

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: August 21, 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 approve: **A)** adopt a resolution authorizing the conveyance of one (1) 30' 1997 Gillig Phantom bus to Glades Glen Youth Football League, Inc., a non-profit organization; **B)** A approve a budget transfer of \$4,900 from the District 6 Improvement Fund to Palm Tran's Operating fund (1340); **C)** approve a budget amendment of \$4,900 in fund 1340 (Palm Tran's Operating fund); **D)** approve an agreement with Glades Glen Browns Youth Football League, Inc.; and **E)** A resolution declaring one (1) transit style 1997 Gillig Phantom bus excess County property.

**SUMMARY:** Palm Tran needs to dispose of one (1) 30' Gillig Phantom bus. This bus has reached its useful life and in accordance with the Federal Transit Administration (FTA) guidelines may be disposed of. If Palm Tran would have offered the bus up for disposal by auction, Palm Tran could have realized \$4,900 in revenue. The County Commissioner from District 6 has agreed to utilize his respective Improvement Funds to reimburse Palm Tran for loss of revenue. The revenue from these funds will be used for Palm Tran's operation. Commissioner Santamaria is sponsoring this one (1) bus to Glades Glen Browns Youth Football League, Inc. The recipient is a non-profit organization. Countywide (DR)

**Background and Policy Issues:** Transit coaches 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 coach is either twelve (12) years or 500,000 miles. The bus mentioned above has reached its useful life of 500,000 miles and may now be properly disposed of. There will be no residual FTA interest in the sale of the coach so long as the sale price does not exceed \$5,000. Palm Tran will realize \$4,900 in revenues for the sponsored bus. The entity receiving the bus will be required to execute an agreement with Palm Beach County. The agreement basically limits the use of the bus to public transportation related to its student /client transportation and recreational activities for a one (1) year period. Any other use must receive the County's pre-approval. The entity may not sell or otherwise transfer ownership of the bus without County's approval. The limits established in the agreements expire in one (1) year. After the expiration of the one (1) year period the entity is free to use the bus for any purpose including disposing of the bus without pre-approval or repayment to the County.

- Attachments:**
1. Agreement with Glades Glen Browns Youth Football League, Inc.
  2. Budget Transfer
  3. Budget Amendment
  4. Request to Transfer Assets to Fixed Assets Management Office Palm Beach County
  5. Resolution of the Board of County Commissioners

Recommended By:

  
Department Director

  
Date

Approved By:

  
Assistant County Administrator

  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures					
Operating Costs	4,900				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	4,900				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes      No X  
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5140 Object 5214  
 Program NA

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

Transportation Improvement Fund  
 Reserve for District 6  
 Surplus bus/Glades Glen Browns Youth Football League-Dist 6

**C. Departmental Fiscal Review:**

John Murphy Finance Mgr

**III. REVIEW COMMENTS**

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

Elizabeth Bress 7/30/07  
 OFMB CN 7/26/07

John A. Weber for SJ  
 Contract Dev. and Control  
 8/2/07  
 This Contract complies with our contract review requirements.

**B. Legal Sufficiency:**

[Signature] 8/7/07  
 Assistant County Attorney

**C. Other Department Review:**

Fixed Assets AK 8/1/07

\_\_\_\_\_  
 Department Director

**AGREEMENT REGARDING THE DONATION OF BUS(ES)  
TO Glades Glen Browns Youth football League, Inc.**

**THIS AGREEMENT REGARDING THE DONATION OF A BUS** 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 Glades Glen Browns Youth Football League, Inc. a not-for-profit corporation authorized to do business in the State of Florida, whose FEIN is 41-2125097, (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 15GCA2018V1087672 (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, whose telephone number is (561) 996-9705 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:

Glades Glen browns youth Football League, Inc.  
Leigh Gooden, President  
2000 South Main Street Palm Glades Dr.  
Belle Glade, FL 33430  
(561) 996-9705

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, Chairperson

WITNESSES:

Glades Glen Browns Youth Football League, Inc.

Sekethia Preme  
Name

By: Leigh Gooden  
Leigh Gooden, President

[Signature]  
Signature

Attest:

Dorothy A Harvey  
Name

By: [Signature]  
Signature

Dorothy A Harvey  
Signature

Title: Park Coordinator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

\_\_\_\_\_  
County Attorney

[Signature]  
\_\_\_\_\_  
Chuck Cohen, Executive Director  
Palm Tran

Attachment 2 - Page 1 of 2

2007 \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX070307-1895

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/03/07	REMAINING BALANCE
<b><u>SURPLUS BUS/GLADES BROWN FOOTBALL-DIST 6</u></b>								
3500-368-1260-8201	Contributions-Non-Govtl Agency	0	0	4,900	0	4,900	0	4,900
<b><u>RESERVE FOR DISTRICT 6</u></b>								
3500-368-9116-9907	Res-Future Construction	3,531,179	730,795	<u>0</u>	<u>4,900</u>	725,895		
				4,900	4,900			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 08/21/07

Engineering & Public Works

  
\_\_\_\_\_

7/3/07  
\_\_\_\_\_

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department - Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

INTEROFFICE COMMUNICATION  
PALM BEACH COUNTY  
BUDGET AVAILABILITY STATEMENT

DATE: July 3, 2007  
TO: Owen Miley - Special Projects Coordinator  
Office of the County Engineer  
FROM: R. D. Ward, Fiscal Manager *rw*  
Administrative Services  
RE: Surplus Bus/Glades Brown Youth Football League-Dist 6  
Project # N/A  
Glades Brown Youth Football League  
District Allocation \$4,900.00

BOARD MEETING DATE: August 21, 2007

FISCAL IMPACT LOCATION: F:\COMMON\WP\AgendaPage2\ 000328 ,

FUNDING STATUS: BUDGET TRANSFER REQUIRED

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A Budget Transfer of \$4,900 in the Transportation Improvement Fund from Reserve for District 6 to Surplus Bus/Glades Brown Youth Football League-District 6.

