





**RESOLUTION NO. R-**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, FINDING THAT CERTAIN COUNTY-OWNED BUSES ARE NOT NEEDED FOR ANY COUNTY PURPOSE; AUTHORIZING THE CONVEYANCE OF SUCH BUSES TO THE CITY OF GAINESVILLE; APPROVING AN AGREEMENT WITH THE CITY OF GAINESVILLE REGARDING THE USE OF THE BUSES; ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the County has six (6) transit buses that have reached the end of their durable useful life and the County has determined that the buses are not needed for any County purpose; and

**WHEREAS**, Palm Tran has determined that the Federal Transit Administration has no continuing interest in said buses; and

**WHEREAS**, the City of Gainesville, Florida, (City) which was organized for the purposes of promoting the public or community interest and welfare, desires to use the buses to improve the public or community interest and welfare; and

**WHEREAS**, the City has applied to the Board for the buses and requested that they be conveyed to the City so that the City may 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 the City of Gainesville, Florida, and further determined that the buses should be conveyed for the nominal sum of One Dollar 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 execute an agreement with the City of Gainesville, Florida, for the conveyance and transfer of certain County-owned transit style 1995 Flxible and 1997 Gillig Phantom buses.
3. The buses are to be conveyed and distributed to the City of Gainesville, Florida, 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:

- 1GF5BCVKXSD105493
- 15GCA2019V1087664
- 15GCA2018V1087669
- 15GCA201XV1087673
- 15GCA2011V1087674
- 15GCA2019V1087678

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, Chairperson \_\_\_\_\_
- Commissioner John Koons \_\_\_\_\_
- Commissioner Karen T. Marcus \_\_\_\_\_
- Commissioner Robert J. Kanjian \_\_\_\_\_
- Commissioner Mary McCarty \_\_\_\_\_
- Commissioner Burt Aaronson \_\_\_\_\_
- Commissioner Jess R. Santamaria \_\_\_\_\_

The Chairperson thereupon declared this resolution duly passed and adopted this \_\_\_ day of November 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



# 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	CUSTODIAN CODE	DATE
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ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z # ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
M 1661	1995 Flexible Bus VIN 1GFSBCVRXSD105493	4	3					
10114488	1997 Gilling Bus VIN 15GGA2019V1087664	4	3					
10114493	" " " " 15GCA2018V1087669	4	3					
10114516	" " " " 15GCA2011V1087673	4	3					
10114517	" " " " 15GCA2011V1087674	4	3					
10114521	" " " " 15GCA2019V1087678	4	3					

**REASON CODES**

1. - EXCESS                      2. - OBSOLETE                      3. - OTHER SURPLUS (specify) \_\_\_\_\_                      4. - STATUTORY/PUBLIC PURPOSE/BCC ACTION (Describe in Comments Section Below)

**CONDITION CODES**

1. - NEW                      2. - GOOD                      3. - FAIR                      4. - POOR                      5. - BROKEN/SERVICEABLE                      6. - BROKEN/BEYOND REPAIR                      7. - OTHER \_\_\_\_\_ (specify)

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

<p>REQUESTED BY - ORIGINATING DEPARTMENT</p> <p>ORIGINATOR <u><i>Mac Installa</i></u>                      DATE _____</p> <p>INVENTORY OFFICER <u><i>Mac Installa</i></u>                      DATE _____</p> <p>CUSTODIAN <u><i>[Signature]</i></u>                      DATE <u><i>12-01-07</i></u></p>	<p>APPROVAL - FIXED ASSETS MANAGEMENT OFFICE</p> <p>INVENTORY OFFICER _____ DATE _____</p> <p>WAREHOUSE _____ DATE _____</p>
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**AGREEMENT REGARDING THE CONVEYANCE OF BUSES  
TO THE CITY OF GAINESVILLE, FLORIDA**

**THIS AGREEMENT REGARDING THE CONVEYANCE OF BUSES** 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 City of Gainesville, a Florida municipal corporation (hereinafter referred to as the "City") whose address is Post Office Box 490, Sta 5, Gainesville, Florida 32602.

**WITNESSETH:**

**WHEREAS**, County's Department of Surface Transportation (also known as "Palm Tran") has determined that it has six (6) buses (collectively referred to herein as "Buses") that have no remaining durable useful life, are an uneconomical asset, and that there is no public transit need for the Buses; and

**WHEREAS**, the City, through its Regional Transit System, has advised County's Department of Surface Transportation, Palm Tran, that the City is in need of the six (6) public transit Buses and desires to acquire such Buses from County; and

**WHEREAS**, the City has represented that said six (6) buses, if acquired from County, will be incorporated into its public transit system and used to promote the community interest and welfare by enhancing the City's public transit system; and

**WHEREAS**, the City has asked the County to convey the Buses to the City so that they may be used to accomplish the purposes described above; and

**WHEREAS**, the County has determined that the Buses are not needed for any County purpose, that the Buses are required for the use described herein, and that the Buses should be conveyed to the City for the nominal sum of One Dollar (\$1.00); and

**WHEREAS**, County's Board of County Commissioners finds that the use the City is to make of the Buses 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 conveyance of the Buses to the City and the City's use of the Buses to promote the community's interest and welfare by utilizing the Buses in its public transit system as contemplated in this Agreement.

3. Representative: The 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. The City's representative following the execution of this Agreement will be the Director of its Regional Transit System, whose telephone number is (352) 334-2609 or his designee.

