

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 17, 2008 [X] 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) The donation of eight (8) 30' 1997 Gillig Phantom buses and transference of vehicle title to various district organizations;
(B) Budget transfer of \$9,800 from the Transportation Improvement fund District 4 Gas Tax Reserve to Palm Tran's Operating Fund for two (2) buses;
(C) Budget transfer of \$19,600 from the Transportation Improvement fund District 6 Gas Tax Reserve to Palm Tran's Operating Fund for four (4) buses;
(D) Budget transfer of \$9,800 from the Transportation Improvement fund District 7 Gas Tax Reserve to Palm Tran's Operating Fund for two (2) buses;
(E) Budget amendment of \$39,200 in Palm Tran's Operating fund;
(F) Agreement between Palm Beach County and Barton's Boosters, Inc.;
(G) Agreement between Palm Beach County and Street Beat, Inc.;
(H) Agreement between Palm Beach County and Bridge the Gap-Empowerment Center, Inc.;
(I) Agreement between Palm Beach County and Omnipotent Outreach Ministry, Inc.;
(J) Agreement between Palm Beach County and the City of Pahokee;
(K) Request to Transfer Assets to Fixed Assets MGT Office, Palm Beach County;
(L) Resolution declaring eight (8) 30' transit style 1997 Gillig Phantom buses excess County property.

Summary: Palm Tran needs to dispose of eight (8) 30' 1997 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. If Palm Tran would have offered these buses up for disposal by auction, they could have realized up to \$4,900 each in revenue. The County Commissioners from Districts 4, 6 and 7 have agreed to utilize their respective Gas Tax funds to reimburse Palm Tran for loss of revenue. The revenue from these funds will be used for Palm Tran's operation. Commissioner McCarty will sponsor two (2) buses to Barton's Boosters, Inc.; Commissioner Greene will sponsor one (1) bus to Bridge the Gap-Empowerment Center, Inc. and one (1) bus to Omnipotent Outreach Ministry, Inc.; Commissioner Santamaria will sponsor two (2) buses to Street Beat, Inc., and two (2) buses to the City of Pahokee. All recipients are, not for profit, non-profit organizations, or a city within Palm Beach County. Countywide (DR)

Background and Justification: 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 buses have reached their useful life of 500,000 miles and may now be disposed of properly. There will be no residual FTA interest in the sale of the coaches, as long as the sale price does not exceed \$5,000. Palm Tran will realize \$4,900 in revenues for each sponsored bus. Each of the entities receiving a bus will be required to execute an agreement with Palm Beach County. The agreement 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 entities may not sell or otherwise transfer ownership of the bus without County's approval for a period of one (1) year. The limits established in the agreements expire in one (1) year. After the expiration of the one (1) year period, the entities are 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 Barton's Boosters, Inc.
2. Agreement with Omnipotent Outreach Ministries, Inc.
3. Agreement with Street Beat, Inc.
4. Agreement with Bridge the Gap-Empowerment Center, Inc.
5. Agreement with City of Pahokee
6. Budget Transfers (5)
7. Budget Amendment
8. Request to Transfer Assets to Fixed Assets MGT Office Palm Beach County
9. Resolution authorizing the conveyance of buses

Recommended By: [Signature] Department Director Date: May 24, 2008

Approved By: [Signature] Assistant County Administrator Date: 6/13/08

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	200-
Grant Expenditures					
Operating Costs	39,200				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	39,200				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes  No    
 Budget Account No.: Fund \_\_\_\_\_ Dep't. \_\_\_\_\_ Unit \_\_\_\_\_ RSRC \_\_\_\_\_   
 Program \_\_\_\_\_ Reporting Category \_\_\_\_\_

B. Departmental Fiscal Review: John Murphy  
 John Murphy, Finance Manager

C. Recommended Sources of Funds/Summary of Fiscal Impact  
 Transportation Improvement Fund  
 Reserve for Districts 4, 6 and 7  
 Transfers/transfer to Palm Tran Operations

**III. REVIEW COMMENTS**

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

Shirley White 5-28-08  
 5/28/08 OFMB SA 5/28/08 EN 5/27/08  
John J. Jacoby 5/29/08  
 Contract Dev. and Control

E. Legal Sufficiency: *except at time of legal review had not received proper certificate establishing authority of person executing contract for Street Beat, Inc.*  
[Signature] 5/30/08  
 Assistant County Attorney

*At the time of our review, the Agreements contained in this item were not executed.*

F. Other Department Review: Fixed Assets

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

**AGREEMENT REGARDING THE DONATION AND CONVEYANCE OF BUSES  
TO BARTON'S BOOSTERS, Inc.**

**THIS AGREEMENT REGARDING THE DONATION AND CONVEYANCE OF BUSES** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), and Barton's Boosters, Inc. a Florida non-profit corporation, whose FEIN is 65-0315990, (hereinafter referred to as the "Donee").

