

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 15, 2007

Consent Regular
 Ordinance Public Hearing

Department: Palm Tran
Submitted By: Palm Tran
Submitted for: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to: **A) adopt** Resolution authorizing the conveyance of three (2) 30' 1997 Gillig Phantom buses to the Palm Beach County Sheriff's Office and various not-for-profit organizations; **B) approve** Budget Transfer of \$9,800 from the District 7 Gas Tax Fund to Palm Tran's Operating fund (1340); **C) approve** Budget Transfer of \$4,900 from District 3 Gas Tax Fund to Palm Tran's Operating fund (1340); **D) approve** Budget Amendment of \$14,700 in Fund 1340 (Palm Tran's Operating fund); **E) approve** Agreement with Nelson Outreach Ministries, Inc.; **F) approve** Agreement with The Urban League of Palm Beach County, Inc.; and **G) approve** Request to Transfer Assets to Fixed Assets Management Office, Palm Beach County.

Summary: Palm Tran needs to dispose of three (3) 30' Gillig Phantom buses. All of these buses have reached their useful life and in accordance with the Federal Transit Administration (FTA) guidelines may be disposed of. The County Commissioners from Districts 3 and 7 have agreed that Gas Tax funds should be transferred to Palm Tran's Operations Fund to compensate Palm Tran for the loss of revenue. Commissioner Greene will sponsor one (1) bus to Nelson Outreach Ministries, Inc.; and one (1) bus to Palm Beach Sheriff's Office; and Commissioner Newell will sponsor one (1) bus to The Urban League of Palm Beach County, Inc. The recipients are not-for-profit organizations and the Sheriff of Palm Beach County. Countywide (DR)

Background and Policy Issues: Transit buses purchased through the use of FTA funds must be used for the purpose intended for the vehicle's useful life. The useful life of a transit bus is either twelve (12) years or 500,000 miles. The buses mentioned above have all reached their useful life of 500,000 miles and may now be disposed of. There is no residual FTA interest in the buses. Each of the entities receiving a bus will execute an agreement with Palm Beach County regarding their use of the bus. The agreement requires that the bus be used for a transportation related public purpose and recreational activities for no less than one (1) year. Any other use must receive the County's pre-approval. The entities may not sell or otherwise transfer ownership of the bus without the County's approval. The requirements established in the agreements expire after one (1) year.

- Attachments:**
1. Resolution
 2. Agreement with Nelson Outreach Ministries, Inc.
 3. Agreement with The Urban League of Palm Beach County, Inc.
 4. Budget Transfers
 5. Budget Amendment
 6. Request to Transfer Assets to Fixed Assets Management Office Palm Beach County

Recommended By: Lorraine Byrns 5/15/07
Department/Director Date

Approved By: Walter J. Newell 5/14/07
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	200-	200-	200-	200-
Capital Expenditures					
Operating Costs	14,700				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	14,700				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes No
 Budget Account No.: _____ Fund _____ Dep't. _____ Unit _____ Object _____
 Program N/A

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

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

III. REVIEW COMMENTS

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

John Dink 5-10-07
 5/9/07 OFMB
 DMW 5-10-07
 (Signature)

Jim J. [Signature] 5/10/07
 Contract Dev. and Control
 5/10/07

B. Legal Sufficiency:

[Signature] 5/10/07
 Assistant County Attorney

Agreement with Florence Fuller Child Development, Inc. was not included in agenda package at time of legal review.

C. Other Department Review: Fixed Assets

 Department Director

RESOLUTION NO. R-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, FINDING THAT CERTAIN BUSES PREVIOUSLY USED BY THE TRANSIT SYSTEM SHOULD BE CONVEYED TO NOT-FOR-PROFIT ORGANIZATIONS AND THE SHERIFF OF PALM BEACH COUNTY; APPROVING AGREEMENTS REGARDING THE USE OF THE BUSES AND AUTHORIZING THEIR CONVEYANCE; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the County has three (3) transit buses that have reached the end of their durable useful life and Palm Tran has determined that the Federal Transit Administration has no continuing interest in said buses; and

WHEREAS, the Board of County Commissioners (Board) has determined that said buses are not needed for any County purpose; and

