

AGENDA ITEM SUMMARY

Meeting Date: June 19, 2012

[X] Consent

[] Regular

[] Public Hearing

Department:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a Donation Agreement with Gulfstream Goodwill Industries, Inc., a Florida not for profit 501(c)(3) corporation, (Goodwill) for the County's donation of a: (i) GMC 4500 Box Truck; (ii) Ford E350 - 12 passenger van; and (iii) Carter Hoffman Heated Food Cart for use in providing services to the County's Homeless Resource Center n/k/a the Senator Philip D. Lewis Center (Lewis Center); and

B) a Bill of Sale to transfer title to the following equipment: (i) GMC 4500 Box Truck - VIN J8DC4B14527001474; (ii) Ford E350 - 12 passenger Van - VIN 1FBNE3BL5CDA42701; and (iii) Carter Hoffman Heated Food Cart - Serial No. 227613 27080 2020 35 B14.

Summary: On May 1, 2012, the Board of County Commissioners approved a Contract For Services (Contract) with Goodwill (R2012-0612) whereby Goodwill will serve as the lead facility operator at the Lewis Center, and provide various support services including transportation services. In order to carry out the transportation services, the Contract required that the County provide Goodwill with the use of a box truck and a passenger van. Instead of entering into a use agreement with Goodwill for the box truck and the passenger van, the County determined that it was in the County's best interest to transfer title to the equipment in order to reduce the County's potential liability from Goodwill's use of the equipment. This item authorizes the County to donate: (i) the used GMC 4500 Box Truck, together with the new Carter Hoffman Heated Food Cart to be used for non-passenger purposes and (ii) the new Ford E350 - 12 passenger van to be used for conducting travel related services for clients at the Lewis Center. The Donation Agreement provides that: (i) the County transfer title and possession of the equipment by no later than June 29, 2012; (ii) Goodwill accept the equipment in "as is" condition; and (iii) the County pay for all transfer costs estimated to be less than \$200. The Donation Agreement also provides that Goodwill shall: (i) only use the equipment for providing services set forth in the Contract; (ii) repair and maintain the equipment at its sole cost and expense; (iii) assume the entire risk of loss and damage to the equipment and (iv) offer the transfer of title to the equipment back to the County in the event Goodwill no longer needs the equipment to provide the required services to the Lewis Center or if the Contract has expired/terminated. **(FDO Admin) Countywide (TKF)**

Background and Justification: On May 1, 2007, the Board of County Commissioners established the Homeless Advisory Board to develop a Ten-Year Plan to End Homelessness in Palm Beach County (Ten-Year Plan). The BCC formally adopted the Ten-Year Plan in September 2008. Development of a homeless resource center is one of the Action Steps of the Ten-Year Plan. The Lewis Center in West Palm Beach is the first such facility to be developed as part of an envisioned countywide network of homeless resource centers. Homeless individuals and families will be referred to the Lewis Center from community navigation points and, over the course of not more than ninety (90) days, will receive a diverse offering of high quality services from three (3) community agencies, assisting clients in ending their homelessness. Services will be available to Palm Beach County's homeless adults and families on a 24-hour basis, 365 days per year.

Attachments:

1. Donation Agreement
2. Bill of Sale

Recommended By:

Department Director

Date _____

Approved By:

County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$200</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$200</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes XX No _____

Budget Account No: Fund 3804 Dept 411 Unit B452 Object 3401

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

As part of the HRC Project Budget – FFE (Furniture, Fixtures & Equipment) Line the County purchased the new Ford E350 12 passenger van for a purchase price of \$22,685. The used 2002 GMC 4500 Box Truck was previously assigned to Community Services but then turned in as surplus when no longer required by Head Start. The box truck has been modified for Goodwill's use on behalf of the Lewis Center by the installation of \$10,701.99 worth of improvements also funded by the HRC Project Budget – FFE Line. The Carter Hoffman Heated Food Cart installed in the box truck was assigned to the Central Detention Center and is no longer in use at that facility.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Barbara Wheeler 6-15-12
for Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

DONATION AGREEMENT

This Donation Agreement (the "Agreement") is made and entered into _____ by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Gulfstream Goodwill Industries, Inc., a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1197040 ("Agency").