**WITNESETH:**

**WHEREAS**, Donee is a non-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 two (2) 1997 30' Gillig PHANTOM, 26 passenger Transit Motor Coaches, whose respective VIN's are 15GCA2017V1087680 and 15GCA2019V1087681 (hereinafter referred to as "Buses" or to one of the Buses as "Bus"), have no remaining durable useful life, are an uneconomical asset, and there is no longer a public transit need for the Buses; and

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

**WHEREAS**, the County has further determined that the Buses are not needed for any County purpose and that the Buses should be donated and conveyed to the Donee for the nominal sum of One Dollar (\$1.00); and

**WHEREAS**, the County's Board of County Commissioners finds that the use that the Donee will 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 donation and conveyance of the Buses to the Donee and the Donee's use of the Buses to promote the community's interest and welfare by utilizing the Buses in its youth academic, cultural, and recreational programs as contemplated in this Agreement. (The term "Buses" as used in this Agreement may include within its usage a reference to one or both of the buses as common usage would indicate.)

3. Donation and Use: The County hereby agrees to donate and convey title to the Buses to the Donee for the purposes described in this Agreement for the nominal sum of One Dollar (\$1.00). The County shall retain an interest, as further described below, in each 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 Buses, shall expire and title to each Bus shall be fully vested in the Donee. During said one (1) year period, the Donee shall use the Buses to provide transportation for the Donee's youth

academic, cultural, and recreation activities. Such activities and Donee's use of the Buses shall be made available to the general public without restriction or limitation. If, during said one (1) year period, the Donee desires to use a 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) for each Bus. This sum shall be remitted to the County within thirty (30) days of County's request. If, during said one (1) year period, the Donee wants to dispose of one of the Buses or convey it to another, the Donee must first obtain the County Representative's approval to dispose of a Bus or transfer its title. Donee shall comply with any conditions imposed by County's Representative on the disposal or conveyance of a Bus, including but not limited to payment to County of the sum of \$4,900.00 for each Bus 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 (1) year period, and any other applicable factor identified in Section 17. In the event the Donee sells one of the Buses after the expiration of the one (1) year period, then the Donee may retain all proceeds derived from the sale.

4. Representative: County's representative during the one (1) 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 (1) year period following the execution of this Agreement will be its founder and Chief Executive Officer, whose telephone number is (561) 620-6203 or designee.

5. Transfer of Title: County will transfer title, relinquish possession, and deliver the Buses 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 conveyance, transfer of title, delivery, and acceptance of the Buses of whatsoever kind or nature.

6. Acceptance of Buses "As Is" and Disclaimer of Warranty: It is understood between the parties that the County is donating and conveying the Buses to the Donee "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, maintenance, 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), 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 Donee's execution of this Agreement shall act as its acknowledgment and agreement that it has performed a detailed inspection of the Buses and accepts each in its "as is" condition. Donee acknowledges 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 Buses or any equipment that may or not may be located thereon. Donee shall correct any and all conditions that may interfere with,

affect the safe operation, use of the Buses, or create a danger to persons or property prior to it or any other person or entity using or operating a Bus.

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 Donee 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 DONEE'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.**

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 Buses, 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 solely responsible for all costs of operation and maintenance of the Buses. Donee agrees that County has no responsibility or duty, of any kind or nature, to any person or entity, relating to the Buses. Donee expressly waives and releases County and Palm Tran, Inc. from any responsibility or liability of any kind or nature, including but not limited to its negligent acts or omissions, that either had, has or may have to Donee or any other person or entity related to or arising out of the County's ownership or Donee's use, operation, maintenance, or possession of the Buses.

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 Buses 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 Buses 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 Buses, 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 Buses. 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, maintains, or has an interest in a 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. Donee expressly acknowledges and agrees that neither County or Palm Tran, Inc. has a duty of any kind or nature to Donee or any third party related in any way whatsoever to the donation and conveyance of the Buses or their use, operation, maintenance or possession.