WHEREAS, the not-for-profit organizations identified below, all of which have been organized for the purposes of promoting the public or community interest and welfare, and the Sheriff of Palm Beach County, desire to use the buses for the public or community interest and welfare; and

WHEREAS, the not-for profit organizations and the Sheriff have applied to the Board to use the buses for the purposes 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 Board has determined that the buses will be used for the public or community interest and welfare as described herein and in an agreement with each not-for-profit entity receiving a bus, and that the buses should be donated and conveyed for the nominal sum of One Cent 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 Chairperson, on behalf of the Board, to enter into an agreement with the Nelson Outreach Ministries, Inc., and the Urban League of Palm Beach County, Inc. for the conveyance and transfer of certain County-owned transit style 1997 Gillig Phantom buses.

3. The 1997 Gillig Phantom buses are to be conveyed and distributed as follows:

- 1 bus to the Sheriff of Palm Beach County
- 1 bus to the Nelson Outreach Ministries, Inc.
- 1 bus to the Urban League of Palm Beach County, Inc.,

and the County Administrator, or his designee, is authorized to take the steps needed to effectuate the conveyance and transfer of the buses.

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

- 15GCA2019V1087665
- 15GCA2019V1087666
- 15GCA2019V1087671

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 Addie L. Greene	_____
Commissioner John Koons	_____
Commissioner Karen T. Marcus	_____
Commissioner Warren H. Newell	_____
Commissioner Mary McCarty	_____
Commissioner Burt Aaronson	_____
Commissioner Jess R. Santamaria	_____

The Chairperson thereupon declared this resolution duly passed and adopted this __ day of May, 2007.

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 DONATION OF BUS(ES)
TO Nelson's Outreach Ministries, Inc.**

THIS AGREEMENT REGARDING THE DONATION OF BUS(ES) is made and entered into this ____ day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), and Nelson's Outreach Ministries, Inc. a not-for-profit corporation authorized to do business in the State of Florida, whose FEIN is 65-0787394, (hereinafter referred to as the "Donee").

WITNESETH:

WHEREAS, Donee is a not-for-profit youth outreach organization, organized for the purpose of promoting the community interest and welfare, by providing wholesome recreational and cultural arts activities for youth, by providing educational support for academic programs and college tours for high school students, and by exposing youth to the cultural arts; and

WHEREAS, County's Department of Surface Transportation (also known as "Palm Tran") has determined that a 1997 30' Gillig PHANTOM, 26 passenger Transit Motor Coach, whose VIN is 15GCA20121087666 (hereinafter referred to as Bus), has no remaining durable useful life, is an uneconomical asset, and there is no longer a public transit need for the Bus; and

WHEREAS, the Donee needs the Bus to accomplish the purposes described above and has requested that the County convey the Bus to it so that it may use the Bus to accomplish the purposes described above; and

WHEREAS, the County has further determined that the Bus is not needed for any County purpose and that the Bus should be donated and conveyed to the Donee; and

WHEREAS, the County's Board of County Commissioners finds that the use that the Donee will make of the Bus constitutes and will serve a valid public purpose.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby 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 donation of the Bus to the Donee and the Donee's use of the Bus to promote the community's interest and welfare by utilizing the Bus in its youth academic, cultural, and recreational programs as contemplated in this Agreement.

3. Donation and Use: The County hereby agrees to donate and convey title to the Bus to the Donee for the purposes described in this Agreement. The County shall retain an interest, as further described below, in the Bus for a period of one (1) year from the date of execution of this Agreement. Thereafter, the conditions set forth in this Section 3, upon the donation and use of the Bus, shall expire and title shall be fully vested in the Donee. During said one (1) year period, the Donee shall use the Bus to provide transportation for the Donee's youth academic, cultural, and recreation activities. Such activities and Donee's use of the Bus shall be made available to the general public without restriction or limitation. If, during said one year period, the Donee desires to use the bus for another "public purpose," that use must be pre-approved by the County's Representative. If the Donee violates a use condition, then upon the request of the County, the Donee shall pay to the County the sum of Four Thousand Nine Hundred Dollars (\$4,900.00). This sum shall be remitted to the County within thirty (30) days of County's request. If, during said

one year period, the Donee wants to dispose of the Bus or convey it to another, the Donee must first obtain the County's Representative's approval to dispose of the Bus or transfer its title. Donee shall comply with any conditions imposed by County's Representative on the disposal or conveyance of the Bus, including but not limited to payment to County of the sum of \$4,900.00 or such lesser sum approved by County's Representative, taking into account the condition of the Bus, any diminishment of value that occurred while the Bus was in the possession of the Donee, the time remaining in the one year period, and any other applicable factor identified in Section 16. In the event the Donee sells the bus after the expiration of the one year period, then the Donee may retain all proceeds derived from the sale.