4. Transfer of Title: Upon receipt from City of the nominal sum of One Dollar (\$1.00), the County agrees to transfer title, relinquish possession and deliver the Buses to the City 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 City shall be solely responsible for and shall bear all costs arising out of and related to the conveyance, transfer of title and delivery of the Buses to the City.

5. Acceptance of Buses "As Is" and Disclaimer of Warranty: It is understood between the parties that the County is conveying the Buses to the City "as is" and that no

representations are made as to the maintenance, 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 design, condition, safety or operability of the Buses, their quality or capacity, their conformity to or compliance with any requirement of law (whether state, federal or local), or any rule, specification or contract pertaining thereto. No warranties are made regarding patent infringement, any latent defect or the Buses' fitness for any or a particular purpose. The City'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. City further represents and agrees that no representations or warranties have been made regarding the Buses, 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 Buses or any equipment that may or not may be located thereon. City shall 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 using or operating the Buses.

County is not the manufacturer of the Buses 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 Buses 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 Buses shall create a warranty, including any warranty as to



maintenance, safety, operability or reliability, and the City expressly acknowledges that it is not entitled to rely on any such statement, representation, information or advice, if such was made or given.

**NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE GIVEN. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR 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 THE CITY'S USE OR OPERATION OF THE BUSES. 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.**

6. Title to the following Buses will be transferred and the Buses conveyed to the City as provided in this Agreement: 1995 Flixible VIN 1GF5BCVKXSD105493; and 1997 Gillig Phantom VIN 15CGA2019V1087664; and 1997 Gillig Phantom VIN 15GCA2018V1087669; and 1997 Gillig Phantom VIN 15GCA201XV1087673; and 1997 Gillig Phantom VIN15GCA2011V1087674; and 1997 Gillig Phantom VIN15GCA2019V1087678.

7. Discrimination Prohibited: The City represents and warrants that it will not discriminate in its use of the Buses and that its employees will be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

8. Responsibility: The City shall be solely responsible for all costs associated with or related to the conveyance, delivery, transfer of title and City's use of the Buses. City agrees that County has no responsibility or duty, of any kind or nature, to any person or

entity, relating to the Buses. City expressly waives and releases County and Palm Tran, Inc. from any responsibility or liability, of any kind or nature whatsoever, that the County or Palm Tran, Inc, had, has or may have to City or any other person or entity, related to the County's conveyance of the Buses to the City or City's ownership, use, operation, maintenance or possession of the Buses.

9. No Agency Relationship: The County is transferring title to the Buses for a nominal sum, and as a result, is merely a donor of the Buses. City is not an agent, servant or employee of County or Palm Tran, Inc. Neither County nor Palm Tran, Inc. is an agent, servant or employee of the City. The City acknowledges and agrees that the County has no control over the actions, activities or decisions of the City. Nothing contained herein shall create an agency relationship between City and County or City and Palm Tran, Inc.

10. The City shall not assign, transfer or otherwise encumber this Agreement, in whole or in part, without first having obtained the prior written consent of the County.

11. Hold Harmless and Indemnification: To the extent permitted by law, City agrees to protect, defend, reimburse, save, indemnify and hold the County, Palm Tran, Inc., their successors or assigns, and their respective directors, officers, servants, agents or employees, free and harmless, at all times, from and against any and all suits, actions, damages, liabilities, interest attorney's fees, costs and expenses of any kind or nature, including all costs of appeals, arising out of or related, in any manner whatsoever, to the City's acquisition, inspection, acceptance, possession, use, operation or maintenance of the Buses, any intentional or negligent act or omission of the City, or any intentional or negligent act or omission of the County or Palm Tran, Inc. that relates, in any manner, to the City's acquisition, ownership, operation, maintenance, possession or use of the Buses.

The City expressly agrees that neither the County or Palm Tran, Inc. has a duty to the

City, the public, any member of the public, any passenger being transported on one of the Buses, or any other third party to notify the City or any other person of any defect or dangerous condition or to correct any defect or dangerous condition which may exist or affect, in any way whatsoever, the City's use, maintenance or operation of the Buses. The foregoing indemnification shall survive the expiration or termination of this Agreement and shall remain in effect at all times during which the City owns, possesses, uses, maintains or has an interest in the Buses.

12. 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 this 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 or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

13. 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.

14. No Third Party Beneficiaries Created: This Agreement is not intended to be a third party beneficiary contract and creates no right upon anyone other than the City and the County. No other person or entity shall have any rights, interest, or claims against the County or Palm Tran, Inc. as a result of this Agreement or the City's acquisition, ownership, use, 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. The City expressly acknowledges and agrees that County has no duty, of any kind or nature, to City or any third party as a result of the City's acquisition, ownership, operation, maintenance, possession or use of the Buses.

15. 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 City:

City of Gainesville  
Regional Transit System  
Jesus Gomez, Transit Director  
Post Office Box 490  
Gainesville, FL 32602  
(352) 334-2609

16. 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.

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

18. Joint Preparation: The preparation of this 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.

19. 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.

20. Entirety of Contract and Modifications: The County and City 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.

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.

(Remainder of Page Intentionally Left Blank)

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

Approved as to Terms and Conditions

CITY OF GAINESVILLE

\_\_\_\_\_  
Chuck Cohen, Executive Dir.  
Palm Tran

By: \_\_\_\_\_  
*[Handwritten Signature]*

Jesus Gomez  
Print Name

Approved as to Form and Legal Sufficiency

Transit Director  
\_\_\_\_\_  
Title

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

Attest:

By: \_\_\_\_\_  
*[Handwritten Signature]*  
Signature

Title: Executive Assistant

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
*[Handwritten Signature]*