16. 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:

Barton's Boosters, Incorporated  
Wayne Barton, Founder, and Chief Executive Officer  
269 NE 14<sup>th</sup> Street  
Boca Raton, FL 33432  
(561) 620-6203 Cell (561) 305-1068

Either party may change its address upon written notice of such to the other party.

17. 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 one of the Buses 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 (1) year period established in Section 3 and receives satisfactory assurance of such, or the condition of a Bus has deteriorated or the Bus damaged such that it may not reasonably be used as contemplated in this Agreement.

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.

**(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

**WITNESSES:**

**CITY OF PAHOKEE**

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Wayne Whitaker, Mayor

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Name

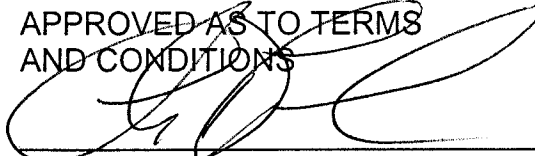
By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS



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

\_\_\_\_\_  
Chuck Cohen, Executive Director  
Palm Tran

**AGREEMENT REGARDING THE DONATION AND CONVEYANCE OF BUS  
TO OMNIPOTENT OUTREACH MINISTRY, INC.**

**THIS AGREEMENT REGARDING THE DONATION AND CONVEYANCE OF BUS**

is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), and Omnipotent Outreach Ministry, Inc., a Florida non-profit corporation, whose FEIN is 33-1161623, (hereinafter referred to as the "Donee").

**W I T N E S E T H:**

**WHEREAS**, Donee is a non-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 Coaches, whose respective VIN's are 15GCA2011V1087679 (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 donate and 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 for the nominal sum of One Dollar (\$1.00); 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 and conveyance 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 for the nominal sum of One Dollar (\$1.00). 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 to the Bus 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 (1) 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) for the Bus. This sum shall be remitted to the County within thirty (30) days of County's request. If, during said one (1) 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 for the Bus 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 (1) year period, and any other applicable factor identified in Section 17. In the event the Donee sells the Bus after the expiration of the one (1) year period, then the Donee may retain all proceeds derived from the sale.

4. Representative: County's representative during the one (1) 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 (1) year period following the execution of this Agreement will be its President, whose telephone number is (561) 379-4782 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 conveyance, transfer of title, delivery and acceptance of the Bus of whatsoever kind or nature.

6. Acceptance of Bus "As Is" and Disclaimer of Warranty: It is understood between the parties that the County is donating and conveying 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, maintenance, 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 fitness of the Bus for any or a particular purpose. The Donee's execution of this Agreement shall act as its acknowledgment and agreement that it has performed a detailed inspection of the Bus and accepts it in its "as is" condition. Donee acknowledges 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. Donee shall correct any and all conditions that may interfere with or affect the safe operation or use of the Bus or create a danger to persons or property prior to it or any other person or entity using or operating the Bus.

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, 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 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 solely responsible for all costs of operation and maintenance of the Bus. Donee agrees that County has no responsibility or duty, of any kind or nature, to any person or entity, relating to the Bus. Donee expressly waives

and releases County and Palm Tran, Inc. from any responsibility or liability of any kind or nature, including but not limited to its negligent acts or omissions, that either had, has or may have to Donee or any other person or entity related to or arising out of the County's ownership or Donee's use, operation, maintenance, or possession 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, maintains 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. Donee expressly acknowledges and agrees that neither County or Palm Tran, Inc. has a duty of any kind or nature to Donee or any third party related in any way whatsoever to the donation and conveyance of the Bus or its use, operation, maintenance or possession.

16. 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:

Omnipotent Outreach Ministry, Inc.  
Martina Walker, President  
509 20<sup>th</sup> Street  
West Palm Beach, FL 33407  
(561) 379-4782

Either party may change its address upon written notice of such to the other party.

17. 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 (1) 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.

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.

**(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

**WITNESSES:**

**BRIDGE THE GAP – EMPOWERMENT  
CENTER, INC. INC.**

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Tony Drayton, President

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Signature

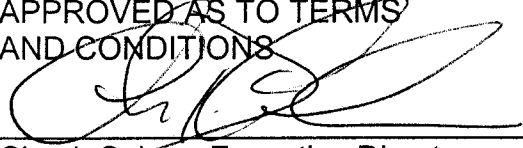
\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

  
\_\_\_\_\_  
Chuck Cohen, Executive Director  
Palm Tran

**AGREEMENT REGARDING THE DONATION AND CONVEYANCE OF BUSES  
TO STREET BEAT, INCORPORATED**

**THIS AGREEMENT REGARDING THE DONATION AND CONVEYANCE OF BUSES** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), and Street Beat, Incorporated, a Florida non-profit corporation, whose FEIN is 65-0646408, (hereinafter referred to as the "Donee").

