

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years					
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT					
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No:

Fund Agency Organization Object

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

C. Departmental Fiscal

Please note the last paragraph on page 2 of the Agreement has a misspelling - whitness. Should be witness.

A. OFMB Fiscal and

[Signature]
 OFMB 4

Towin

2

B. Legal Sufficiency

[Signature]
 Assistant County Attorney 9/9/22

C. Other Department Review

 Department Director

**DONATION AGREEMENT BETWEEN THE
SUPERVISOR OF ELECTIONS, THE SCHOOL BOARD OF PALM BEACH COUNTY AND
PALM BEACH COUNTY**

This Agreement is entered into on September 13, 2022, by and between the Supervisor of Elections, hereinafter referred to as "SOE", the School Board of Palm Beach County, hereinafter referred to "School District" and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to "County" and collectively hereinafter referred to as "the parties".

WHEREAS, the SOE is in possession of 300 mobile storage cabinets, hereinafter referred to as "cabinets" that have been classified as surplus; and

WHEREAS, the cabinets were purchased with County funds; and

WHEREAS, the cabinets were used by the SOE to store its elections equipment; and

WHEREAS, SOE recently purchased new elections equipment, but the cabinets are not compatible with the recently purchased elections equipment because of the size and configuration of the new elections equipment; and

WHEREAS, the SOE must purchase new mobile storage cabinets to hold the newly purchased elections equipment so the cabinets must be removed from SOE property; and

WHEREAS, the cabinets have been classified as surplus since the SOE can no longer use them for its intended purposes; and

WHEREAS, the School District can use the cabinets at schools and facilities across Palm Beach County; and

WHEREAS, the SOE and the County desires to donate the cabinets to the School District, and the School District desires to accept the donation of the cabinets for use in schools and facilities across Palm Beach County; and

WHEREAS, entering into this Agreement services a public purpose.

IT IS HEREBY AGREED TO AS FOLLOWS:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. The County and SOE hereby transfers, assigns and conveys to the School District all right, title and interest in and to the cabinets as more particularly described below, and the School District hereby accepts the cabinets donated to them by the SOE and County.

Quantity: 300	Description: Sandusky Mobile Cabinets	Dimensions/color: 46X24X66/Charcoal	Model Number: TA3R46260
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3. The cabinets are being conveyed **AS IS** and is being donated to the School District to be used at schools and facilities across Palm Beach County. The County and SOE makes no representations or guarantees about the condition or useful life of the cabinets.
4. Upon such transfer and acceptance, which a date and time shall be mutually agreed upon by the School District and SOE, the School District will assume sole responsibility for the cabinets on the same basis as any other property owned by the School District and the County and SOE shall be relieved of any and all responsibilities or obligations with regard to the cabinets.
5. Under no circumstances shall the SOE or the County be liable to the School District or any other person or entity, for any direct, indirect, incidental, special or consequential damages arising out of or related to this donation or the subsequent use of the cabinets. This provision shall survive expiration of this Agreement.
6. The School District agrees that it will only use the property as stated in this Agreement and that it will not further transfer the cabinets to any other entity, except in accordance with law.
7. This Agreement shall begin upon execution by the parties and shall terminate upon the transfer of the cabinets to the School District.
8. No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County/SOE and/or School District.
9. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to the extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
10. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

IN WITNESS WHEREAS, the Board of County Commissioners of Palm Beach County, Florida the Supervisor of Elections and the School Board of Palm Beach County have made and executed this Agreement on behalf of the County, SOE and School District, and has hereunto set its hand the day and year above written.

ATTEST:

PALM BEACH COUNTY, BY ITS BOARD
OF COUNTY COMMISSIONERS:

JOSEPH ABRUZZO, CLERK OF THE CIRCUIT
COURT & COMPTROLLER

BY: _____
Deputy Clerk

BY: _____
Robert S. Weinroth, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: *Ru Bu for Atk Hart*
Senior Assistant County Attorney

BY: *Rob S. Weinroth*

SUPERVISOR OF ELECTIONS

SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA

BY: *Wendy Santony Link*
Wendy Link, Supervisor of Elections

BY: *M. J. [Signature]*
Superintendent