

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital					
Expenditures					
Operating Costs					
External Revenues	(\$1)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$1)				
No. ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5101
 Object _____ 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:

[Signature]
 OFMB
 11/27/12
 11/27/12

[Signature]
 Contract Dev. and Control
 12/14/12

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney
 12/6/12

C. Other Department Review:

 Department Director

RESOLUTION NO. R-

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

WHEREAS, Palm Beach County (County) has five (5) transit buses (Buses) that have reached the end of their useful service life and the County has determined that the Buses are not needed for the County's public transit system or any other County purpose; and

WHEREAS, Sarasota County has applied to the Board for the Buses and requested that they be conveyed to Sarasota County for the purpose of promoting the public or community interest and welfare, and the Board is satisfied that the Buses are required for such purposes; and

WHEREAS, Sarasota County 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 it has advised Palm Tran that it desires to use the Buses for the public or community interest and welfare; and

WHEREAS, although the Federal Transit Administration (FTA) has no continuing interest in the Buses, FTA Circular 5010.1D requires that FTA grantees obtain FTA's approval to transfer rolling stock to another FTA grantee prior to the transfer; and

WHEREAS, Sarasota County is a current grantee of the FTA; and

WHEREAS, the Board has determined that the Buses 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 Buses to Sarasota County (Agreement), and that the Buses should be sold and conveyed to Sarasota County for the nominal sum of One Dollar (\$1.00) and other good and valuable consideration.

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 Sarasota County for the sale, conveyance and transfer of the Buses described below.

3. Following execution of the Agreement, title to the Buses is to be transferred and conveyed to Sarasota County in accordance with the provisions of the Agreement; provided, that, FTA has approved the transfer. Palm Beach County's County Administrator or his designee is authorized to take all steps needed to effectuate the sale, conveyance and transfer of the Buses.

4. The Vehicle Identification Numbers of the vehicles to be conveyed are as follows:

PB0205	15GGB211521071283	Fixed Asset #	10142104
PB0207	15GGB211821071285	Fixed Asset #	10142106
PB0211	15GGD271X21070771	Fixed Asset#	10142110
PB0121	15GGB211211071359	Fixed Asset#	10137706
PB0127	15GGB211811072144	Fixed Asset#	10137630

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 Steven L. Abrams , Chairman _____
- Commissioner Priscilla A. Taylor, Vice Chair _____
- Commissioner Hal R. Valeche _____
- Commissioner Paulette Burdick _____
- Commissioner Shelley Vana _____
- Commissioner Mary Lou Berger _____
- Commissioner Jess R. Santamaria _____

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

CONTRACT NO. 2013-130
BCC APPROVED 11/13/12

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**AGREEMENT REGARDING THE SALE, CONVEYANCE
AND TRANSFER OF BUSES TO
SARASOTA COUNTY AREA TRANSIT, FLORIDA**

THIS AGREEMENT REGARDING THE SALE, CONVEYANCE AND TRANSFER OF BUSES is made and entered into this ___ day of _____, 201_, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as "Palm Beach County"), and Sarasota County, a political subdivision of the State of Florida (hereinafter referred to as "Sarasota County").

WITNESSETH:

WHEREAS, Palm Beach County's Department of Surface Transportation (also known as "Palm Tran") has determined that it has two (2) 2001 and three (3) 2002 Gillig Low Floor buses (collectively referred to herein as "Buses") that are not needed for any County purpose, that the Buses are an uneconomical asset, and that Palm Beach County no longer has a public transit need for the Buses; and

WHEREAS, Sarasota County has advised Palm Tran that Sarasota County desires to acquire the Buses from Palm Beach County; and

WHEREAS, Sarasota County has represented that it will incorporate the Buses into its public transit system, and use them to promote the community interest and welfare by enhancing the public transit system; and

WHEREAS, Sarasota County has applied to Palm Beach County for the conveyance of the Buses and affirms that it will use the Buses to accomplish the purposes described herein; and

WHEREAS, Sarasota County represents and affirms that it is an entity 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

WHEREAS, Palm Beach County has determined that the Buses are not needed for any Palm Beach County purpose, that the Buses are required for use by Sarasota County, and that the Buses should be conveyed to Sarasota County for the nominal sum of One Dollar (\$1.00); and

WHEREAS, Palm Beach County's Board of County Commissioners finds that the use Sarasota County will make of the Buses constitutes and will serve a valid public purpose; and

WHEREAS, Palm Beach County is willing to transfer the Buses to Sarasota County 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 Buses to Sarasota County and Sarasota County's use of the Buses to promote the community's interest and welfare by utilizing the Buses in its public transit system, Sarasota County Area Transit "SCAT", as contemplated in this Agreement. The Buses to be transferred to Sarasota County consist of five (5) Gillig Low Floor buses with the following Vehicle Identification Numbers:

