

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2016 | 20____ | 20____ | 20____ | 20____ |
|---|---------|--------|--------|--------|--------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | (\$2.) | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | (\$2.) | _____ | _____ | _____ | _____ |
| No. ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included In Current Budget? Yes _____ No _____

Budget Account No.: Fund 1340 Department 540 Unit 5101
 Object 6440 Reporting Category _____

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

C. Departmental Fiscal Review: [Signature] FOR
 Michael Williams, Finance Manager

III. REVIEW COMMENTS

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

| | |
|---|---|
| <u>[Signature]</u> 6/10/16 OFMB ET 6/08 6/19/16 | <u>[Signature]</u> 6/17/16 Contract Dev. and Control |
|---|---|

B. Legal Sufficiency:

[Signature] 6/20/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

RESOLUTION NO. R-2016-

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 TWO BUSES TO PASCO COUNTY, FLORIDA; APPROVING AN AGREEMENT REGARDING THE SALE, CONVEYANCE AND TRANSFER OF BUSES; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) has two (2) 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, Pasco County, a political subdivision of the State of Florida, (hereinafter referred to as the "Pasco County") has applied to County's Board of County Commissioners (Board) for the Buses and requested that they be conveyed to Pasco 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, Pasco 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, the useful service life of the Buses have been met and the Federal Transit Administration (FTA) has no continuing interest in the Buses; and

WHEREAS, the County, with the prior approval of the FTA, may transfer the Buses to another FTA grant recipient; and

WHEREAS, Palm Tran and Pasco County will coordinate the transfer, with the FTA's regional office, and furnish the information needed to enable the transfer to proceed as further described in Chapter 1V, Subsection 3.1 of FTA Circular 5010.1D; 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 of Buses to Pasco County (Agreement), and that the Buses should be sold and conveyed to Pasco County for the sum of One Dollar (\$1.00) each 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, and incorporated into and made a part of this resolution.
2. The Board does hereby authorize its Mayor, on behalf of the Board, to enter into the Agreement with Pasco 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 Pasco County in accordance with the provisions of the Agreement. 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 Number of the vehicle to be conveyed is as follows:
15GGD211461076919 Fixed Asset #10167884
15GGD211461076922 Fixed Asset #10167887
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 Mary Lou Berger, Mayor - _____
Commissioner Hal R. Valeche, Vice Mayor - _____
Commissioner Paulette Burdick - _____
Commissioner Shelley Vana - _____
Commissioner Steven L. Abrams - _____
Commissioner Melissa McKinlay - _____
Commissioner Priscilla A. Taylor - _____

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2016.

Palm Beach County, Florida by its Board of County Commissioners
Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

By: _____
County Attorney

AGREEMENT REGARDING THE SALE, CONVEYANCE AND TRANSFER OF TWO BUSES TO PASCO COUNTY, FLORIDA

THIS AGREEMENT REGARDING THE SALE, CONVEYANCE AND TRANSFER OF A BUSES is made as of this _____ day of _____, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "Palm Beach County"), and Pasco County, a political subdivision of the State of Florida, (hereinafter referred to as the "Pasco County").

WITNESSETH:

WHEREAS, Palm Beach County's Department of Surface Transportation (also known as Palm Tran) has determined that there has two (2) 2006 Gillig Buses owned by Palm Beach County (referred to herein as "Buses") that are not needed for any Palm Beach 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, Pasco County has advised Palm Tran, that Pasco County is in need of replacement Buses and desires to acquire the Buses from Palm Beach County; and

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

WHEREAS, Pasco 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, Pasco 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 Pasco County, and that the Buses should be conveyed to Pasco County for the nominal sum of One Dollar (\$1.00) each provided, that, the Federal Transit Administration (FTA) approves the conveyance; and

WHEREAS, Palm Beach County's Board of County Commissioners finds that the use Pasco 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 Pasco 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 forgoing recitals are true and correct and incorporated into and made a part of the Agreement.

