PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	March 14, 2017	[X]	Consent Ordinance	[]	Regular
Department:	Palm Tran		Orumance	[]	Public Hearing
	I. EXEC	UTIVE E	BRIEF		
Motion and Title:	Staff recommends m	otion to:			
system or any othe (2) buses to Lakela sale, conveyance a	ution of the Board of out t certain County-owned or County purpose; Auth and Area Mass Transit and transfer of buses; Est	buses a orizing the District; tablishing	are not neede ne sale, conve Approving an an effective d	d for yance Agree ate; ar	the County's transiter and transfer of two ement regarding the and,
B) Approve an Agr Lakeland Area Mas	reement regarding the s s Transit District.	ale, conv	eyance and tr	ansfer	of two (2) buses to
Transit District has Further, they have conveyance of perequirements of Secommunity interest request written appwere purchased usi	ran needs to dispose of to may be sold or transferrong approached Palm Transfermed that they are resonal property from a ction 125.38, F.S., and to and welfare. Palm Transfer the burng 100% Federal Funds.	red with the and exected and e	he FTA's appr pressed a des tity qualified a each County desire to use t it the Board's l the agreed sui wide (DR) used by Palm	oval. Laire to and eld in action in	akeland Area Mass acquire the buses. ligible to receive a cordance with the ses for the public or ution to the FTA and \$2.00. These buses have a useful life of
500,000 miles or 12	l years of service. On av these buses in service a	/erage, th	nese buses rea	ach 50	0.000 miles in 9 1/2
Attachments:					
2. Agreement with L	Board of County Commi akeland Area Mass Trar fer Assets to Fixed Asse	nsit Distri	ct (2 copies)	Palm	Beach County
Recommended by: Approved By:	Department Dive	ector	2	7.1	Date 7

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Grant Expenditures					
Operating Costs					
External Revenues	(\$2.)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* (\$2)				Annual Conference of the Confe
# ADDITIONAL FTE POSITIONS (Cumulative)	0				
ls Item Included In C	urrent Budge	t? Yes	_ No	_	
Budget Account No.:	Fund <u>13</u> Object _	340 Departmo 6440 Repor	ent <u>540</u> Unit ting Category	<u>5101</u>	
B. Recommended	d Sources of	Λ /	1		
C. Departmental I	Fiscal Review	r: ///// Fir	lance Manage	2/13/17	l C
	III.	REVIEW COI	<u>MMENTS</u>		
A. OFMB Fiscal a	nd/or Contra	ct Dev. and C	ontrol Comme	nts:	
Physol OI	FMB Ex 2/14	Co	ntract Dev/an	Mobal J	121117
B. Legal Sufficien	cy:		4 /		
Assistant Cou	 nty Attorney	<u> 17</u>			
C. Other Departm	ent Review:				
,					
Departm	ent Director				

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

RESOLUTION NO. R-2017-

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 LAKELAND AREA MASS TRANSIT DISTRICT; **APPROVING** AN **AGREEMENT** REGARDING THE 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, Lakeland Area Mass Transit District, (the "District") has applied to the County's Board of County Commissioners (Board) for the Buses and requested that they be conveyed to the 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 Buses are required for such purposes; and

WHEREAS, the District has represented and affirmed that it is a "Designated Recipient" and current grant recipient of the Federal Transit Administration (FTA), that it is an entity that is qualified and eligible to receive a conveyance of personal property from the County in accordance with the requirements of Section 125.38, F.S., and that it desires to use the Buses for the public or community interest and welfare; and

WHEREAS, in accordance with FTA's minimum useful life policy for rolling stock, the useful service life of the Buses has been met, although FTA retains a financial interest in equipment that has a unit value exceeding \$5,000;

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

WHEREAS, once FTA approval of the transfer is obtained, Palm Tran and the District, which is also known as the Citrus Connection, 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 Chapter1V, Subsection 4.n. of FTA Circular 5010.1E dated February 29, 2016; 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 Lakeland Area Mass Transit District (Agreement), and that the Buses should be sold and conveyed to the District 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 the District for the sale, conveyance and transfer of the Buses described below.
- 3. Following execution of the Agreement and compliance with all conditions applicable to the transfer, title to the Buses is to be transferred and conveyed to the District in accordance with the provisions of the Agreement. Palm Beach County's County Administrator or her designee is authorized to take all steps needed to effectuate the sale, conveyance and transfer of the Buses.