1	PB0205	15GGB211521071283	Fixed Asset #	10142104
2	PB0207	15GGB211821071285	Fixed Asset #	10142106
3	PB0211	15GGD271X21070771	Fixed Asset#	10142110
4	PB0121	15GGB211211071359	Fixed Asset#	10137706
5	PB0127	15GGB211811072144	Fixed Asset#	10137630

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8 3. Representatives: Palm Beach County's representative following the execution of this
9 Agreement will be Palm Tran's Executive Director whose telephone number is 561-841-4200, or
10 his designee. Sarasota County's representative following the execution of this Agreement will be
11 Glama Carter, SCAT General Manager, whose telephone number is (941) 861-1020 or such
12 other representative designated by SCAT.

13 4. Transfer of Title: Palm Beach County agrees to transfer title, relinquish possession
14 and deliver the Buses to Sarasota County, at Palm Tran's main facility located at 3201
15 Electronics Way, West Palm Beach, Florida or such other location in Palm Beach County, Florida,
16 on such date and time specified by Palm Beach County's representative; provided that, the
17 Federal Transit Administration (FTA) has notified Palm Beach County that it has approved the
18 transfer of the Buses to Sarasota County, and Palm Beach County has received from Sarasota
19 County the nominal sum of One Dollar (\$1.00). Sarasota County shall be solely responsible for
20 and shall bear all costs arising out of and related to the conveyance, transfer of title, delivery and
21 acceptance of the Buses, of whatsoever kind or nature. Sarasota County acknowledges that the
22 Buses have been fully depreciated, that each bus has attained at least 500,000 miles and that for
23 Federal Transit Administration's (FTA) purposes all buses have reached their useful service life.
24 Palm Beach County is willing to release its ownership and control of the Buses to Sarasota
25 County following Palm Beach County's receipt of the nominal sum of One Dollar (\$1.00), FTA
26 approval of this transfer, and Sarasota County's release of Palm Beach County from any and all
27 future liability or responsibility for the Buses. Sarasota County acknowledges that with the
28 execution of this Agreement it accepts responsibility for the continued satisfactory safety,
29 maintenance and control of the Buses.

30
31 5. Acceptance of Buses "As Is" and Disclaimer of Warranty: It is understood between
32 the parties that Palm Beach County is conveying the Buses to Sarasota County "as is" and that
33 no representations are made as to the maintenance, design, safety, operability or condition of the
34 Buses or any equipment associated therewith. No warranties are made, of any kind or nature,
35 and none shall be deemed to be in effect, including but not limited to any warranty with respect to
36 the maintenance, design, condition, safety or operability of the Buses, their quality or capacity,
37 their conformity to or compliance with any requirement of law (whether state, federal or local), or
38 any rule, specification or contract pertaining to the Buses. No warranties are made regarding
39 patent infringement, any latent defect, or the Buses' fitness for any or a particular purpose or any
40 implied purpose. Sarasota County's execution of this Agreement shall act as its acknowledgment
41 that it has performed a detailed inspection of the Buses and accepts them in their "as is"
42 condition. Sarasota County further acknowledges and agrees that no representations or
43 warranties have been made regarding the Buses, and that it has not relied upon any statement or
44 representation of any kind or nature, made by Palm Beach County or Palm Tran, Inc. or their
45 respective officers, employees, servants or agents regarding the Buses, their condition, or any
46 equipment that may or not may be located thereon. Sarasota County shall inspect the buses and
47 correct any and all conditions that may interfere with or affect the safe operation or use of the
48 Buses or create a danger to any person or property prior to it or any other person or entity using
49 or operating the Buses.

50
51 Palm Beach County is not the manufacturer of the Buses 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 Buses or any equipment associated therewith as being fit for any purpose, an
55 implied purpose or a particular purpose, or as having been maintained or adjusted to a certain
56 condition, level or degree of safety, or as required by law. No oral or written statement,

1 representation, information or advice from Palm Beach County, Palm Tran, Inc. or any of their
2 respective officers or employees whether given before, during or after delivery of the Buses shall
3 create a warranty, including any warranty as to maintenance, safety, operability or reliability, and
4 Sarasota County expressly acknowledges that it is not entitled to rely on any such statement,
5 representation, information or advice, if such was made or given.
6