**WITNESETH:**

**WHEREAS**, Donee is a non-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 two (2) 1997 30' Gillig PHANTOM, 26 passenger Transit Motor Coaches, whose respective VIN's are 15GCA2014V1087667 and 15GCA2016V1087668 (hereinafter referred to as "Buses" or to one of the Buses as "Bus"), have no remaining durable useful life, are an uneconomical asset, and there is no longer a public transit need for the Buses; and

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

**WHEREAS**, the County has further determined that the Buses are not needed for any County purpose and that the Buses should be donated and conveyed to the Donee for the nominal sum of One Dollar (\$1.00); and

**WHEREAS**, the County's Board of County Commissioners finds that the use that the Donee will 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 donation and conveyance of the Buses to the Donee and the Donee's use of the Buses to promote the community's interest and welfare by utilizing the Buses in its youth academic, cultural, and recreational programs as contemplated in this Agreement. (The term "Buses" as used in this Agreement may include within its usage a reference to one or both of the buses as common usage would indicate.)

3. Donation and Use: The County hereby agrees to donate and convey title to the Buses to the Donee for the purposes described in this Agreement for the nominal sum of One Dollar (\$1.00). The County shall retain an interest, as further described below, in each 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 Buses, shall expire and title to each Bus shall be fully vested in the Donee. During said one (1) year period, the Donee shall use the Buses to provide transportation for the Donee's youth academic, cultural, and recreation activities. Such activities and Donee's use of the Buses



shall be made available to the general public without restriction or limitation. If, during said one (1) year period, the Donee desires to use a 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) for each Bus. This sum shall be remitted to the County within thirty (30) days of County's request. If, during said one (1) year period, the Donee wants to dispose of one of the Buses or convey it to another, the Donee must first obtain the County's Representative's approval to dispose of a Bus or transfer its title. Donee shall comply with any conditions imposed by County's Representative on the disposal or conveyance of a Bus, including but not limited to payment to County of the sum of \$4,900.00 for each Bus 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 (1) year period, and any other applicable factor identified in Section 17. In the event the Donee sells one of the Buses after the expiration of the one (1) year period, then the Donee may retain all proceeds derived from the sale.

4. Representative: County's representative during the one (1) 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 (1) year period following the execution of this Agreement will be its Executive Director, whose telephone number is (561) 993-9916 or designee.

5. Transfer of Title: County will transfer title, relinquish possession and deliver the Buses 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 conveyance, transfer of title, delivery and acceptance of the Buses of whatsoever kind or nature.

6. Acceptance of Buses "As Is" and Disclaimer of Warranty: It is understood between the parties that the County is donating and conveying the Buses to the Donee "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, maintenance, 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), 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 Donee's execution of this Agreement shall act as its acknowledgment and agreement that it has performed a detailed inspection of the Buses and accepts each in its "as is" condition. Donee acknowledges 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 Buses or any equipment that may or not may be located thereon. Donee 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 persons or property prior to it or any other person or entity using or operating a Bus.

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 Donee 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 DONEE'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.**

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 Buses, 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 solely responsible for all costs of operation and maintenance of the Buses. Donee agrees that County has no responsibility or duty, of any kind or nature, to any person or entity, relating to the Buses. Donee expressly waives and releases County and Palm Tran, Inc. from any responsibility or liability of any kind or nature, including but not limited to its negligent acts or omissions, that either had, has or

may have to Donee or any other person or entity related to or arising out of the County's ownership or Donee's use, operation, maintenance, or possession of the Buses.

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 Buses 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 Buses 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 Buses, 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 Buses. 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, maintains or has an interest in a 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. Donee expressly acknowledges and agrees that neither County or Palm Tran, Inc. has a duty of any kind or nature to Donee or any third party related in any way whatsoever to the donation and conveyance of the Buses or their use, operation, maintenance or possession.

16. 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:

Street Beat, Incorporated  
Percy Napier, President  
103 NW 10<sup>th</sup> Ave., 2<sup>nd</sup> Floor  
South Bay, FL 33493  
(561) 993-9916

Either party may change its address upon written notice of such to the other party.

