 Florida, on such date and time specified by Palm Beach County's Representative; provided, that,
11 the Federal Transit Administration (FTA) has notified Palm Beach County that it has approved the
12 transfer of the Bus to Lakeland Area Mass Transit District, and Palm Beach County has received
13 from Lakeland Area Mass Transit District the nominal sum of One Dollar (\$1.00). Lakeland Area
14 Mass Transit District shall be solely responsible for and shall bear all costs arising out of and
15 related to the conveyance, transfer of title, delivery and acceptance of the Bus, of whatsoever
16 kind or nature. Lakeland Area Mass Transit District acknowledges that the original purchase
17 price of the Bus was funded under FTA Grant Nos. FL-03-0327 and FL-04-0030, and that the
18 Bus, at the time it was acquired by Palm Beach County, had a seven (7) year or 200,000 mile
19 service life. Lakeland Area Mass Transit District further acknowledges that the Bus has not been
20 fully depreciated, that the bus has a remaining service life of seven (7) years or 200,000 miles
21 and that the corresponding total value of the bus is \$122,500, and that FTA has a continuing
22 interest in the Bus. Palm Beach County is willing to release its ownership and control of the Bus to
23 Lakeland Area Mass Transit District following Palm Beach County's receipt of FTA's approval of
24 the transfer of the Bus to Lakeland Area Mass Transit District in accordance with any applicable
25 FTA guidance, and FTA Circulars C5010.1D and C9300.1B. Lakeland Area Mass Transit District
26 further agrees that it will include the transferred vehicle in its next grant application (per 5010.1D),
27 or take such action deemed appropriate by the FTA, so as to establish the transfer, and Lakeland
28 Area Mass Transit District's acceptance of the ownership and responsibility for the Bus, and the
29 release of Palm Beach County from any future liability or responsibility for the Bus. Lakeland
30 Area Mass Transit District acknowledges that with the execution of this Agreement it accepts
31 responsibility for the continued satisfactory maintenance and control of the Bus.
32

33 5. Acceptance of Bus "As Is" and Disclaimer of Warranty: It is understood between the
34 parties that Palm Beach County is conveying the Bus to Lakeland Area Mass Transit District "as
35 is" and that no representations are made as to the maintenance, safety, operability or condition of
36 the Bus or any equipment associated therewith. No warranties are made, of any kind or nature,
37 and none shall be deemed to be in effect, including but not limited to any warranty with respect to
38 the design, condition, safety or operability of the Bus, its quality or capacity, its conformity to or
39 compliance with any requirement of law (whether state, federal or local), or any rule, specification
40 or contract pertaining to the Bus. No warranties are made regarding patent infringement, any
41 latent defect or the Bus' fitness for any or a particular purpose. Lakeland Area Mass Transit
42 District's execution of this Agreement shall act as its acknowledgment that it has performed a
43 detailed inspection of the Bus and accepts it in its "as is" condition. Lakeland Area Mass Transit
44 District further acknowledges and agrees that no representations or warranties have been made
45 regarding the Bus, and that it has not relied upon any statement or representation made by Palm
46 Beach County or Palm Tran, Inc. or their respective officers, employees, servants or agents
47 regarding the Bus or any equipment that may or not may be located thereon. Lakeland Area
48 Mass Transit District shall correct any and all conditions that may interfere with or affect the safe
49 operation or use of the Bus or create a danger to any person or property prior to it or any other
50 person or entity using or operating the Bus.

51 Palm Beach County is not the manufacturer of the Bus or any equipment associated
52 therewith. Palm Beach County is not the agent of the manufacturer, and no warranty against
53 patent or latent defects in material, workmanship, or capacity is given. Palm Beach County does
54 not warrant the Bus or any equipment associated therewith as being fit for a particular purpose,
55 or as having been maintained or adjusted to a certain condition, level or degree of safety, or as
56 required by law. No oral or written statement, representation, information or advice from Palm
57 Beach County, Palm Tran, Inc. or any of their respective officers or employees whether given
58 before, during or after delivery of the Bus shall create a warranty, including any warranty as to

1 maintenance, safety, operability or reliability, and Lakeland Area Mass Transit District expressly
2 acknowledges that it is not entitled to rely on any such statement, representation, information or
3 advice, if such was made or given.
4

5 6. Discrimination Prohibited: Lakeland Area Mass Transit District represents and
6 warrants that it will not discriminate in any use made of the Bus and that its employees will be
7 treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry,
8 marital status, sexual orientation, gender or gender identity or expression.
9