7 **NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE GIVEN. ALL**
8 **WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY OR AN**
9 **IMPLIED OR PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. PALM**
10 **BEACH COUNTY SHALL NOT BE LIABLE FOR ANY GENERAL, SPECIAL,**
11 **DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, ANY**
12 **LOST PROFITS, SAVINGS OR OTHER CONSEQUENTIAL, EXEMPLARY OR**
13 **INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT AND/OR**
14 **SARASOTA COUNTY'S USE OR OPERATION OF THE BUSES. NEITHER**
15 **PALM BEACH COUNTY NOR PALM TRAN, INC. SHALL BE LIABLE FOR**
16 **ANY CLAIM FOR DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL**
17 **INJURY, PROPERTY DAMAGE OR DEATH, BASED UPON A CLAIM IN**
18 **CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION,**
19 **STRICT LIABILITY OR BREACH OF WARRANTY.**
20

21 6. Discrimination Prohibited: Sarasota County represents and warrants that it will not
22 discriminate in any use made of the Buses and that their employees and passengers will be
23 treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry,
24 marital status, familial status, sexual orientation, gender, or gender identity or expression.
25

26 7. Responsibility: Sarasota County shall be solely responsible for all costs associated
27 with or related to the conveyance, delivery, transfer of title and its use of the Buses. Sarasota
28 County agrees that Palm Beach County has no responsibility or duty, of any kind or nature, to any
29 person or entity, relating to the Buses. Sarasota County expressly waives and releases Palm
30 Beach County and Palm Tran, Inc. from any responsibility or liability, of any kind or nature
31 whatsoever, that Palm Beach County or Palm Tran, Inc., had, has or may have to Sarasota
32 County or any other person or entity, related to Palm Beach County's conveyance of the Buses to
33 Sarasota County or Sarasota County's ownership, use, operation, maintenance or possession of
34 the Buses.
35

36 8. No Agency Relationship: Palm Beach County intends to transfer title to the Buses for
37 the nominal sum of One Dollar (\$1.00), after receiving FTA approval. Sarasota County is not an
38 agent, servant or employee of Palm Beach County or Palm Tran, Inc. Neither Palm Beach
39 County nor Palm Tran, Inc. is an agent, servant or employee of Sarasota County. Sarasota
40 County acknowledges and agrees that neither Palm Beach County nor Palm Tran, Inc. has any
41 control over the actions, activities or decisions of Sarasota County or any agency, entity or third
42 party with which it may have a relationship. Nothing contained herein shall create an agency
43 relationship between Sarasota County and Palm Beach County or Sarasota County and Palm
44 Tran, Inc.
45

46 9. Sarasota County shall not assign, transfer or otherwise encumber this Agreement, in
47 whole or in part, without first having obtained the prior written consent of Palm Beach County.
48 Nothing herein shall limit or restrict Sarasota County from any decisions regarding the
49 subsequent use or disposition of the Buses, so long as such use or disposition is for the purpose
50 of promoting the public or community interest or welfare.
51

52 10. Hold Harmless and Indemnification: To the extent permitted by law, Sarasota
53 County agrees to protect, defend, reimburse, save, indemnify and hold Palm Beach County, Palm
54 Tran, Inc., their successors or assigns, and their respective directors, officers, servants, agents or
55 employees, free and harmless, at all times, from and against any and all suits, actions, damages,
56 liabilities, interest, attorney's fees, costs and expenses of any kind or nature, including all costs of
57 appeals, arising out of or related, in any manner whatsoever, to Sarasota County's acquisition,

1 inspection, acceptance, possession, use, operation or maintenance of the Buses, any intentional
2 or negligent act or omission of Sarasota County, or any intentional or negligent act or omission of
3 Palm Beach County or Palm Tran, Inc. that relates, in any manner, to Sarasota County's
4 acquisition, ownership, operation, maintenance, possession or use of the Buses. Sarasota
5 County expressly agrees that neither Palm Beach County nor Palm Tran, Inc. has a duty to
6 Sarasota County, the public, any member of the public, any passenger being transported on one
7 of the Buses, or any other third party to notify Sarasota County or any other person of any defect
8 or dangerous condition or to correct any defect or dangerous condition which may exist or affect,
9 in any way whatsoever, Sarasota County's use, maintenance or operation of the Buses. The
10 foregoing indemnification shall survive the expiration or termination of this Agreement and shall
11 remain in effect at all times during which Sarasota County owns, possesses, uses, maintains or
12 has an interest in the Buses. Nothing expressed herein shall be construed as a waiver of
13 sovereign immunity or the protections afforded to Sarasota County pursuant to Section 768.28,
14 Florida Statutes.

15
16 11. Remedies and Venue: This Agreement shall be governed by the laws of the State of
17 Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm
18 Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of
19 any other remedy, and each and every such remedy shall be cumulative and shall be in addition
20 to every other remedy given hereunder or now or hereafter existing at law or in equity or by
21 statute or otherwise. No single or partial exercise by any party of any right, power, or remedy
22 hereunder shall preclude any other or further exercise thereof.