4. Representative: County's representative during the one year period following the execution of this Agreement will be Palm Tran's Executive Director whose telephone number is 561-841-4200, or his designee. The Donee's representative during the one year period following the execution of this Agreement will be its President/CEO, whose telephone number is (561) 506-0805 or designee.

5. Transfer of Title: County will transfer title, relinquish possession and deliver the Bus to the Donee 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 County's Representative. The Donee shall be solely responsible for and shall bear all costs arising out of and related to the transfer of title and delivery of the Bus to Donee.

6. Acceptance of Buses "As Is" and Disclaimer of Warranty: It is understood between the parties that the County is donating the Bus to the Donee "as is" and that no

representations are made as to the maintenance, safety, operability or condition of the Bus 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 design, condition, safety or operability of the Bus, its quality or capacity, its conformity to or compliance with any requirement of law (whether state, federal or local), any rule, specification or contract pertaining thereto. No warranties are made regarding patent infringement, any latent defect or the Bus's fitness for any or a particular purpose. The Donee's execution of this Agreement shall act as its acknowledgment and agreement that it has inspected and accepted the Bus in its "as is" condition, that no representations or warranties have been made, and that it has not relied upon any statement or representation made by County or Palm Tran, Inc. or their respective officers, employees, servants or agents regarding the Bus or any equipment that may or not may be located thereon.

County is not the manufacturer of the Bus or any equipment associated therewith. County is not the agent of the manufacturer, and no warranty against patent or latent defects in material, workmanship, or capacity is given. The County does not warrant the Bus or any equipment associated therewith as being fit for 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 County, Palm Tran, Inc. or any of their respective officers or employees whether given before or after delivery of the Bus shall create a warranty, including any warranty as to maintenance, safety, operability or reliability, and the Donee expressly acknowledges that it is not entitled to rely on any such statement, representation, information or advice, is such was made or given.

NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE GIVEN. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. 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 THIS AGREEMENT, OR DONEE'S USE OR OPERATION OF THE BUS. COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM FOR DAMAGES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR PROPERTY DAMAGE, BASED UPON A CLAIM IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY OR BREACH OF WARRANTY.

7. Discrimination Prohibited: The Donee agrees, warrants and represents that it will not discriminate in any activity related to this Agreement and that its actions, as they relate to the use of the Bus, will be undertaken without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

8. Responsibility: The Donee shall be responsible for all costs of operation and maintenance of the Bus.

9. Default: In the event the Donee is in default of its obligations under this Agreement, prior to terminating the Agreement, the County will provide the Donee with ten (10) days written notice to cure the default. In the event the Donee fails to cure the default within the ten (10) day cure period or such additional period as County may allow, the County shall deem the Donee to be in default of this Agreement and the Donee shall reimburse the County as described in Section 3 above.

10. Compliance with Law: The Donee agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, County does not waive the requirements of any Palm Beach County or local ordinance or any requirements pertaining to any permit or

license normally required for the use of the Bus or to conduct the business or activities of the Donee. The Donee's failure to comply with any provision of this Agreement may be deemed an event of default by County.

11. Status: The Donee is merely a recipient of a donation from the County, and the Donee is not an agent, servant or employee of County or Palm Tran, Inc. Donee acknowledges and agrees that the County's sole activity hereunder is the donation of the Bus and that County has no control over the actions and activities of the Donee.