WITNESSETH

WHEREAS, the County has established a Homeless Resource Center ("HRC") at 1000 45th Street in the City of West Palm Beach; and

WHEREAS, the Agency has agreed to serve as the lead facility operator of the HRC, pursuant to the terms of the Contract For Services (R2012-0612) ("Operator Agreement"); and

WHEREAS, the County owns the following equipment that it is willing to donate to the Agency for use by the Agency in providing the services set forth in the Operator Agreement: (i) a GMC- 4500-Box Truck with VIN J8DC4B14527001474 ("Box Truck"), which is improved with a heated food cart with Serial No. 227613 27080 2020 35 B14 ("Cart") and (ii) a Ford E350 12 Passenger Van with VIN 1FBNE3BL5CDA42701 ("Van") (the Box Truck, Cart and Van shall hereinafter be referred to collectively as the "Equipment"); and

WHEREAS, the County agrees to donate the Equipment and the Agency agrees to accept the Equipment according to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Agreement to Donate. County hereby agrees to donate and Agency agrees to accept the Equipment in accordance with the terms of this Agreement.
3. Condition of Equipment. The Agency certifies that the Agency has inspected the Equipment and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any. The Agency further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Equipment including, without limitation, any relating to the physical condition of the Equipment, or the suitability of the Equipment for Agency's intended use of the Equipment. No repair work to the Equipment is required to be done by County as a condition of this Agreement. Agency certifies that Agency shall use the Equipment in a safe and appropriate manner and for its intended purpose.

4. Transfer of Title to the Agency. The County shall transfer title to the Equipment and deliver the bill of sale within ten (10) days of the Effective Date of this Agreement or at such earlier date as is mutually agreed upon by the parties.

The following are additional details of closing:

A. Time and Place: The closing shall take place at the Department of Facilities Development & Operations at 2633 Vista Parkway, West Palm Beach Florida.

B. Conveyance/Possession: At closing, the County shall deliver to the Agency: (i) a fully executed and acknowledged, as required, Bill of Sale which shall be in the form attached hereto as Exhibit "A"; (ii) a valid title conveying the Box Truck; (iii) a valid title conveying the Van; and (iv) full, complete and exclusive possession of the Equipment. The Agency shall be responsible for picking up and transporting the Equipment from 2601 Vista Parkway, West Palm Beach, Florida.

C. Expenses: The County will reimburse the Agency for the cost of transferring title of the Equipment to the Agency within 14 days of County's receipt of an Invoice from the Agency, together with supporting documentation, which must be satisfactory to the County in its sole discretion. The Agency shall be responsible for the payment of any other costs associated with the transfer of title to the Equipment, including but not limited to registration fees and applicable taxes.

5. Use Restriction. The Agency shall use the Equipment solely for providing the services set forth in the Operator Agreement and shall not use, permit or suffer the use of the Equipment for any other business or purpose whatsoever.

6. Maintenance and Repair. Agency shall keep the Equipment, in good condition and repair, at Agency's sole cost and expense.

7. Risk of Loss and Damage. The Agency assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of the Agency under this Agreement. In the event of loss or damage of any kind whatsoever to the Equipment, Agency shall, at County's option: (i) repair the Equipment, at its sole cost and expense, so that it is in good repair, condition and working order, or (ii) pay to the County the full replacement cost of the Equipment without deduction for depreciation. Notwithstanding the foregoing, if the loss or damage is to the Box Truck and the County exercises its option as set forth in (ii) above then the Agency shall only be responsible for payment to the County of the surplus value of the Box Truck.

8. Transfer of Title to the County.

8.01. If during the term of the Operator Agreement, the Equipment or a portion thereof, is no longer needed by the Agency to provide the services required by the Operator Agreement then the Agency shall ask the County whether it wishes to take possession of the Equipment that it no longer needs, and the County shall have fourteen (14) days to decide whether it wants such Equipment. If the County declines the offer of the Equipment then the Agency shall no longer be obligated to transfer title of the particular piece(s) of Equipment that it offered to the County. If the County decides to take possession of the Equipment, Agency shall transfer title to the

Equipment and deliver the bill of sale within fourteen (14) days of the County's notice to Agency or at such earlier date as is mutually agreed upon by the parties.

8.02. Immediately upon the expiration or early termination of the Operator Agreement, the Agency shall ask the County whether it wishes to take possession of the Equipment that it had not previously offered to transfer to the County, pursuant to Section 8.01, and the County shall have fourteen (14) days to decide whether it wants such Equipment. If the County declines the offer of the Equipment then the Agency shall no longer be obligated to transfer title of such Equipment that it offered to the County. If the County decides to take possession of the Equipment, Agency shall transfer title to the Equipment and deliver the bill of sale within fourteen (14) days of the County's notice or at such earlier date as is mutually agreed upon by the parties.

