

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 2, 2020	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A. Approve a Donation Agreement (Donation Agreement) with Gulfstream Goodwill Industries, Inc., a Florida not for profit 501(c)(3) corporation (Goodwill) for the County's donation of a 2019 Club Car Utility Cart (Utility Cart) for use in providing services to the County's emergency homeless shelter (EHS).

B. Authorize County Administrator or designee, which in this case shall be the Director Facilities Development & Operations, to execute a Bill of Sale transferring title of the Cart from the County to Goodwill.

Summary: On April 14, 2020, the Board of County Commissioners approved a Contract for Provision of Services (Operating Agreement) with Goodwill (R2020-0388) whereby Goodwill will provide temporary emergency shelter assistance to the homeless residents of Palm Beach County. The Donation Agreement authorizes the County to donate a Utility Cart to Goodwill to facilitate Goodwill's and the County's contracted security provider's provision of services at the EHS. The Utility Cart has a surplus value of \$8087. The Donation Agreement provides that: (i) the County transfer title and possession of the Utility Cart within 10 days and (ii) Goodwill accepts the Utility Cart in "as-is" condition. The Donation Agreement also provides that Goodwill shall: (i) only use the Utility Cart for providing services at the EHS; (ii) repair and maintain the Utility Cart at its sole cost and expense; (iii) assume the entire risk of loss and damage to the cart and (iv) offer to transfer title to the Utility Cart back to the County in the event Goodwill no longer needs the cart to provide services at the EHS or upon the termination of the Operating Agreement. The capital project budget approved by the BCC on April 14, 2020 for the EHS will be the funding source for surplus value payment to Fleet Management. **(FDO Admin) Countywide (LDC)**

Background and Justification: On February 25, 2020, the Board of County Commissioners (BCC) approved the Operating Agreement with Goodwill for the EHS. The EHS will expand shelter and housing opportunities for the homeless in John Prince Park and other locations utilizing a housing focused model similar to the successful Senator Phillip D. Lewis Homeless Resource Center and the future Homeless Resource Center 2. Under the Donation Agreement, the County will donate to Goodwill a utility cart for use in the operations of the EHS.

Attachments:

1. Donation Agreement
2. BAS

Recommended By:	 Department Director	5/17/2020 Date
Approved By:	 County Administrator	5/25/2020 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$8,087				
Operating Costs					
External Revenues	(\$8,087)				
Program Income					
(County)					
In-Kind Match (County					
NET FISCAL IMPACT	\$0				
# ADDITIONAL FTE					
POSITIONS					
(Cumulative)					

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

Budget Account

No:

Fund 3900 Dept 141 Unit 1223 Object 4907
Fund 5000 Dept 410 Unit 7250 Revenue Source 6440

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

The capital project budget approved by the BCC on April 14, 2020 for the EHS will be the funding source for surplus value payment to Fleet Management.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB KP LM
5/14 5/14

Contract Development and Control 5/18/2020

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 an emergency homeless shelter (EHS) at 673 Fairgrounds Road, Buildings R, S, and U, West Palm Beach Florida; and

WHEREAS, the Agency has agreed to serve as the lead facility operator of the EHS, pursuant to the terms of the "Contract for Provision of Services" approved by the Board of County Commissioners on April 7, 2020 (R2020-0388) (hereinafter "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: 2019 Club Car Utility Cart Model Precedent I2L Serial No. JH1930990538 ("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) 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 shall be responsible for the payment of costs associated with the transfer of title, if any, to the Equipment, including but not limited to registration fees and applicable taxes, if any.

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. The Agency shall develop a plan describing the use of the Equipment, including how the Equipment will be used by the County's contracted security firm which use will be at no cost to the contracted security firm. The Agency shall provide a copy of this equipment use plan to the County upon County's request.

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.

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" and (ii) 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, if any, 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 required in this Contract shall be sent by Certified Mail, Return Receipt Requested, hand delivery or other delivery service requiring signed acceptance, and if sent to the COUNTY shall be mailed to:

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

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

If to the Agency shall be mailed to:
Katherine Hammer, Assistant VP of Homeless & Residential Services
Gulfstream Goodwill Industries, Inc.
1000 45th Street
West Palm Beach, FL 33407

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 County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Agency warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Agency represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Agency shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of sub-contractors, vendors, suppliers, or commercial

customers, nor shall the Agency retaliate against any person for reporting instances of such discrimination. The Agency shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Agency understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Agency shall include this language in its sub-contracts.

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. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision 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.

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 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

28. Access and Audits. The Agency shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years

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after completion of this Agreement, or until resolution of any audit findings and/or recommendations. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Agency's place of business.

29. Availability of Funds. The obligations of the County under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

30. Article 30- Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Agency: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Agency shall comply with the requirements of Section 119.0701, F. S., as it may be amended from time to time. The Agency is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Agency further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Agency does not transfer the records to the public agency.
- D. Upon completion of the Contract the Agency shall transfer, at no cost to the County, all public records in possession of the Agency unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically by the Agency must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Agency to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Agency acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

COUNTY:

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

By: _____
Dave Kerner, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Department Director

WITNESSES:

Witness Signature

Karen Davidson
Print Witness Name

Witness Signature

Laura Contrera
Print Witness Name

AGENCY:

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

By: _____

Name and Title Printed: _____
President/CEO
(SEAL)

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:

2019 Club Car Utility Cart Model Precedent I2L Serial No. JH1930990538

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 _____.

WITNESS:

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

By: _____
FDO Fiscal

By: _____
Audrey Wolf, FDO 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:

2019 Club Car Utility Cart Model Precedent I2L Serial No. JH1930990538

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: _____

Signature

Print Name:

Print Title:

(SEAL)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ____physical presence OR ____online notarization 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: _____

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/12/2020

REQUESTED BY: Karyn Sykes

PHONE: 561-233-2011

PROJECT TITLE: Golf Cart for Lewis Center Annex
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

IST PLANNING NO.:

REQUESTED AMOUNT: \$8,087.00

BCC RESOLUTION#:

CSA or CHANGE ORDER NUMBER:

DATE:

LOCATION: Lewis Center Annex

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION: Golf Cart for Lewis Center Annex

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

OUTSIDE VENDOR	\$8,087.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$8,087.00

** By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.*

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND:	DEPT:	UNIT:	OBJ:
3900	141	1223	4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

<input checked="" type="checkbox"/> Ad Valorem (Amount \$ _____)	Infrastructure Sales Tax (Amount \$ _____)
State (source/type: _____ Amount \$ _____)	Federal (source/type: _____ Amount \$ _____)
Grant (source/type: _____ Amount \$ _____)	Impact Fees: (Amount \$ _____)
Other (source/type: _____ Amount \$ _____)	

Department: FD&O

BAS APPROVED BY: 

DATE 5/12/2020

ENCUMBRANCE NUMBER: _____

ATTACHMENT **2**