

**RESOLUTION NO. 2003-M-53**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE-PURCHASE AGREEMENT WITH SUNTRUST LEASING CORPORATION; APPROVING THE LEASE PURCHASE FINANCING OF CERTAIN EQUIPMENT SET FORTH HEREIN IN A PRINCIPAL AMOUNT NOT TO EXCEED \$8,500,000 AND THE EXECUTION AND DELIVERY OF ASSOCIATED EQUIPMENT SCHEDULES AND CERTAIN OTHER DOCUMENTS WITH RESPECT THERETO; AND AUTHORIZING THE TERMINATION OF THE ORIGINAL AGREEMENT UPON CERTAIN CONDITIONS.**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINED TERMS.** This resolution is adopted pursuant to the provisions of Chapter 125, Florida Statutes, the County Charter, and other applicable provisions of law. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Lease (defined below).

**SECTION 2. FINDINGS.** It is hereby found and determined that:

(A) On July 15, 2002, the County issued its Request for Proposals Y2-1107-LC (the "RFP") relating to the financing of vehicles and equipment acquired under a master lease-purchase agreement. The finalists selected under the RFP were, in order, PB Municipal Funding, Inc. ("Pitney Bowes"); SunTrust Leasing Corporation ("SunTrust"); and GE Capital.

(B) On November 5, 2002, the Board of County Commissioners (the "Board") of Orange County, Florida (the "County"), approved the execution of a Master Lease-Purchase Agreement (the "Original Agreement") between the County and Pitney Bowes. Such Original Agreement was entered into with Pitney Bowes and dated as of December 1, 2002 and the County currently has approximately \$8,500,00 in equipment schedules pending with Pitney Bowes. However, Pitney Bowes recently changed the scope and emphasis of its business and has requested to be released from its Master Lease-Purchase Agreement with the County.

(C) SunTrust, the second ranked firm under the RFP, is willing to accept the terms of the Original Agreement and to immediately finance the lease schedules currently in process with Pitney Bowes. It is in the best interests of the County to enter into a lease-purchase financing arrangement with SunTrust under terms substantially similar to the Original Agreement. Accordingly, staff has recommended that the County (i) terminate the Original Agreement with Pitney Bowes, (ii) enter into a new Master Lease-Purchase Agreement (the "Master Lease") with

SunTrust and (iii) authorize the financing of the current lease schedules with SunTrust pursuant to the Master Lease.

(D) In accordance with the Master Lease, SunTrust has agreed to provide the County with lease-purchase financing of the Equipment listed on Exhibit A attached hereto in the aggregate principal amount not to exceed \$8,500,000. Such Equipment was previously authorized by the Board on June 24, 2003 to be lease purchased pursuant to the Original Agreement with Pitney Bowes.

(E) The terms of the Master Lease provide for SunTrust to reimburse the County for the Equipment, for the County to pay SunTrust semiannual Lease Payments which include a principal component and an interest component, and for the County to annually budget and appropriate sufficient monies to pay such Lease Payments and other amounts due by the County under the Lease Schedules for each fiscal year during the Lease Term.

(F) The obligations of the County, including its obligation to pay the Lease Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of the County for such Fiscal Year, shall be made from legally available revenues of the County budgeted and appropriated by the Board for such purposes, shall be a separately stated budget item and shall not constitute an indebtedness of the County within the meaning of any constitutional, statutory or charter provision or limitation. Nothing herein shall constitute a pledge by the County of any taxes or other money (other than money lawfully appropriated from time to time by the County for the benefit of the Department for the related Lease) to the payment of any Lease Payment or other amount coming due hereunder. The Lease Payments due hereunder are to be made only after an appropriation of funds therefor from legally available money and neither the County, the State nor any political subdivision or agency thereof shall be obligated to make any such appropriation and neither the full faith and credit of the County, the State nor any political subdivision or agency thereof is pledged for the payment of Lease Payments hereunder and under each Lease.

(G) Orange County Fire Rescue acquires vehicles and equipment through their MSTU budget and the purchase of emergency dispatch consoles was approved by the Board on May 20, 2003 from funds derived from the interlocal agreements related to the traffic violation surcharge intergovernmental radio fund referenced therein as item B-1 of the discussion agenda and the budget amendments contained therein.

