

DONATION AGREEMENT

THIS AGREEMENT was made and entered into this ____ day of March, 2013, by and between RIC L. BRADSHAW, Sheriff of Palm Beach County, Florida, hereinafter referred to as "SHERIFF", and The School ^{BOARD} District of Palm Beach County, Florida, hereinafter referred to as "the School District".

WHEREAS, the SHERIFF holds title to (5) vehicles, hereinafter referred to as "VEHICLES", which the SHERIFF has classified as surplus, obsolete, or the continued use of which is uneconomical or inefficient, and said VEHICLES are identified as follows:

YEAR	MAKE	MODEL	VIN NUMBER
2008	FORD	CROWN VIC	2FAHP71V28X102355
2008	FORD	CROWN VIC	2FAHP71V28X142791
2007	FORD	CROWN VIC	2FAHP71W47X142749
2007	FORD	CROWN VIC	2FAHP71W97X136994
2008	FORD	CROWN VIC	2FAHP71V38X145179

WHEREAS, The School District has requested, and the SHERIFF has agreed to transfer title to said VEHICLE to The School District for the school's use in support of its School Police operations.

IT IS HEREBY AGREED that the SHERIFF and The School District will faithfully abide by and be bound by the following terms and conditions:

1. The SHERIFF agrees to transfer title to said VEHICLE to The School District exclusively for use in its School Police operations. The School District agrees to pay all costs associated with the transfer of the VEHICLE from the Sheriff to The School District.

2. Title to said VEHICLE will be transferred from the SHERIFF to The School District for the use outlined in paragraph 1. The School District agrees to promptly complete and file all necessary paperwork to properly effect transfer of title and registration of the VEHICLE from the SHERIFF to The School District. Proof that all necessary documents have been filed with the Department of Highway Safety and Motor Vehicles shall be provided to the SHERIFF upon request.
3. As to all vehicles listed above, if the School District determines that any of these vehicles, for whatever reason, no longer serve their useful purpose, the School District shall contact the SHERIFF to determine the means of disposition of the vehicle, which may include transfer of the title, control and ownership of the respective vehicle back to the SHERIFF. In no event shall the School District lease, loan, sell or otherwise transfer any of these vehicles to another individual or entity except through this process. When applicable, the School District further agrees to pay any and all costs associated with the transfer of title back to the SHERIFF and with the physical return of the VEHICLE without graphics to the SHERIFF.
4. The School District agrees to insure the vehicle for liability related to their use and operation and agrees and understands that it is the parties' intent that the Sheriff will not assume any liability relative to the use and/or operation of said VEHICLE by The School District.
5. The School District shall hold the SHERIFF harmless from any and all claims, liabilities, expenses, losses, costs, fines and damages (including

attorney fees) and causes of action of every kind and character that may arise by reason of any use of said VEHICLE, while the vehicles are titled to the School District to the extent permissible by law. This section is not intended to waive the provisions of Section 768.28, Fla. Stat.

6. The School District agrees to provide and pay all costs associated with the maintenance, repair and servicing of the VEHICLE.
7. This AGREEMENT shall take effect upon approval of the SHERIFF and The School District.

ATTEST:

RIC L. BRADSHAW, SHERIFF
PALM BEACH COUNTY, FLORIDA

BY: _____

BY: _____

Or his designee

ATTEST:

School District of Palm Beach County

BY: _____

BY: _____

*Reviewed by
Khalid
3/21/13*