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Is Item Included in Current Budget?      Yes      No      X

Budget Account No:  
Fund 3500    Dept 368    Unit 1260    Object 8201

**Recommended Sources of Funds/Summary of Fiscal Impact:**  
Transportation Improvement Fund  
Reserve for District 6  
Surplus Bus/Glades Brown Youth Football League-Dist 6

This BAS is valid for up to ninety days from its date of issuance.  
F:\ADM\_SER\WP50\BAS\Bas07\000328.dist

Attachment 3-Page 1 of 3

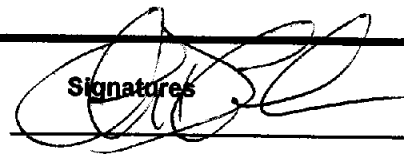
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET AMENDMENT

FUND 1340 PALM TRAN OPERATIONS

BGRV 540 0717070000000000598  
BGEX 540 07170700000000001942

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 7/17/2007	REMAINING BALANCE
<b>REVENUE</b>								
<b>MASS TRANSIT - NON DEPARTMENTAL REVENUE</b>								
800 5101 8162	Tr. Fr. Transp Impr. Fund 3500	0	14,700	4,900	0	19,600		
<b>Total Receipts &amp; Balances</b>		<b>73,559,170</b>	<b>75,992,177</b>	<b>4,900</b>	<b>0</b>	<b>75,997,077</b>		
<b>APPROPRIATIONS</b>								
<b>MASS TRANSIT - MAINTENANCE</b>								
540 5140 5214	Diesel Fuel	5,925,968	5,938,152	4,900	0	5,943,052	3,421,275	2,521,777
<b>Total Appropriations &amp; Expenditures</b>		<b>73,559,170</b>	<b>75,992,177</b>	<b>4,900</b>	<b>0</b>	<b>75,997,077</b>		

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

Signatures   
Date July 18, 2007

By Board of County Commissioners  
At Meeting of August 21, 2007  
  
Deputy Clerk to the  
Board of County Commissioners

View All (1 of 1) : Document validated successfully  
BGEX - 540- 0717070000000001942- 1- New- Draft

Action Menu

Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease
2007	1340	540	5405140OA	5140	5214	\$4,900.00	Increase

Insert New Line Insert Copied Line

First Prev Next Last

Perform Budget Rollup Smart Budget Rollup Load Existing Links Choose Centralized Revenue Line(s)

Expense Budget

Action:

Event Type:

Name:

Start Date:

End Date:

Dollar Amount:

Increase/Decrease:

Budget FY:

Fiscal Year:

Period:

Fund:

Department:

Appr Unit:

Unit:

Object:

Contact:

Contact Name:

Description:

House Bill Number:

Save Undo Print Validate Submit Close

Menu

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BGRV - 540-0717070000000000598- 1- New- Draft

Action Menu

Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease
2007	1340	800	5101	8162	\$4,900.00	Increase

Insert New Line Insert Copied Line

First Prev Next Last

Action:

Event Type:

Name:

Start Date:

End Date:

Dollar Amount:

Increase/Decrease:

Budget FY:

Fiscal Year:

Period:

Fund:

Department:

Unit:

Revenue:

Tr Fr Transport Imprv Fd 3500

Contact:

Contact Name:

Description:

House Bill Number:

Menu





# 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)

Attachment 4 - Page 1 of 1

DEPARTMENT/DIVISION NAME <u>Palm Team</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
10114527	1997 Gillig Phantom Bus VIN 1SGCA2018V 1087672	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><i>Mary J. ...</i></u>                      DATE <u>7-18-07</u></p> <p>INVENTORY OFFICER <u><i>[Signature]</i></u>                      DATE <u>7-18-07</u></p> <p>CUSTODIAN _____                      DATE _____</p>	<p>APPROVAL - FIXED ASSETS MANAGEMENT OFFICE</p> <p>INVENTORY OFFICER _____                      DATE _____</p> <p>WAREHOUSE _____                      DATE _____</p>
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RESOLUTION NO. R-

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, FINDING THAT A CERTAIN BUS PREVIOUSLY USED BY THE TRANSIT SYSTEM SHOULD BE CONVEYED TO A NOT-FOR-PROFIT ORGANIZATION; APPROVING THE AGREEMENT REGARDING THE USE OF THE BUS AND AUTHORIZING ITS CONVEYANCE; ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the County has one (1) transit bus that has reached the end of its durable useful life and Palm Tran has determined that the Federal Transit Administration has no continuing interest in said bus; and

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

**WHEREAS**, the not-for-profit organization identified below, which has been organized for the purposes of promoting the public or community interest and welfare, desires to use the bus for the public or community interest and welfare; and

**WHEREAS**, the not-for profit organization has applied to the Board to use the bus for the purposes of promoting the public or community interest and welfare, and the Board is satisfied that the bus are required for such purposes; and

**WHEREAS**, the Board has determined that the bus will be used for the public or community interest and welfare as described herein and in an agreement with the not-for-profit entity receiving the bus, and that the bus 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 'Glades Glen Browns Youth Football League, Inc. for the conveyance and transfer of that certain County-owned transit style 1997 Gillig Phantom bus.
3. The 1997 Gillig Phantom bus is to be conveyed and distributed as follows:  
1 bus to the Glades Glen Browns Youth Football League, Inc.

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

4. The Vehicle Identification Number of the vehicle to be conveyed is as follows:

15GCA2018V1087672

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 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