17. 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 one of the Buses 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 (1) year period established in

Section 3 and receives satisfactory assurance of such, or the condition of a Bus has deteriorated or the Bus damaged such that it may not reasonably be used as contemplated in this Agreement.

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.

**(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

**WITNESSES:**

**STREET BEAT, INCORPORATED**

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Kenneth Jackson, Executive Director

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Signature

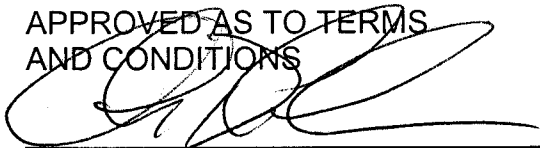
\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

  
\_\_\_\_\_  
Chuck Cohen, Executive Director  
Palm Tran



**AGREEMENT REGARDING THE DONATION AND CONVEYANCE OF BUS  
TO BRIDGE THE GAP – EMPOWERMENT CENTER, INC.**

**THIS AGREEMENT REGARDING THE DONATION AND CONVEYANCE OF BUS**

is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), and Bridge the Gap – Empowerment Center, Inc. a Florida non-profit corporation, whose FEIN is 65-0838747, (hereinafter referred to as the "Donee").

**WITNESSETH:**

**WHEREAS**, Donee is a non-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 Coaches, whose respective VIN's are 15GCA2014V1087670 (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 donate and 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 for the nominal sum of One Dollar (\$1.00); 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 and conveyance 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 for the nominal sum of One Dollar (\$1.00). 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 to the Bus 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 (1) 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) for the Bus. This sum shall be remitted to the County within thirty (30) days of County's request. If, during said one (1) 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 for the Bus 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 (1) year period, and any other applicable factor identified in Section 17. In the event the Donee sells the Bus after the expiration of the one (1) year period, then the Donee may retain all proceeds derived from the sale.

4. Representative: County's representative during the one (1) 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 (1) year period following the execution of this Agreement will be its President, whose telephone number is (561) 252-2843 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 conveyance, transfer of title, delivery and acceptance of the Bus of whatsoever kind or nature.

6. Acceptance of Bus "As Is" and Disclaimer of Warranty: It is understood between the parties that the County is donating and conveying 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, maintenance, 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 fitness of the Bus for any or a particular purpose. The Donee's execution of this Agreement shall act as its acknowledgment and agreement that it has performed a detailed inspection of the Bus and accepts it in its "as is" condition. Donee acknowledges 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. Donee shall correct any and all conditions that may interfere with or affect the safe operation or use of the Bus or create a danger to persons or property prior to it or any other person or entity using or operating the Bus.

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, 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 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 solely responsible for all costs of operation and maintenance of the Bus. Donee agrees that County has no responsibility or duty, of any kind or nature, to any person or entity, relating to the Bus. Donee expressly waives

and releases County and Palm Tran, Inc. from any responsibility or liability of any kind or nature, including but not limited to its negligent acts or omissions, that either had, has or may have to Donee or any other person or entity related to or arising out of the County's ownership or Donee's use, operation, maintenance, or possession 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, maintains 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. Donee expressly acknowledges and agrees that neither County or Palm Tran, Inc. has a duty of any kind or nature to Donee or any third party related in any way whatsoever to the donation and conveyance of the Bus or its use, operation, maintenance or possession.

16. 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:

Bridge the Gap – Empowerment Center, Inc.  
Tony Drayton, President  
1524 West 34<sup>th</sup> Street  
Riviera Beach, FL 33404  
(561) 252-2843

Either party may change its address upon written notice of such to the other party.

17. 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 (1) 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.

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.

**(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

**WITNESSES:**

**OMNIPOTENT OUTREACH MINISTRY, INC.**

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Martina Walker, President

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Signature


\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

  
\_\_\_\_\_  
Chuck Cohen, Executive Director  
Palm Tran

**AGREEMENT REGARDING THE DONATION AND CONVEYANCE OF BUSES  
TO THE CITY OF PAHOKEE, FLORIDA**

**THIS AGREEMENT REGARDING THE DONATION AND CONVEYANCE OF BUSES** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), and the City of Pahokee, a Florida municipal corporation, (hereinafter referred to as the "Donee") whose address is 71 North Lake Avenue, Pahokee, Florida 33476.