**SECTION 3. AUTHORIZATION OF MASTER LEASE; TERMINATION OF ORIGINAL AGREEMENT.** The County Chairman or the Manager of the Purchasing and Contracts Division are hereby authorized to execute a Master Lease with SunTrust, such Master Lease to include an identical interest rate schedule and otherwise substantially in the form of the Original Agreement. Upon the delivery of an executed Master Lease with SunTrust and acceptance of the Equipment Schedules set forth in Exhibit A attached hereto, the County Administrator or his designee is hereby authorized to take any necessary steps to terminate the Original Agreement with Pitney Bowes.

**SECTION 4. APPROVAL OF LEASE-PURCHASE FINANCING.** The County hereby authorizes and approves the lease-purchase financing of the Equipment with SunTrust. Such lease-purchase financing shall be in an aggregate principal amount not to exceed \$8,500,000.

**SECTION 5. APPROVAL OF EQUIPMENT; AUTHORIZATION TO EXECUTE DOCUMENTS.** The County hereby approves and authorizes the County Administrator to execute and deliver the Equipment Schedules associated with the Equipment attached hereto as Exhibit A and such other documents, certificates, schedules or addenda related to the lease-purchase of the Equipment with such changes, insertions, and additions as the County Administrator may approve, the execution thereof being evidence of such approval; provided, however, that the interest rate on any Equipment Schedule shall not exceed 4.50% per annum.

**SECTION 6. SEVERABILITY AND INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

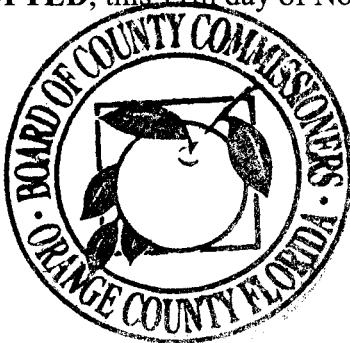
**SECTION 7. RESOLUTION TO CONSTITUTE A CONTRACT.** This Resolution shall be deemed to constitute a contract between the County and SunTrust.

**SECTION 8. REPEALING CLAUSE.** All resolutions or parts thereof of the County in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

ADOPTED, this 11th day of November, 2003.

(SEAL)



**BOARD OF COUNTY COMMISSIONERS OF  
ORANGE COUNTY, FLORIDA**

By: *[Signature]*  
Orange County Chairman

ATTEST: Martha O. Haynie, County Comptroller  
as Clerk of the Board of County Commissioners

By: *[Signature]*  
Deputy Clerk

**EXHIBIT A**  
**SCHEDULE OF EQUIPMENT**

**ORANGE COUNTY, FLORIDA**

**Master Lease Program with PB Funding, Inc.**

**FIVE YEAR LEASE REQUEST**

Source	SCH	Item Description	Item Price	Quantity	Lease Cost	Avg Life	Lease Duration	Vendor
911 funds - Traffic		Motorola Golden Elite 911 Dispatch						
Ticket Surchg	A	Consoles	\$42,135	89	\$3,750,015	10 yrs	5 yrs	Motorola
Fire MSTU	B	Typhoon Chasis Emrgncy-1 Pumpers	\$300,000	3	\$900,000	10 yrs	5 yrs	Halmark Fire App
Fire MSTU	B	Cyclone II Chasis Emrgncy-1 95' Aerial	\$749,000	1	\$749,000	10 yrs	5 yrs	Halmark Fire App
Fire MSTU	B	Cyclone II Chasis Emrgncy-1 Hvy Rescue Intnl 4300LP Chasis Wheeled Coach	\$468,000	1	\$468,000	10 yrs	5 yrs	Halmark Fire App
Fire MSTU	B	Ambulance	\$131,000	2	\$262,000	10 yrs	5 yrs	Wheeled Coach
					<b>\$2,379,000</b>			

**THREE YEAR LEASE REQUEST**

Source		Item Description	Item Price	Quantity	Lease Cost	Avg Life	Lease Duration	Vendor
Fire MSTU	D	Scott Airpak - SCBA (NFPA approved)	\$4,500	431	\$1,939,500	10 yrs	3 yrs	Scot AirPak

**Total            \$8,068,515**