8.03. If the County decides to take possession of the Equipment as set forth in Section 8.01 and/or 8.02, Agency shall transfer title to the Equipment and deliver the bill of sale in accordance with the following:

A. Time and Place: The closing shall take place at the Department of Facilities Development & Operations at 2633 Vista Parkway, West Palm Beach Florida.

B. Conveyance: At closing, the Agency shall deliver to the County in connection with a portion or all of the Equipment, as applicable: (i) a fully executed and acknowledged, as required, Bill of Sale which shall be in the form attached hereto as Exhibit "B"; (ii) a valid title conveying the Box Truck; (iii) a valid title conveying the Van; and (iv) full, complete and exclusive possession of the Equipment. The Agency shall deliver the Equipment to 2601 Vista Parkway, West Palm Beach, Florida.

C. Expenses: The Agency will pay for all costs associated with the transfer of title to the County.

9. Indemnification of County. Agency shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, including attorney fees and costs, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of this Agreement; the use by Agency of the Equipment or any part thereof; or any act, error or omission of Agency, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Agency or by Agency against any third party, then Agency shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. Agency recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Agency's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida.

10. Governmental Regulations. Agency shall, at Agency's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Agency or its use of the Equipment, and shall faithfully observe in the use of the Equipment all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Agency's use of the Equipment. Agency shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Agency's failure to perform its obligations specified in this Section.

11. Default. The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party fifteen (15) days written notice to cure the default. In the event the defaulting party fails to cure the default within the fifteen (15) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any or specific performance.

12. Notice. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to the County at: Palm Beach County
Facilities Development & Operations Department
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: 561-233-0206

With a copy to: County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax: 561-355-4398

If to the Agency at: Gulfstream Goodwill Industries, Inc.
Attn: Marvin Tanck, Director and CEO
1715 East Tiffany Drive
West Palm Beach, Florida 33407
Fax: 561- 848-0346

Any party may from time to time change the address at which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

13. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

14. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

15. WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS AGREEMENT.

16. Remedies. No remedy set forth in this Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. No Recording. Neither this Agreement nor any memorandum or short form hereof, shall be filed in the Public Records of Palm Beach County, Florida.

18. Captions. The captions and section designations appearing in this Agreement are for convenience only, and shall not be considered in interpreting this Agreement.

19. Severability. In the event that 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 and the same shall remain in full force and effect.

20. Assignment. Neither County nor Agency may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld in such party's sole and absolute discretion.

21. Time of Essence. Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. EST of the next business day.

22. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

23. Survival. The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

24. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

25. Entire Agreement. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Agency unless reduced to writing and signed by them.

26. Effective Date. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

27. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Office of the Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Licensee, its officers, agents, employees, and lobbyists in order to ensure compliance with the agreement specifications and to detect waste, corruption and fraud.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Kathy Griffis
Witness Signature

Kathy Griffis
Print Witness Name

Kathryn Spencer
Witness Signature

Kathryn Spencer
Print Witness Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

AGENCY:

GULFSTREAM GOODWILL
INDUSTRIES, INC., a not-for-profit corporation

By: Marvin A. Tanck
Marvin A. Tanck, CEO and
Executive Director

(SEAL)

COUNTY:

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Shelley Vana, Chair

APPROVED AS TO TERMS AND
CONDITIONS

By: Army Wong
Department Director

Exhibit "A"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Palm Beach County**, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, FL 33401, party of the first part, for and in consideration of the sum of TEN AND NO/100'S (\$10.00) DOLLARS, in lawful money (and other good and valuable considerations) to it paid by **Gulfstream Goodwill Industries, Inc.**, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1197040, party of the second part, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, its successors and assigns, all those certain goods described as follows:

1. GMC- 4500-Box Truck with VIN J8DC4B14527001474;
2. Carter Hoffman Heated Food Cart Model # TH-15 with Serial #227613 27080 2020 35 B14;
and
3. Ford - E350 - 12 Passenger Van with VIN 1FBNE3BL5CDA42701.

TO HAVE AND TO HOLD the same unto the party of the second part, forever.

THE DESCRIBED PROPERTY IS SOLD "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITIONS OF SUCH PROPERTY. BY ACCEPTING THIS BILL OF SALE, PARTY OF THE SECOND PART REPRESENTS THAT PARTY OF THE SECOND PART HAS PERSONALLY INSPECTED THE DESCRIBED PROPERTY AND ACCEPTS THE PROPERTY "AS IS".