23
24 12. No Third Party Beneficiaries Created: This Agreement is not intended to be a third
25 party beneficiary contract and creates no rights in anyone other than Sarasota County, Palm
26 Beach County and Palm Tran, Inc. No other person or entity shall have any rights, interest, or
27 claims against the County or Palm Tran, Inc. as a result of this Agreement or Sarasota County's
28 acquisition, ownership, use, operation or maintenance of the Buses, or be entitled to any benefits
29 under or on account of this Agreement as a third-party beneficiary or otherwise. Sarasota County
30 expressly acknowledges and agrees that neither Palm Beach County nor Palm Tran, Inc. has a
31 duty, of any kind or nature, to Sarasota County or any third party as a result of Sarasota County's
32 acquisition, ownership, operation, maintenance, possession or use of the Buses.

33
34 13. Representations: Sarasota County acknowledges Palm Beach County's intent to sell
35 and convey the Buses to Sarasota County in accordance with the requirements of Section
36 125.38, F.S., and this Agreement. Sarasota County affirms its representation to County that it is
37 an entity eligible to receive personal property from Palm Beach County under Section 125.38,
38 F.S. To the extent permitted by law, Sarasota County shall save, defend, indemnify and hold
39 harmless Palm Beach County and Palm Tran, Inc. for any and all liability or responsibility that
40 Palm Beach County or Palm Tran, Inc., had, has or may have as a result of a determination that
41 Sarasota County is not an entity eligible to receive personal property from Palm Beach County
42 under Section 125.38, F.S.

43
44 14. Notices: Any notice given pursuant to the terms of this Agreement shall be in writing
45 and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

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47 As to Palm Beach County: Executive Director, Palm Tran
48 3201 Electronics Way
49 West Palm Beach, FL 33407
50 (561) 841-4210

51
52 As to Sarasota County: Glama Carter, General Manager
53 Sarasota County Area Transit
54 5303 Pinkney Ave.
55 Sarasota, FL 34233
56 (941) 861-1020
57

1 **IN WITNESS WHERE OF**, the parties have executed this Agreement Regarding the
2 Sale, Conveyance and Transfer of Buses and it is effective on the date first above written.

3
4 Palm Beach County, Florida, by its
5 Board of County Commissioners

Sarasota County, Florida, by its
Board of County Commissioners

6
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9 By: _____
10 Chair

By:  _____
Chair

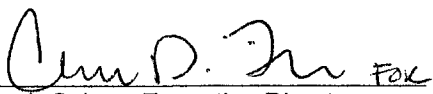
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14 Attest:
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16 Sharon R. Block, Clerk & Comptroller

Attest:
Karen E. Rushing, Clerk of the
Circuit Court and Ex-Officio
Clerk of the Board of County Commissioners of
Sarasota County, Florida

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22 By: _____
23 Deputy Clerk

By:  _____
Deputy Clerk

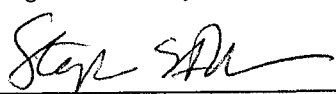
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29 Approved as to Terms and Conditions

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33 By:  _____
34 Chuck Cohen, Executive Director
35 Palm Tran

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38 Approved as to Form
39 and Legal Sufficiency

Approved as to Form
and Legal Sufficiency

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41
42 _____
43 Palm Beach County Attorney

 _____
44 Sarasota County Attorney, *LR*



**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>11/15/12</u>
---	----------------------------	----------------------

ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z# ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
10142104	2002 Gillig 35' Low Floor	3	5					
10142106	2002 Gillig 35' Low Floor	3	5					
10142110	2002 Gillig 40' Low Floor	3	5					
10137706	2001 Gillig 35' Low Floor	3	5					
10137630	2001 Gillig 35' Low Floor	3	5					

REASON CODES

1. - EXCESS 2. - OBSOLETE 3. - OTHER SURPLUS (specify) _____ 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)

BASED ON MILEAGE/YEARS VEHICLES HAVE BEEN REPLACED

FAMO checked Asset #s, VINs for accuracy and the data in the system.

REQUESTED BY - ORIGINATING DEPARTMENT		APPROVAL - FIXED ASSETS MANAGEMENT OFFICE	
ORIGINATOR <u>[Signature]</u>	DATE <u>11-15-12</u>	INVENTORY OFFICER <u>[Signature]</u>	DATE <u>12/3/12</u>
INVENTORY OFFICER <u>[Signature]</u>	DATE <u>11-15-12</u>	WAREHOUSE _____	DATE _____
CUSTODIAN <u>[Signature]</u>	DATE <u>11-15-12</u>		