**WITNESSETH:**

**WHEREAS**, Donee is a municipality of the State of Florida; and

**WHEREAS**, County's Department of Surface Transportation (also known as "Palm Tran") has determined that two (2) 1997 30' Gillig PHANTOM, 26 passenger Transit Motor Coaches, whose respective VIN's are 15GCA2013V1087675 and 15GCA20171087677 (hereinafter referred to as "Buses" or to one of the Buses as "Bus"), have no remaining durable useful life, are an uneconomical asset, and there is no longer a public transit need for the Buses; and

**WHEREAS**, the Donee needs the Buses for its youth outreach programs that are designed to expose youth to the cultural arts, provide educational support and wholesome recreational and cultural art activities, and promote the community interest and welfare; and

**WHEREAS**, Donee has requested that the County donate and convey the Buses to it so that it may use the Buses to accomplish the above-stated purposes; and

**WHEREAS**, the County has further determined that the Buses are not needed for any County purpose and that the Buses should be donated and conveyed to the Donee for the nominal sum of One Dollar (\$1.00); and

**WHEREAS**, the County's Board of County Commissioners finds that the use that the Donee will 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 donation and conveyance of the Buses to the Donee and the Donee's use of the Buses to promote the community's interest and welfare by utilizing the Buses in its youth academic, cultural, and recreational programs as contemplated in this Agreement. (The term "Buses" as used in this Agreement may include within its usage a reference to one or both of the buses as common usage would indicate.)

3. Donation and Use: The County hereby agrees to donate and convey title to the Buses to the Donee for the purposes described in this Agreement for the nominal sum of One Dollar (\$1.00). The County shall retain an interest, as further described below, in each 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 Buses, shall expire and title to each Bus shall be fully vested in the Donee. During said one (1) year period, the Donee shall use the Buses to provide transportation for the Donee's youth academic, cultural, and recreation activities. Such activities and Donee's use of the Buses

shall be made available to the general public without restriction or limitation. If, during said one (1) year period, the Donee desires to use a 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) for each Bus. This sum shall be remitted to the County within thirty (30) days of County's request. If, during said one (1) year period, the Donee wants to dispose of one of the Buses or convey it to another, the Donee must first obtain the County's Representative's approval to dispose of a Bus or transfer its title. Donee shall comply with any conditions imposed by County's Representative on the disposal or conveyance of a Bus, including but not limited to payment to County of the sum of \$4,900.00 for each Bus 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 (1) year period, and any other applicable factor identified in Section 17. In the event the Donee sells one of the Buses after the expiration of the one (1) year period, then the Donee may retain all proceeds derived from the sale.

4. Representative: County's representative during the one (1) 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 (1) year period following the execution of this Agreement will be its Mayor, whose telephone number is (561) 924-5534 or designee.

5. Transfer of Title: County will transfer title, relinquish possession and deliver the Buses 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 conveyance, transfer of title, delivery and acceptance of the Buses of whatsoever kind or nature.

6. Acceptance of Buses "As Is" and Disclaimer of Warranty: It is understood between the parties that the County is donating and conveying the Buses to the Donee "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, maintenance, 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), 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 Donee's execution of this Agreement shall act as its acknowledgment and agreement that it has performed a detailed inspection of the Buses and accepts each in its "as is" condition. Donee acknowledges 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 Buses or any equipment that may or not may be located thereon. Donee 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 persons or property prior to it or any other person or entity using or operating a Bus.

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 Donee 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 DONEE'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.**

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 Buses, 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 solely responsible for all costs of operation and maintenance of the Buses. Donee agrees that County has no responsibility or duty, of any kind or nature, to any person or entity, relating to the Buses. Donee expressly waives and releases County and Palm Tran, Inc. from any responsibility or liability of any kind or nature, including but not limited to its negligent acts or omissions, that either had, has or

may have to Donee or any other person or entity related to or arising out of the County's ownership or Donee's use, operation, maintenance, or possession of the Buses.

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 Buses 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 Buses 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 Buses, 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 Buses. 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, maintains or has an interest in a 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. Donee expressly acknowledges and agrees that neither County or Palm Tran, Inc. has a duty of any kind or nature to Donee or any third party related in any way whatsoever to the donation and conveyance of the Buses or their use, operation, maintenance or possession.

16. 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:

City of Pahokee  
Wayne Whitaker, Mayor  
171 North Lake Ave.,  
Pahokee, FL 33476  
(561) 694-5534

Either party may change its address upon written notice of such to the other party.

17. 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 one of the Buses 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 (1) year period established in

Section 3 and receives satisfactory assurance of such, or the condition of a Bus has deteriorated or the Bus damaged such that it may not reasonably be used as contemplated in this Agreement.