12. Hold Harmless and Indemnification: In the event a claim or lawsuit is brought against County or Palm Tran, Inc., or their respective officers, servants, agents or employees, the Donee shall indemnify, save, hold harmless and defend the County and Palm Tran, Inc., their respective officers, servants, agents, and/or employees from and against any and all suits, claims, liabilities, losses, interest, attorney fees, costs and expense, including those associated with all appeals, judgments, and/or causes of action, of any type or nature whatsoever, arising out of or related, in any manner whatsoever to the Donee's acquisition, inspection, acceptance, possession, use, operation or maintenance of the Bus, any intentional or negligent act or omission of the Donee, or any intentional or negligent act or omission of the County or Palm Tran, Inc. Donee expressly agrees that neither the County or Palm Tran, Inc. has a duty to the Donee, the public, any member of the public, any participant in any program of the Donee's, or any other third party to notify or correct any defect or condition which may exist or affect, in any way whatsoever, the Donee's use, maintenance or operation of the Bus. The foregoing indemnification shall survive the expiration or termination of this Agreement and shall remain in effect at all times during which the Donee owns, possesses, uses or has an interest in the Bus.

13. Venue: This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida.

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

15. No Third Party Beneficiaries Created: This Agreement is made solely and specifically among and for the benefit of the parties hereto and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

16. Encumbrances Prohibited: For a period of one (1) year from the date of execution of this Agreement, the Donee shall not assign, convey, transfer or otherwise encumber, in whole or in part, its interest in this Agreement or the Bus donated hereunder unless it has first obtained the County's Representative consent thereto in writing. The County's Representative's consent shall be governed by Section 3 of this Agreement. However, an assignment, transfer of title, conveyance or encumbrance may be permitted if the Representative determines that the Bus will continued to be used for the same purposes or purposes which are substantially similar to those identified in the Recitals to this Agreement for the remainder of the one year period established in Section 3 and receives satisfactory assurance of such, or the condition of the Bus has deteriorated or the Bus damaged such that it may not reasonably be used as contemplated in this Agreement.

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

As to the County:

Executive Director, Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407

As to the Donee:

Nelson's Outreach Ministries, Inc.
Teresa Nelson's, Executive Director
46 West 21st Street
Riviera Beach, FL 33404
(561) 863-8419 or 506-0805

18. Waiver: No waiver of any provisions of this 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.

19. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

20. 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.

21. 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.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

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

By: _____
Addie L. Greene, Chair

WITNESSES:

Isabelle J. McDonald
Name

Isabelle J. McDonald
Signature

Gladys Harris
Name

Gladys Harris
Signature

Nelson Outreach Ministries, Inc.

By: Teresa Nelson
Teresa Nelson Executive Director

Attest:

By: Deborah J. Marshall
Signature

Title: Treasurer - Notary



Deborah J. Marshall
MY COMMISSION # DD290226 EXPIRES
March 28, 2008
BONDED THRU TROY FAIR INSURANCE INC

APPROVED AS TO TERMS AND CONDITIONS

Chuck Cohen
Chuck Cohen, Executive Director
Palm Tran

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Attorney

**AGREEMENT REGARDING THE DONATION OF BUS(ES)
TO The Urban League of Palm Beach County, Inc.**

THIS AGREEMENT REGARDING THE DONATION OF BUS(ES) is made and entered into this ____ day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), and The Urban League of Palm Beach County, Inc. a not-for-profit corporation authorized to do business in the State of Florida, whose FEIN is 59-1533170, (hereinafter referred to as the "Donee").

W I T N E S E T H:

WHEREAS, Donee is a not-for-profit youth outreach organization, organized for the purpose of promoting the community interest and welfare, by providing wholesome recreational and cultural arts activities for youth, by providing educational support for academic programs and college tours for high school students, and by exposing youth to the cultural arts; and

WHEREAS, County's Department of Surface Transportation (also known as "Palm Tran") has determined that a 1997 30' Gillig PHANTOM, 26 passenger Transit Motor Coach, whose VIN is 15GCA2016V1087671 (hereinafter referred to as Bus), has no remaining durable useful life, is an uneconomical asset, and there is no longer a public transit need for the Bus; and

WHEREAS, the Donee needs the Bus to accomplish the purposes described above and has requested that the County convey the Bus to it so that it may use the Bus to accomplish the purposes described above; and

WHEREAS, the County has further determined that the Bus is not needed for any County purpose and that the Bus should be donated and conveyed to the Donee; and

WHEREAS, the County's Board of County Commissioners finds that the use that the Donee will make of the Bus constitutes and will serve a valid public purpose.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby 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 donation of the Bus to the Donee and the Donee's use of the Bus to promote the community's interest and welfare by utilizing the Bus in its youth academic, cultural, and recreational programs as contemplated in this Agreement.