15GGE291531090776	nbers of the vehicles to be conveyed are as follows: Fixed Asset #10152016 Fixed Asset #10152061
5. This resolution shall take effect	t upon its adoption.
This Resolution shall take effect in	nmediately upon its adoption.
The foregoing Resolution v	vas offered by Commissioner,
who moved its adoption. The mo	tion was seconded by Commissioner
and upon being put to a vote, the	vote was as follows:
Commissioner Paul	ette Burdick, Mayor
Commissioner Melis	sa McKinlay, Vice Mayor
Commissioner Hal F	₹. Valeche
Commissioner Dave	Kerner
Commissioner Steve	en L. Abrams
Commissioner Mary	Lou Berger
Commissioner Mack	Bernard
The Mayor thereupon declar	ared the resolution duly passed and adopted this
day of	, 2017.
APPROVED AS TO FORM AND COMMISSIONERS LEGAL SUFFICIENCY	PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF
Comptroller	Sharon R. Bock, Clerk and
By:County Attorney	Ву:
County Attorney	Deputy Clerk

AGREEMENT REGARDING THE SALE, CONVEYANCE AND TRANSFER OF TWO BUSES TO LAKELAND AREA MASS TRANSIT DISTRICT

THIS AGREEMENT REGARDING THE SALE, CONVEYANCE AND TRANSFER OF A BUSES is made as of this _____ day of ______, 201__, 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 Lakeland Area Mass Transit District, an independent special taxing district (hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, Palm Beach County's Department of Surface Transportation (also known as Palm Tran) has determined that there are two (2) 2003 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, Lakeland Area Mass Transit District (also known as Citrus Connection) has advised Palm Tran, that Citrus Connection is in need of replacement Buses and desires to acquire the Buses from Palm Beach County; and

WHEREAS, Lakeland Area Mass Transit District has represented that it will incorporate the Buses into Polk 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, Lakeland Area Mass Transit District 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, Lakeland Area Mass Transit District 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 Lakeland Area Mass Transit District, and that the Buses should be conveyed to Lakeland Area Mass Transit District 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 Lakeland Area Mass Transit District 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 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 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 Lakeland Area Mass Transit District and Lakeland Area Mass Transit District'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 Lakeland Area Mass Transit District consist of two (2) Gillig 29ft. with the following Vehicle Identification Numbers:

15GGE291531090776 Fixed Asset #10152016 15GGE291931090778 Fixed Asset #10152061

- 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. Lakeland Area Mass Transit District's representative following the execution of the Agreement will be Tom Phillips, Executive Director, whose telephone number is 855-765-5287, or such other representative designated by Lakeland Area Mass Transit District.
- Transfer of Title: Palm Beach County agrees to transfer title, relinquish possession and deliver 4. the Buses to the Lakeland Area Mass Transit District, 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 Lakeland Area Mass Transit District, and Palm Beach County has received from Lakeland Area Mass Transit District the sum of One Dollar (\$1.00) for each Bus. Lakeland Area Mass Transit District 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. Lakeland Area Mass Transit District 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 Lakeland Area Mass Transit District following Palm Beach County's receipt of Lakeland Area Mass Transit District's payment, FTA's approval of this transfer, and Lakeland Area Mass Transit District's release of Palm Beach County from any and all future liability or responsibility for the Buses. Lakeland Area Mass Transit District 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 Lakeland Area Mass Transit District "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. Lakeland Area Mass Transit District'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. Lakeland Area Mass Transit District 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. Lakeland Area Mass Transit District 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 Lakeland Area Mass Transit District 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 WARRANITES 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, PROFITS, LOST **SAVINGS** OR **OTHER** CONSEQUENTIAL, EXEMPLARY OR INCIDENTIAL DAMAGES ARISING OUT OF THE AGREEMENT AND/OR LAKELAND AREA MASS TRANSIT DISTRICT'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: Lakeland Area Mass Transit District 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.

Lakeland Area Mass Transit District 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 Lakeland Area Mass Transit District 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.

- Responsibility: Lakeland Area Mass Transit District shall be solely responsible for all costs associated with or related to the conveyance, delivery, transfer of title and its use of the Buses. Lakeland Area Mass Transit District agrees that Palm Beach County has no responsibility or duty, of any kind or nature, to any person or entity, relating to the Buses. Lakeland Area Mass Transit District 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 Lakeland Area Mass Transit District or any other person or entity, related to or arising out of Palm Beach County's conveyance of the Buses to Lakeland Area Mass Transit District or Lakeland Area Mass Transit District'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. Lakeland Area Mass Transit District 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 Lakeland Area Mass Transit District. Lakeland Area Mass Transit District acknowledges and agrees that neither Palm Beach County nor Palm Tran, Inc. has any control over the actions, activities or decisions of Lakeland Area Mass Transit District or any agency, entity or third party with which it may have a relationship. Nothing contained herein shall create an agency relationship between Lakeland Area Mass Transit District and Palm Beach County or Lakeland Area Mass Transit District and Palm Tran, Inc.
- 9. Lakeland Area Mass Transit District 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, Lakeland Area Mass Transit District 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, atterney'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 Lakeland Area Mass Transit District's acquisition, inspection, acceptance, possession, use, operation or maintenance of the Buses, any intentional or negligent act or omission of Palm Beach County or Palm Tran, Inc. that relates, in any manner to Lakeland Area Mass Transit District's acquisition, inspection, acceptance, ownership, operation, maintenance, possession or use of the Buses.