IN WITNESS WHEREOF, the party of the first part has set its hand and seal this

Signed, sealed and delivered
in the presence of:

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

Exhibit "B"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Gulfstream Goodwill Industries, Inc., a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1197040, party of the first part, for and in consideration of the sum of TEN AND NO/100'S (\$10.00) DOLLARS, in lawful money (and other good and valuable considerations) to it paid by Palm Beach County, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, FL 33401, party of the second part, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, its successors and assigns, all those certain goods described as follows:

1. GMC- 4500-Box Truck with VIN J8DC4B14527001474;
2. Carter Hoffman Heated Food Cart Model # TH-15 with Serial #227613 27080 2020 35 B14; and
3. Ford E350 - 12 Passenger Van with VIN 1FBNE3BL5CDA42701.

TO HAVE AND TO HOLD the same unto the party of the second part, forever.

And the party of the first part, hereby covenants and warrants to and with the party of the second part, that party of the first part is the lawful owner of the said goods; that said goods are free from all liens and encumbrances; that party of the first part has good right to sell the same as aforesaid; and that party of the first part will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has set its hand and seal this ____ day of _____, ____.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

AGENCY:
GULFSTREAM GOODWILL INDUSTRIES, INC.

By: _____
Marvin A. Tanck, CEO and Executive Director

(SEAL)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, ____
by _____, on behalf of Gulfstream Goodwill, Industries, Inc. He/She is personally
known to me or has produced _____ as identification and did not take an oath.

Notary Public, State of Florida
Print Name: _____
My commission expires: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Palm Beach County**, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, FL 33401, party of the first part, for and in consideration of the sum of TEN AND NO/100'S (\$10.00) DOLLARS, in lawful money (and other good and valuable considerations) to it paid by **Gulfstream Goodwill Industries, Inc.**, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1197040, party of the second part, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, its successors and assigns, all those certain goods described as follows:

1. **GMC- 4500-Box Truck with VIN J8DC4B14527001474;**
2. **Carter Hoffman Heated Food Cart Model # TH-15 with Serial #227613 27080 2020 35 B14;**
and
3. **Ford - E350 - 12 Passenger Van with VIN 1FBNE3BL5CDA42701.**

TO HAVE AND TO HOLD the same unto the party of the second part, forever.

THE DESCRIBED PROPERTY IS SOLD "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITIONS OF SUCH PROPERTY. BY ACCEPTING THIS BILL OF SALE, PARTY OF THE SECOND PART REPRESENTS THAT PARTY OF THE SECOND PART HAS PERSONALLY INSPECTED THE DESCRIBED PROPERTY AND ACCEPTS THE PROPERTY "AS IS".

IN WITNESS WHEREOF, the party of the first part has set its hand and seal this

Signed, sealed and delivered
in the presence of:

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

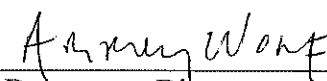
By: _____
Shelley Vana, Chair

(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Assistant County Attorney

By:  _____
Department Director

REQUEST TO TRANSFER ASSET TO FIXED ASSETS MGT OFFICE
PALM BEACH COUNTY

OFMB/FINANCIAL MANAGEMENT DIVISION
FIXED ASSETS MANAGEMENT OFFICE
FORM #2

DEPARTMENT/DIVISION NAME FD&O, FLEET MANAGEMENT				CUSTODIAN CODE 4457		DATE 06/08/2012	
ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z# ASSIGNED	ASSIGNED TO INV STORE SCRAP	
10109815	Heated Food Cart	4	2				
10133106	2002 Box Truck, 14 - 16,000 GVWR w/Liftgate	4	2				
10186222	2012 Van, 12 Passenger	4	2				

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

COMMENTS: (details on Reason 4 transfers, trade-ins, scrapping and thefts required here)

10133106 2002 GMC Food Delivery Box Truck
10186222 2012 Ford E350 1 ton Van, 12 Pass.
10109815 1992 Hoffman Heated Food Cart
(Serial # To Be Verified)

TO BE TRANSFERRED TO GOODWILL PER AGENDA ITEM 3H-2

REQUESTED BY-ORIGINATING DEPARTMENT		APPROVAL-FIXED ASSETS MANAGEMENT OFFICE	
ORIGINATOR	DATE 6/8/12	INVENTORY OFFICER	DATE
INVENTORY OFFICER	DATE	WAREHOUSE	DATE 6/15/12
CUSTODIAN	DATE 6-8-12		