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.

**(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

**WITNESSES:**

**BARTON'S BOOSTERS, INC.**

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Wayne Barton, Chief Executive Officer

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Signature

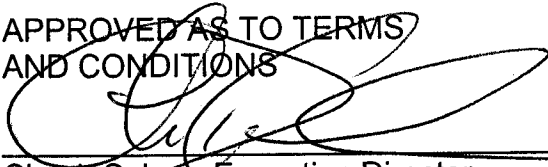
\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

  
\_\_\_\_\_  
Chuck Cohen, Executive Director  
Palm Tran

Attachment 6, Pg. 1 of 5

2008 \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX 042508-2610

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/25/08	REMAINING BALANCE
<b>TRANSFERS</b>								
3500-821-9100-9063	Trf to Palm Tran Operations	0	0	9,800	0	9,800	0	9,800
<b>RESERVE FOR DISTRICT 4</b>								
3500-368-9114-9907	Res-Future Construction	2,023,953	1,891,502	0	9,800	1,881,702		
				9,800	9,800			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 06/03/08

Engineering & Public Works

R. D Ward

5/12/08

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

Attachment 6, Pg. 2 of 5

2008 \_\_\_\_\_

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

BGEX 042508-2613

**FUND Transportation Improvement**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/25/08	REMAINING BALANCE
<b>TRANSFERS</b>								
3500-821-9100-9063	Trf to Palm Tran Operations	0	19,600	9,800	0	29,400	0	29,400
<b>RESERVE FOR DISTRICT 6</b>								
3500-368-9116-9907	Res-Future Construction	935,695	370,468	<u>0</u>	<u>9,800</u>	360,668		
				9,800	9,800			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 06/17/08

Engineering & Public Works

R. D. Ward

4/25/08

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

Attachment 6, Pg. 3 of 5

2008 \_\_\_\_\_

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

BGEX 042508-2614

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/25/08	REMAINING BALANCE
<b>TRANSFERS</b>								
3500-821-9100-9063	Trf to Palm Tran Operations	0	29,400	9,800	0	39,200	0	39,200
<b>RESERVE FOR DISTRICT 6</b>								
3500-368-9116-9907	Res-Future Construction	935,695	360,668	0	9,800	350,868		
				9,800	9,800			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 06/17/08

Engineering & Public Works

R. D. Ward

4/25/08

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

Attachment 6, Pg 4 of 5

2008 \_\_\_\_\_

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

BGEX 042508-2611

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/25/08	REMAINING BALANCE
<b><u>TRANSFERS</u></b>								
3500-821-9100-9063	Trf to Palm Tran Operations	0	9,800	4,900	0	14,700	0	14,700
<b><u>RESERVE FOR DISTRICT 7</u></b>								
3500-368-9117-9907	Res-Future Construction	3,797,960	3,761,995	0	4,900	3,757,095		
				4,900	4,900			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 06/17/08

Engineering & Public Works

R. D. Ward

4/25/08

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners



Attachment 6, Pg. 5 of 5

2008 \_\_\_\_\_

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

BGEX 042508-2612

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/25/08	REMAINING BALANCE
<b>TRANSFERS</b>								
3500-821-9100-9063	Trf to Palm Tran Operations	0	14,700	4,900	0	19,600	0	19,600
<b>RESERVE FOR DISTRICT 7</b>								
3500-368-9117-9907	Res-Future Construction	3,797,960	3,757,095	<u>0</u>	<u>4,900</u>	3,752,195		
				4,900	4,900			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 06/17/08

Engineering & Public Works

R. D. Ward

4/25/08

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

Attachment 7, Pg. 1 of 3

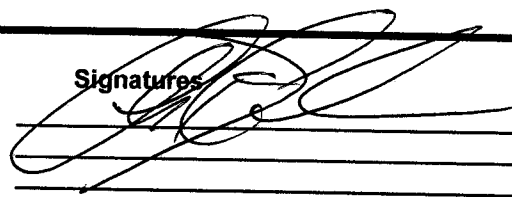
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET AMENDMENT