10 7. Responsibility: Lakeland Area Mass Transit District shall be solely responsible for all
11 costs associated with or related to the conveyance, delivery, transfer of title and its use of the
12 Bus. Lakeland Area Mass Transit District agrees that Palm Beach County has no responsibility
13 or duty, of any kind or nature, to any person or entity, relating to the Bus. Lakeland Area Mass
14 Transit District expressly waives and releases Palm Beach County and Palm Tran, Inc. from any
15 responsibility or liability, of any kind or nature whatsoever, that Palm Beach County or Palm Tran,
16 Inc. had, has or may have to Lakeland Area Mass Transit District or any other person or entity,
17 related to Palm Beach County's conveyance of the Bus to Lakeland Area Mass Transit District or
18 Lakeland Area Mass Transit District's ownership or use, operation, maintenance or possession of
19 the Bus.
20

21 8. No Agency Relationship: Palm Beach County is transferring title to the Bus for the
22 nominal sum of One Dollar, and as a result, is merely a donor of the Bus. Lakeland Area Mass
23 Transit District is not an agent, servant or employee of Palm Beach County or Palm Tran, Inc.
24 Neither Palm Beach County nor Palm Tran, Inc. is an agent, servant or employee of Lakeland
25 Area Mass Transit District. Lakeland Area Mass Transit District acknowledges and agrees that
26 neither Palm Beach County nor Palm Tran, Inc. has any control over the actions, activities or
27 decisions of Lakeland Area Mass Transit District. Nothing contained herein shall create an
28 agency relationship between Lakeland Area Mass Transit District and Palm Beach County or
29 Lakeland Area Mass Transit District and Palm Tran, Inc.
30

31 9. Lakeland Area Mass Transit District shall not assign, transfer or otherwise encumber
32 this Agreement, in whole or in part, without first having obtained the prior written consent of Palm
33 Beach County. Notwithstanding the foregoing, the Lakeland Area Mass Transit District may
34 assign this Agreement to the Polk Transit Authority; however, such assignment shall not be
35 effective until thirty (30) days after the Lakeland Area Mass Transit District has provided written
36 notice of the assignment to Palm Beach County or its designee.
37

38 10. Hold Harmless and Indemnification: Subject to the Lakeland Area Mass Transit
39 District's rights of sovereign immunity, Lakeland Area Mass Transit District agrees to protect,
40 defend, reimburse, save, indemnify and hold Palm Beach County, Palm Tran, Inc., their
41 successors or assigns, and their respective directors, officers, servants, agents or employees,
42 free and harmless, at all times, from and against any and all suits, actions, damages, liabilities,
43 interest, attorney's fees, costs and expenses of any kind or nature, including all costs of appeals,
44 arising out of or related, in any manner whatsoever, to Lakeland Area Mass Transit District's
45 acquisition, inspection, acceptance, possession, use, operation or maintenance of the Bus, any
46 intentional or negligent act or omission of Lakeland Area Mass Transit District, that relates, in any
47 manner, to Lakeland Area Mass Transit District's acquisition, ownership, operation, maintenance,
48 possession or use of the Bus, to the extent and limits provided by law as set forth in Section
49 768.28 of the Florida Statutes. Lakeland Area Mass Transit District expressly agrees that neither
50 Palm Beach County nor Palm Tran, Inc. has a duty to Lakeland Area Mass Transit District, the
51 public, any member of the public, any passenger being transported on the Bus, or any other third
52 party to notify Lakeland Area Mass Transit District or any other person of any defect or dangerous
53 condition or to correct any defect or dangerous condition which may exist or affect, in any way
54 whatsoever, Lakeland Area Mass Transit District's use, maintenance or operation of the Bus.
55 The foregoing indemnification shall survive the expiration or termination of this Agreement and

1 shall remain in effect at all times during which Lakeland Area Mass Transit District owns,
2 possesses, uses, maintains or has an interest in the Bus.
3

4 11. Remedies and Venue: This Agreement shall be governed by the laws of the State of
5 Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm
6 Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of
7 any other remedy, and each and every such remedy shall be cumulative and shall be in addition
8 to every other remedy given hereunder or now or hereafter existing at law or in equity or by
9 statute or otherwise. No single or partial exercise by any party of any right, power, or remedy
10 hereunder shall preclude any other or further exercise thereof.
11

12 12. Entirety of Agreement: This Agreement sets forth the entire agreement between the
13 parties and supersedes all other negotiations, representations, or agreements, whether written or
14 oral, relating to this Agreement. The Agreement may be modified and amended only by written
15 instrument executed by the parties hereto.
16

17 13. No Third Party Beneficiaries Created: This Agreement is not intended to be a third
18 party beneficiary contract and creates no right in anyone other than Lakeland Area Mass Transit
19 District, Palm Beach County and Palm Tran, Inc. No other person or entity shall have any rights,
20 interest, or claims against the County or Palm Tran, Inc. as a result of this Agreement or Lakeland
21 Area Mass Transit District's acquisition, ownership, use, operation or maintenance of the Bus, or
22 be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or
23 otherwise. Lakeland Area Mass Transit District expressly acknowledges and agrees that neither
24 Palm Beach County nor Palm Tran, Inc. has a duty, of any kind or nature, to Lakeland Area Mass
25 Transit District or any third party as a result of Lakeland Area Mass Transit District's acquisition,
26 ownership, operation, maintenance, possession or use of the Bus.
27