2. Purpose: The purpose of the Agreement is to set forth the various duties, rights and obligations of the parties regarding the transfer of the Buses to Pasco County and Pasco County's use of the Buses to promote the public or community's interest and welfare, by utilizing the Buses in public transit system as contemplated in this Agreement. The Buses to be transferred to Pasco County consist of two (2) Gillig 40ft. with the following Vehicle Identification Numbers:

| | |
|-------------------|-----------------------|
| 15GGD211461076919 | Fixed Asset #10167884 |
| 15GGD211461076922 | Fixed Asset #10167887 |

3. Representatives: Palm Beach County's representative following the execution of this Agreement will be Palm Tran's Executive Director whose telephone number is 561-841-4200, or his designee. Pasco County's representative following the execution of the Agreement will be Philip O. Pumphrey, Public Transportation Director, whose telephone number is 727-834-3322, or such other representative designated by Pasco County.
4. Transfer of Title: Palm Beach County agrees to transfer title, relinquish possession and deliver the Buses to the Pasco County, at Palm Tran's main facility located at 3201 Electronics Way, West Palm Beach, Florida or such other location in Palm Beach County, Florida, on such date and time specified by the Palm Beach County's representative; provided that, the FTA has notified Palm Beach County that it has approved the transfer of the Buses to Pasco County, and Palm Beach County has received from Pasco County the sum of One Dollar (\$1.00) for each Bus. Pasco County shall be solely responsible for and shall bear all costs arising out of and related to the conveyance, transfer of title, delivery and acceptance of the Buses, of whatsoever kind or nature. Pasco County acknowledges that the Buses have attained at least 500,000 miles and that for FTA's purposes the Buses have reached their useful service life. Palm Beach County is willing to release its ownership and control of the Buses to Pasco County following Palm Beach County's receipt of Pasco County's payment, FTA's approval of this transfer, and Pasco County's release of Palm Beach County from any and all future liability or responsibility for the Buses. Pasco County acknowledges that with the execution of this Agreement, it accepts responsibility for the continued satisfactory safety, maintenance and control of the Buses.
5. Acceptance of Buses "As Is" and Disclaimer of Warranty: It is understood between the parties that Palm Beach County is conveying the Buses to Pasco County "as is", and without tires and electronics. No representations are made as to the maintenance, design, safety, operability or condition of the Buses or any equipment associated therewith. No warranties are made, of any kind or nature, and none shall be deemed to be in effect, including but not limited to any warranty with respect to the maintenance, design, condition, safety or operability of the Buses, their quality or capacity, conformity to or compliance with any requirement of law (whether state, federal or local), or any rule, specification or contract pertaining to the Buses. No warranties are made regarding patent infringement, any latent defect, or the fitness of the Buses for any or a particular purpose or any implied purpose. Pasco County's execution of this Agreement shall act as its acknowledgment that it has performed a detailed inspection of the Buses and accepts them in their "as is" condition. Pasco County further acknowledges and agrees that no representations or warranties have been made regarding the Buses, and that it has not relied upon any statement or representation of any kind or nature, made by Palm Beach

County or Palm Tran, Inc. or their respective officers, employees, servants or agents regarding the Buses, their condition, maintenance, or any equipment that may or not may be located thereon. Pasco County shall inspect the Buses and correct any and all conditions that may interfere with or affect the safe operation or use of the Buses or create a danger to any person or property prior to it or any other person or entity using or operating the Buses.

Palm Beach County is not the manufacturer of the Buses or any equipment associated therewith. Palm Beach County is not the agent of the manufacturer, and no warranty against patent or latent defects in material, workmanship, or capacity is given. Palm Beach County does not warrant the Buses or any equipment associated therewith as being fit for any purpose, an implied purpose or a particular purpose, or as having been maintained or adjusted to a certain condition, level or degree of safety, or as required by law. No oral or written statement, representation, information or advice from Palm Beach County, Palm Tran, Inc. or any of their respective officers or employees whether given before, during or after delivery of the Buses shall create a warranty, of any kind, including but not limited to, any warranty as to maintenance, safety, condition, operability or reliability, and Pasco County expressly acknowledges that it is not entitled to rely upon any such statement, representation, information or advice, if such was made or given.