3. Donation and Use: The County hereby agrees to donate and convey title to the Bus to the Donee for the purposes described in this Agreement. The County shall retain an interest, as further described below, in the Bus for a period of one (1) year from the date of execution of this Agreement. Thereafter, the conditions set forth in this Section 3, upon the donation and use of the Bus, shall expire and title shall be fully vested in the Donee. During said one (1) year period, the Donee shall use the Bus to provide transportation for the Donee's youth academic, cultural, and recreation activities. Such activities and Donee's use of the Bus shall be made available to the general public without restriction or limitation. If, during said one year period, the Donee desires to use the bus for another "public purpose," that use must be pre-approved by the County's Representative. If the Donee violates a use condition, then upon the request of the County, the Donee shall pay

to the County the sum of Four Thousand Nine Hundred Dollars (\$4,900.00). This sum shall be remitted to the County within thirty (30) days of County's request. If, during said one year period, the Donee wants to dispose of the Bus or convey it to another, the Donee must first obtain the County's Representative's approval to dispose of the Bus or transfer its title. Donee shall comply with any conditions imposed by County's Representative on the disposal or conveyance of the Bus, including but not limited to payment to County of the sum of \$4,900.00 or such lesser sum approved by County's Representative, taking into account the condition of the Bus, any diminishment of value that occurred while the Bus was in the possession of the Donee, the time remaining in the one year period, and any other applicable factor identified in Section 16. In the event the Donee sells the bus after the expiration of the one year period, then the Donee may retain all proceeds derived from the sale.

4. Representative: County's representative during the one year period following the execution of this Agreement will be Palm Tran's Executive Director whose telephone number is 561-841-4200, or his designee. The Donee's representative during the one year period following the execution of this Agreement will be its President/CEO, whose telephone number is _____ or her designee.

5. Transfer of Title: County will transfer title, relinquish possession and deliver the Bus to the Donee 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 County's Representative. The Donee shall be solely responsible for and shall bear all costs arising out of and related to the transfer of title and delivery of the Bus to Donee.

6. Acceptance of Buses "As Is" and Disclaimer of Warranty: It is understood between the parties that the County is donating the Bus to the Donee "as is" and that no representations are made as to the maintenance, safety, operability or condition of the Bus 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 design, condition, safety or operability of the Bus, its quality or capacity, its conformity to or compliance with any requirement of law (whether state, federal or local), any rule, specification or contract pertaining thereto. No warranties are made regarding patent infringement, any latent defect or the Bus's fitness for any or a particular purpose. The Donee's execution of this Agreement shall act as its acknowledgment and agreement that it has inspected and accepted the Bus in its "as is" condition, that no representations or warranties have been made, and that it has not relied upon any statement or representation made by County or Palm Tran, Inc. or their respective officers, employees, servants or agents regarding the Bus or any equipment that may or not may be located thereon.

County is not the manufacturer of the Bus or any equipment associated therewith. County is not the agent of the manufacturer, and no warranty against patent or latent defects in material, workmanship, or capacity is given. The County does not warrant the Bus or any equipment associated therewith as being fit for 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 County, Palm Tran, Inc. or any of their respective officers or employees whether given before or after delivery of the Bus shall create a warranty, including any warranty as to maintenance, safety, operability or reliability, and the Donee expressly acknowledges that

it is not entitled to rely on any such statement, representation, information or advice, is such was made or given.

NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE GIVEN. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. 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 THIS AGREEMENT, OR DONEE'S USE OR OPERATION OF THE BUS. COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM FOR DAMAGES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR PROPERTY DAMAGE, BASED UPON A CLAIM IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY OR BREACH OF WARRANTY.