FUND 1340 PALM TRAN OPERATIONS

BGRV 540 051308\*594  
BGEX 540 051308\*2735

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 5/13/2008	REMAINING BALANCE
<b>REVENUE</b>								
<b>MASS TRANSIT - NON DEPARTMENTAL REVENUE</b>								
800 8000 8162	Tr Fr Transp Improvement Fund 3500	7,500,000	7,500,000	39,200	0	7,539,200		
<b>Total Receipts &amp; Balances</b>		<u>71,702,141</u>	<u>73,602,737</u>	<u>39,200</u>	<u>0</u>	<u>73,641,937</u>		
<b>APPROPRIATIONS</b>								
<b>MASS TRANSIT - MAINTENANCE</b>								
540 5140 5214	Diesel	5,403,729	5,605,619	39,200	0	5,644,819	3,620,628	2,024,191
<b>Total Appropriations &amp; Expenditures</b>		<u>71,702,141</u>	<u>73,602,737</u>	<u>39,200</u>	<u>0</u>	<u>73,641,937</u>		

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

Signatures   
Date May 19, 2008

By Board of County Commissioners  
At Meeting of June 17, 2008

Deputy Clerk to the  
Board of County Commissioners

View All (1 of 1) : Document validated successfully  
BGRV - 540- 051308000000000594- 1- New- Draft

Action Menu

Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease
2008	1340	800	8000	8162	\$39,200.00	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

View All (1 of 1) : Document validated successfully  
BGEX - 540- 051308000000002735- 1- New- Draft

Action Menu

Budget FY	Fund	Department	Appr Unit	Dollar Amount	Increase/Decrease
2008	1340	540	54051400A	\$39,200.00	Increase

Insert New Line Insert Copied Line First Prev Next Last

Appropriation Budget

Action :

Event Type :

Name :

Start Date :

End Date :

Dollar Amount :

Increase/Decrease :

Budget FY :

Fiscal Year :

Period :

Fund :

Department :

Appr Unit :

1340 Operating Expense

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)

DEPARTMENT/DIVISION NAME <u>Palm TRAN</u>	CUSTODIAN CODE	DATE <u>6-17-08</u>
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ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z # ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
10114491	Gillig Phantom Bus 15GCA 2014V 1087667	4	3					
10114492	" " " 15GCA 2016V 1087668	4	3					
10114522	" " " 15GCA 2011V 1087679	4	3					
10114523	15GCA 2017V 1087680	4	3					
10114524	15GCA 2019V 1087681	4	3					
10114494	15GCA 2014V 1087670	4	3					
10114518	15GCA 2013V 1087675	4	3					
10114520	15GCA 2017V 1087677	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 \_\_\_\_\_ (specify)

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

<p>REQUESTED BY ORIGINATING DEPARTMENT</p> <p>ORIGINATOR <u><i>Mark Matella</i></u>                      DATE <u>6-17-08</u></p> <p>INVENTORY OFFICER <u><i>Mark Matella</i></u>                      DATE <u>6-17-08</u></p> <p>CUSTODIAN <u><i>[Signature]</i></u>                      DATE <u>6-17-08</u></p>	<p>APPROVAL - FIXED ASSETS MANAGEMENT OFFICE</p> <p>INVENTORY OFFICER _____ DATE _____</p> <p>WAREHOUSE _____ DATE _____</p>
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Attachment 8, Pg. 1 of 1

**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 CITY OF PAHOKEE; APPROVING AGREEMENTS REGARDING THE USE OF THE BUSES AND AUTHORIZING THEIR CONVEYANCE; ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the County has EIGHT (8) 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 City Of pahokee, desire to use the buses for the public or community interest and welfare; and

**WHEREAS**, the not-for profit organizations and the City of Pahhokee 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 Street Beat Inc., Bridge the Gap Empowerment Center, Inc., Omnipotent Outreach Ministry, Inc., Barton's Boosters, Inc., and the City of Pahokee 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:

- 2 buses to Street Beat, Inc.
- 1 bus to Bridge the Gap Empowerment Center, Inc.
- 1 bus to the Omnipotent Outreach Ministries, Inc.
- 2 buses to Barton's Boosters, Inc.
- 2 buses to the City of Pahokee

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:

- 15GCA2014V1087667
- 15GCA2016V1087668
- 15GCA2011V1087679
- 15GCA2017V1087680
- 15GCA2019V1087681
- 15GCA2014V1087670
- 15GCA2013V1087675
- 15GCA2017V1087677

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 Kanjian \_\_\_\_\_
- Commissioner Mary McCarty \_\_\_\_\_
- Commissioner Burt Aaronson \_\_\_\_\_
- Commissioner Jess R. Santamaria \_\_\_\_\_

The Chairperson thereupon declared this resolution duly passed and adopted this \_\_ day of June, 2008.

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