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

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

Pasco County has submitted to Palm Beach County, a copy of its non-discrimination policy which is consistent with the above, as contained in Palm Beach County Resolution R-2014-1421, as amended, or in the alternative, if Pasco County does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to Palm Beach County that its non-discrimination policy conforms to R-2014-1421, as

- amended. A copy of the non-discrimination policy & statement is attached hereto as Exhibit A.
7. Responsibility: Pasco County shall be solely responsible for all costs associated with or related to the conveyance, delivery, transfer of title and its use of the Buses. Pasco County agrees that Palm Beach County has no responsibility or duty, of any kind or nature, to any person or entity, relating to the Buses. Pasco County expressly waives and releases Palm Beach County and Palm Tran, Inc. from any responsibility or liability, of any kind or nature whatsoever, that Palm Beach County or Palm Tran, Inc., had, has or may have to Pasco County or any other person or entity, related to or arising out of Palm Beach County's conveyance of the Buses to Pasco County or Pasco County's ownership, use, operation, maintenance or possession of the Buses.
 8. No Agency Relationship: Palm Beach County intends to transfer title to the Buses for the sum of One Dollar (\$1.00) each, after receiving FTA approval. Pasco County is not an agent, servant or employee of Palm Beach County or Palm Tran, Inc. Neither Palm Beach County nor Palm Tran, Inc. is an agent, servant or employee of Pasco County. Pasco County acknowledges and agrees that neither Palm Beach County nor Palm Tran, Inc. has any control over the actions, activities or decisions of Pasco County or any agency, entity or third party with which it may have a relationship. Nothing contained herein shall create an agency relationship between Pasco County and Palm Beach County or Pasco County and Palm Tran, Inc.
 9. Pasco County shall not assign, transfer or otherwise encumber this Agreement, in whole or in part, without first having obtained the prior written consent of Palm Beach County.
 10. Hold Harmless and Indemnification: To the extent permitted by law, Pasco County agrees to protect, defend, reimburse, save, indemnify and hold Palm Beach County, Palm Tran, Inc., their successors or assigns, and their respective directors, officers, servants, agents or employees, free and harmless, at all times, from and against any and all suits, actions, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature, including all costs of appeals, arising out of or related, in any manner whatsoever, to Pasco County's acquisition, inspection, acceptance, possession, use, operation or maintenance of the Buses, any intentional or negligent act or omission of Pasco County, or any intentional or negligent act or omission of Palm Beach County or Palm Tran, Inc. that relates, in any manner to Pasco County's acquisition, inspection, acceptance, ownership, operation, maintenance, possession or use of the Buses. Pasco County expressly agrees that neither Palm Beach County nor Palm Tran, Inc. has a duty to Pasco County, the public, any member of the public, any passenger being transported on Buses, or any other third party to notify Pasco County or any other agency, person or entity of any defect or dangerous condition or to correct any defect or dangerous condition which may exist or affect, in any way whatsoever, Pasco County's use, maintenance or operation of the Buses. The foregoing indemnifications and hold harmless agreement shall survive the termination or expiration of this Agreement and shall remain in effect at all times during which Pasco County or any other third party owns, possesses, uses, operates, maintains or has an interest in the Buses. Nothing herein shall be construed as a waiver of sovereign immunity or the protections afforded to either party pursuant to Section 768.28, F.S.

11. Remedies and Venue: This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce the Agreement shall be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
12. No Third Party Beneficiaries Created: This Agreement is not intended to be a third party beneficiary contract and creates no rights in anyone other than Pasco County, Palm Beach County and Palm Tran, Inc. No other person or entity shall have any rights, interest, or claims against the Palm Beach County or Palm Tran, Inc. as a result of this Agreement or Pasco County's acquisition, ownership, use, possession, operation or maintenance of the Buses, or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Pasco County expressly acknowledges and agrees that neither Palm Beach County nor Palm Tran, Inc. has a duty, of any kind or nature, to Pasco County or any agency, person or third party as, a result of Pasco County's acquisition, ownership, operation, maintenance, possession or use of the Buses.
13. Representations: Pasco County acknowledges Palm Beach County's intent to sell and convey the Buses to Pasco County in accordance with the requirements of Section 125.38, F.S., FTA Circular 5010.1D and this Agreement. Pasco County affirms its representation to Palm Beach County that it is an entity eligible to receive personal property from Palm Beach County under Section 125.38, F.S. and that its use shall conform to the requirements of said statute and this Agreement. To the extent permitted by law, Pasco County shall save, defend, indemnify and hold harmless Palm Beach County and Palm Tran, Inc. for any and all liability or responsibility the Palm Beach County or Palm Tran, Inc., had has or may have as a result of any determination that Pasco County is not an entity eligible to receive personal property from Palm Beach County under Section 125.38, F.S.
14. Notices: Any notice given pursuant to the terms of the Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to Palm Beach County:

Clinton B. Forbes, Executive Director, Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407
(561) 841- 4200

As to Pasco County:

County Administrator
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654
(727) 837-2411

15. Waiver: No waiver of any provisions of the Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
16. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
17. Joint Preparation: The preparation of the Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
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 the Agreement.
19. Entirety of Contract and Modifications: Palm Beach County and Pasco County 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 the Agreement which is of a continuing nature shall survive its expiration or earlier termination.
21. Cooperation: Should Palm Beach County be required by FTA or any other agency of the state or federal government to provide information, certifications, documents or reports related, in any manner, to this Agreement, Pasco County will cooperate and prepare or assist Palm Beach County with the preparation of such certifications, documents or reports.
22. Inspector General: Pasco County acknowledges that Palm Beach County has established the Office of the Inspector General in Palm Beach County pursuant to the authority set forth in Sections 2-421 through 2-440 of the Palm Beach County Code, as it may be amended from time to time. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Palm Beach County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Pasco County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Pasco County shall cooperate with the Inspector General. Such cooperation shall include, but not be limited to, the provision of access to records regarding the sell, operation and use of the Buses to the Palm Beach County. Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of Sections 2-421

through 2-440 of the Palm Beach County Code and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the Palm Beach County, and Palm Beach County and Pasco County have hereunto each set its hand the day and year above written. This Agreement shall take effect upon execution.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
MARY LOU BERGER, MAYOR

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

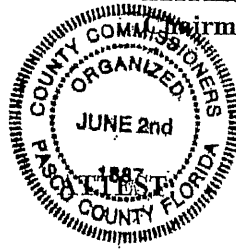
By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Clinton B. Forbes
Executive Director, Palm Tran

PASCO COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: Kathryn Starkey
KATHRYN STARKEY
Chairman



APPROVED
IN SESSION

MAR 29 2016

PASCO COUNTY
BOC

By: Paula S. O'Neil
PAULA S. O'NEIL, PH.D.
Clerk & Comptroller

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



OEMB/FINANCIAL MANAGEMENT DIVISION
FIXED ASSETS MANAGEMENT OFFICE
Form #2

| | | |
|---|-------------------------------|---------------------------|
| DEPARTMENT/DIVISION NAME PALM TRAN, MAINTENANCE | CUSTODIAN CODE 7320 | DATE 06/07/2016 |
|---|-------------------------------|---------------------------|

| ASSET NUMBER | DESCRIPTION | REASON CODE | CONDITION CODE | FAMO UPDATE REFERENCE | Z# ASSIGNED | ASSIGNED TO | | |
|--------------|--|-------------|----------------|-----------------------|-------------|-------------|-------|-------|
| | | | | | | INV | STORE | SCRAP |
| 10167884 | 15GGD211461076919- 2006 Gillig Low Floor Bus | 3 | 5 | | PB0602 | | | |
| 10167887 | 15GGD211461076922- 2006 Gillig Low Floor Bus | 3 | 5 | | PB0604 | | | |
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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 (Provide details on Reason Code #4, Transfers, Trade-ins, Bond or Grant Funded Asset Information (attach documentation as necessary) Scrapping and Thefts required here)

| | |
|--|---|
| REQUESTED BY - ORIGINATING DEPARTMENT ORIGINATOR <u>PETER SKEETE</u> DATE _____ INVENTORY OFFICER DATE <u>6/7/16</u> CUSTODIAN DATE <u>6-7-16</u> | APPROVAL - FIXED ASSETS MANAGEMENT OFFICE INVENTORY OFFICER _____ DATE _____ WAREHOUSE _____ DATE _____ |
|--|---|