Lakeland Area Mass Transit District expressly agrees that neither Palm Beach County nor Palm Tran, Inc. has a duty to Lakeland Area Mass Transit District, the public, any member of the public, any passenger being transported on Buses, or any other third party to notify Lakeland Area Mass Transit District 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, Lakeland Area Mass Transit District'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 Lakeland Area Mass Transit District 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 statue 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 Lakeland Area Mass Transit District, 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 Lakeland Area Mass Transit District'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. Lakeland Area Mass Transit District expressly acknowledges and agrees that neither Palm Beach County nor Palm Tran, Inc. has a duty, of any kind or nature, to Lakeland Area Mass Transit District or any agency, person or third party as, a result of Lakeland Area Mass Transit District's acquisition, ownership, operation, maintenance, possession or use of the Buses.
- 13. Representations: Lakeland Area Mass Transit District acknowledges Palm Beach County's intent to sell and convey the Buses to Lakeland Area Mass Transit District in accordance with the requirements of Section 125.38, F.S., FTA Circular 5010.1D and this Agreement. Lakeland Area Mass Transit District 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, Lakeland Area Mass Transit District 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 Lakeland Area Mass Transit District 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 n 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 Lakeland Area Mass Transit District:

Tom Phillips, Executive Director 1212 George Jenkins Boulevard Lakeland, FL 33815 (855) 765-5287

- 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 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 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, Lakeland Area Mass Transit District will cooperate and prepare or assist Palm Beach County with the preparation of such certifications, documents or reports.

22. Inspector General: Lakeland Area Mass Transit District 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 Lakeland Area Mass Transit District, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Lakeland Area Mass Transit District 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 Lakeland Area Mass Transit District have hereunto each set its hand the day and year above written. This Agreement shall take effect upon execution.

ATTEST:	
SHARON R. BOCK	PALM BEACH COUNTY, FLORIDA, by its
CLERK AND COMPTROLLER	BOARD OF COUNTY COMMISSIONERS:
By:	By:
Deputy Clerk	Mary Lou Berger, Mayor
WITNESSES:	LAKELAND AREA MASS TRANSIT DISTRIC
Signature	
	Charles Vall
Norma (turns are unitat)	By July
Name (type or print)	John Hall, Board Chairman
Signature	
Name (type or print)	,
	(corp. seal)
	(corp. scar)
APPROXIMATION AND TO THE	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
AND LEGAL SUFFICIENCY	AND CONDITIONS
By:	By: For
Palm Beach County Attorney	Clinton B. Forbes
	Executive Director, Palm Tran

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Lakeland Area Mass Transit District Attorney

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

PHOTOCOPY - Originating Department

DISTRIBUTION: ORIGINAL WITH SIGNATURES - FAMO



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

Rev 2/1/2013

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DEPARTMENT/			CUSTODIAN CODE			DATE			
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ASSET			REASON	CONDITION	FAMO UPDATE			ASSIGNED	то
NUMBER	DESCRIPTION		CODE	CODE	REFERENCE	Z#ASSIGNED	INV	STORE	SCRAP
10152016	29ft. Gillig Bus - 2003 15GGE291531090776	PB302	3	3					
10152061	29ft. Gillig Bus - 2003	DD204	2	2					
	15GGE291931090778	PB304	3	3					
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REASON CODES	5								<u> </u>
- EXCESS	2 – OBSOLETE 3 – OTHER SURPLU	S (specify) Met L	Iseful Life		4 – STAT	UTORY/PUBLIC PURPOSE/BCC ACTI	ON (Describe in C	omments section	n below)
CONDITION COD	DES 2 – GOOD 3 – FAIR	4 – POOR	5 – BROKEN/S	ERVICEABLE	6 – BROKEN/BEYOND R	EPAIR 7 – OTH	ER		(Specif
OMMENTS (Prov TA Grant Fund	vide details on Reason Code #4, Transfers, ded Asset - Conveyed to Lakela	Trade-ins, Bond or G nd Area Mass T	rant Funded Asset In 'ransit District -	formation (attach do Resolution &	cumentation as necessary) Scrapp Agreement to BCC 3/14/	ping and Thefts required here) 2017			
REQUESTED BY	TORIGINATING DEPARTMENT			l l	PROVAL – FIXED ASSETS I	MANAGEMENT OFFICE			
RIGINATOR	ORY OFFICER DELL DICEOU DATE 2-10-17)-/7 IN	INVENTORY OFFICER DATE				
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USTODIAN	SAGAMIR	ח	ATE 2-10-	17 1	AREHOUSE		ΠΔΤ	Έ	

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