28 14. Any notice given pursuant to the terms of this Agreement shall be in writing and hand
29 delivered or sent by U.S. Mail. All notices shall be addressed to the following:
30

31 As to Palm Beach County:
32 Executive Director, Palm Tran
33 3201 Electronics Way
34 West Palm Beach, FL 33407
35 (561) 841-4210
36

37 As to Lakeland Area Mass Transit District :

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39 Lakeland Area Mass Transit District (Citrus Connection)
40 Mr. Tom Phillips, Executive Director
41 1248 George Jenkins Blvd.,
42 Lakeland, FL 33815
43 (863) 688-7433
44

45 15. Waiver: No waiver of any provisions of this Agreement shall be effective unless it is
46 in writing and signed by the party against whom it is asserted. Any such written waiver shall only
47 be applicable to the specific instance to which it relates and shall not be deemed a continuing or
48 future waiver.
49

50 16. Captions: The captions and section designations herein set forth are for
51 convenience only and shall have no substantive meaning.
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53 17. Joint Preparation: The preparation of this Agreement has been a joint effort of the
54 parties and the resulting document shall not, solely as a matter of judicial construction, be
55 construed more severely against one of the parties than the other.
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18. Severability: Should any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

19. Entirety of Contract and Modifications: Palm Beach County and Lakeland Area Mass Transit District agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

20. Survivability: Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

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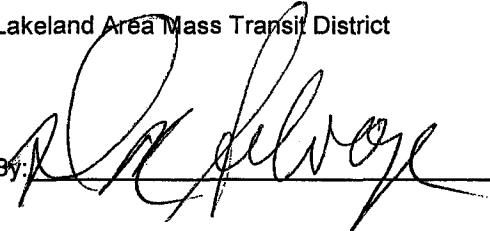
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IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

Palm Beach County, Florida, by its Board of County Commissioners

Lakeland Area Mass Transit District

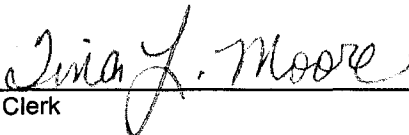
By: _____
Chair

By:  _____

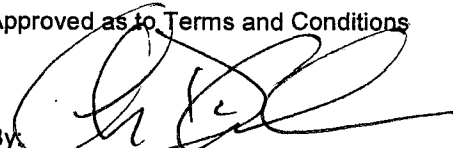
Attest:
Sharon R. Block, Clerk & Comptroller

Attest:

By: _____
Deputy Clerk

By:  _____
Clerk

Approved as to Terms and Conditions

By:  _____
Chuck Cohen, Executive Director
Palm Tran

Approved as to Form and Legal Sufficiency

Approved as to Form and Legal Sufficiency

County Attorney

 _____
Lakeland Area Mass Transit District Attorney



REQUEST TO TRANSFER ASSETS TO FIXED ASSETS MGT OFFICE PALM BEACH COUNTY

OFMB/ FINANCIAL MANAGEMENT DIVISION
FIXED ASSETS MANAGEMENT OFFICE
FORM #2

(Please type or print clearly in black or blue pen)

DEPARTMENT/DIVISION NAME <u>Palm TRAN</u>	CUSTODIAN CODE <u>7320</u>	DATE <u>1/10/12</u>
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ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z # ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
<u>10186899</u>	<u>2010 Ar60c Mobility 20 pass VAN</u>	<u>3</u>	<u>1</u>					

REASON CODES NO LONGER NEEDED

1. - EXCESS 2. - OBSOLETE 3. - OTHER SURPLUS (specify) By Boynton Beach 4. - STATUTORY/PUBLIC PURPOSE/BCC ACTION (Describe in Comments Section Below)

CONDITION CODES

1. - NEW 2. - GOOD 3. - FAIR 4. - POOR 5. - BROKEN/SERVICEABLE 6. - BROKEN/BEYOND REPAIR 7. - OTHER _____ (specify)

COMMENTS (details on Reason 4 Transfers, Trade-ins, Scrapping and Thefts Required Here)

Famo verified title to asset number.

REQUESTED BY - ORIGINATING DEPARTMENT ORIGINATOR <u>[Signature]</u> DATE <u>1-10-2012</u> INVENTORY OFFICER <u>[Signature]</u> DATE <u>1-10-2012</u> CUSTODIAN <u>[Signature]</u> DATE <u>1-10-2012</u>	APPROVAL - FIXED ASSETS MANAGEMENT OFFICE INVENTORY OFFICER <u>[Signature]</u> DATE <u>1/19/12</u> WAREHOUSE _____ DATE _____
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