7. Discrimination Prohibited: The Donee agrees, warrants and represents that it will not discriminate in any activity related to this Agreement and that its actions, as they relate to the use of the Bus, will be undertaken without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

8. Responsibility: The Donee shall be responsible for all costs of operation and maintenance of the Bus.

9. Default: In the event the Donee is in default of its obligations under this Agreement, prior to terminating the Agreement, the County will provide the Donee with ten (10) days written notice to cure the default. In the event the Donee fails to cure the default within the ten (10) day cure period or such additional period as County may allow, the County shall deem the Donee to be in default of this Agreement and the Donee shall reimburse the County as described in Section 3 above.

10. Compliance with Law: The Donee agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time

to time. In entering into this Agreement, County does not waive the requirements of any Palm Beach County or local ordinance or any requirements pertaining to any permit or license normally required for the use of the Bus or to conduct the business or activities of the Donee. The Donee's failure to comply with any provision of this Agreement may be deemed an event of default by County.

11. Status: The Donee is merely a recipient of a donation from the County, and the Donee is not an agent, servant or employee of County or Palm Tran, Inc. Donee acknowledges and agrees that the County's sole activity hereunder is the donation of the Bus and that County has no control over the actions and activities of the Donee.

12. Hold Harmless and Indemnification: In the event a claim or lawsuit is brought against County or Palm Tran, Inc., or their respective officers, servants, agents or employees, the Donee shall indemnify, save, hold harmless and defend the County and Palm Tran, Inc., their respective officers, servants, agents, and/or employees from and against any and all suits, claims, liabilities, losses, interest, attorney fees, costs and expense, including those associated with all appeals, judgments, and/or causes of action, of any type or nature whatsoever, arising out of or related, in any manner whatsoever to the Donee's acquisition, inspection, acceptance, possession, use, operation or maintenance of the Bus, any intentional or negligent act or omission of the Donee, or any intentional or negligent act or omission of the County or Palm Tran, Inc. Donee expressly agrees that neither the County or Palm Tran, Inc. has a duty to the Donee, the public, any member of the public, any participant in any program of the Donee's, or any other third party to notify or correct any defect or condition which may exist or affect, in any way whatsoever, the Donee's use, maintenance or operation of the Bus. The foregoing indemnification shall survive the expiration or termination of this Agreement and shall

remain in effect at all times during which the Donee owns, possesses, uses or has an interest in the Bus.

13. Venue: This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida.

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

15. No Third Party Beneficiaries Created: This Agreement is made solely and specifically among and for the benefit of the parties hereto and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

16. Encumbrances Prohibited: For a period of one (1) year from the date of execution of this Agreement, the Donee shall not assign, convey, transfer or otherwise encumber, in whole or in part, its interest in this Agreement or the Bus donated hereunder unless it has first obtained the County's Representative consent thereto in writing. The County's Representative's consent shall be governed by Section 3 of this Agreement. However, an assignment, transfer of title, conveyance or encumbrance may be permitted if the Representative determines that the Bus will continued to be used for the same purposes or purposes which are substantially similar to those identified in the Recitals to this Agreement for the remainder of the one year period established in Section 3 and receives satisfactory assurance of such, or the condition of the Bus has deteriorated or the Bus damaged such that it may not reasonably be used as contemplated in this Agreement.

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

As to the County:

Executive Director, Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407

As to the Donee:

The Urban League of Palm Beach County, Inc.
Patrick Franklin, President/CEO
1700 North Australian Ave.
West Palm Beach, FL 333407
(561) 833-3736

18. Waiver: No waiver of any provisions of this 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.

19. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

20. 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.

21. 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.

IN WITNESS WHEREOF, the undersigned parties have signed this

Agreement on the date first above written.

ATTEST:

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

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chair

WITNESSES:

**The Urban League of Palm Beach County,
Inc.**

Emanuel Ridgeway
Name

By: *Pat Franklin*
Pat Franklin, President/CEO

Emanuel Ridgeway
Signature

Attest:

Name

By: _____
Signature

Signature

Title: _____

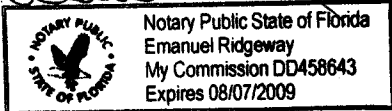
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS

County Attorney

Chuck Cohen

Chuck Cohen, Executive Director
Palm Tran

Emanuel Ridgeway


**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX050207-1629

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/02/07	REMAINING BALANCE
URBAN LEAGUE OF PBC/SURPLUS BUS (1) - DIST 3								
3500-368-1248-8201	Contributions-Non-Govtl Agency	0	0	4,900	0	4,900	0	4,900
RESERVE FOR DISTRICT 3								
3500-368-9113-9907	Res-Future Construction	2,566,026	2,179,392	<u>0</u>	<u>4,900</u>	2,174,492		
				4,900	4,900			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 06/05/07

Engineering & Public Works

R. D. Wand

5/2/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX050207-1630

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/02/07	REMAINING BALANCE
<u>NON PROFIT AGENCIES (2)/SURPLUS BUS (2) DIST 7</u>								
3500-368-1249-8201	Contributions-Non-Govtl Agency	0	0	9,800	0	9,800	0	9,800
<u>RESERVE FOR DISTRICT 7</u>								
3500-368-9117-9907	Res-Future Construction	3,674,642	3,597,960	<u>0</u>	<u>9,800</u>	3,588,160		
				9,800	9,800			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 06/05/07

Engineering & Public Works

R.D. Ward

5/2/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

07-1044

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET AMENDMENT

FUND 1340 PALM TRAN OPERATIONS

BGRV 540 0507070000000000550
BGEX 540 05070700000000001645

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 5/7/2007	REMAINING BALANCE
REVENUE								
MASS TRANSIT - NON DEPARTMENTAL REVENUE								
800 5101 8162	Tr. Fr. Trans. Impr. Fund 3500	0	0	14,700	0	23,200		
Total Receipts & Balances		<u>73,559,170</u>	<u>73,696,394</u>	<u>14,700</u>	<u>0</u>	<u>73,711,094</u>		
APPROPRIATIONS								
MASS TRANSIT - MAINTENANCE								
540 5140 5214	Diesel Fuel	5,925,968	5,923,452	14,700	0	5,938,152	2,042,207	3,895,945
Total Appropriations & Expenditures		<u>73,559,170</u>	<u>73,696,394</u>	<u>24,500</u>	<u>0</u>	<u>73,720,894</u>		

PALM TRAN
Initiating Department/Division
Administration/Budget Department Approval
OFMB Department - Posted

Signatures _____
Date 5/10/07
5-10-07

By Board of County Commissioners
At Meeting of 5/15/07
Deputy Clerk to the
Board of County Commissioners



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

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

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

DEPARTMENT/DIVISION NAME <u>Palm TRAN</u>		CUSTODIAN CODE			DATE			
ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z # ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
10114490	" " " " 15 GCA 2012 V1087666	4	7					
10114515	" " " " 15 GCA 2016 V1087671	4	7					
10114516	" " " " 15 GCA 2016 V1087673	4	7					

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 BEYOND SERVICE LIFE (specify)

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

<p>REQUESTED BY - ORIGINATING DEPARTMENT</p> <p>ORIGINATOR <u>MARCA MOSTOLLER</u> DATE <u>5-7-07</u></p> <p>INVENTORY OFFICER <u>MARCA MOSTOLLER</u> DATE <u>5-7-07</u></p> <p>CUSTODIAN <u>[Signature]</u> DATE _____</p>	<p>APPROVAL - FIXED ASSETS MANAGEMENT OFFICE</p> <p>INVENTORY OFFICER _____ DATE _____</p> <p>WAREHOUSE _____ DATE _____</p>
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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	DATE
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ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z # ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
10114489	1997 Gillig Phantom Bus VIN 1SGCA2010V1087665	4	7					

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 No Durable useful life (specify)

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

To be transferred to Palm Beach Sheriff's ~~County~~ Office

<p>REQUESTED BY - ORIGINATING DEPARTMENT</p> <p>ORIGINATOR <u>MARC MOSTLER</u> DATE <u>5-7-07</u></p> <p>INVENTORY OFFICER <u>[Signature]</u> DATE <u>5-7-07</u></p> <p>CUSTODIAN <u>[Signature]</u> DATE _____</p>	<p>APPROVAL - FIXED ASSETS MANAGEMENT OFFICE</p> <p>INVENTORY OFFICER _____ DATE _____</p> <p>WAREHOUSE _____ DATE _____</p>
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