

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: June 21, 2011 Consent Regular
 Ordinance Public Hearing
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Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Approve an Agreement with United Way of Palm Beach County (United Way) as the Lead Agency and Gulfstream Goodwill Industries (Goodwill) as the Primary Support Agency for the Volunteer and Donation Unit beginning June 21, 2011. The Agreement will be a permanent working relationship and mutual assistance between United Way, Goodwill and County thereafter unless otherwise notified by United Way, Goodwill and/or the County.

Summary: The Department of Public Safety is responsible for ensuring the Volunteer and Donation Unit is fully capable of supplementing disaster management manpower with volunteers who can assist with response, recovery, donations and in-kind goods. UWPBC is identified as the Lead Agency for the Volunteer and Donation Unit; managing the volunteer and cash donation components and Gulfstream Goodwill Industries is identified as the Support Agency for the Volunteer and Donation Unit; providing the warehousing management and in-kind donations component. All costs associated with the Volunteer and Donation Unit will be reimbursed using Federal Emergency Management Agency (FEMA) reimbursement protocol. Any costs that are not reimbursed by FEMA will be reimbursed by the County. The agreement does not provide a disclosed amount for reimbursement due to the uncertainty of the level of impact a disaster can have on Palm Beach County. **Countywide (GB)**

Background and Policy Issues: United Way of Palm Beach County has been an integral non-profit partner with Palm Beach County for many years as the Volunteer and Donation Unit. Costs to the County have been minimal due to FEMA predominately covering costs associated with staffing, logistics and management needs during times of activation.

Attachment

- 1) Agreement Between United Way, Goodwill and County

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Recommended by: *Vincent J. Bouvento* 6/1/11 Date
 Department Director
Approved By: *Vincent J. Bouvento* 6/1/11 Date
 Assistant County Administrator
=====

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	* _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund 0001 Department 660 Unit 7150 Object 3401

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

*The fiscal impact is indeterminable at this time and ultimately depends on reimbursable costs from FEMA for the period of activation requiring the actual services of the Volunteer and Donation Unit. The County will reimburse the United Way of Palm Beach County and Goodwill from invoices and supporting documentation reflecting the allowable costs incurred as identified in the contract only after all attempts to be reimbursed by FEMA have been exercised. These costs will be absorbed through the Public Safety Department's operating budget during periods of activation.

Departmental Fiscal Review: Stephanie Sepoka

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 OFMB
 SD 4/4/11
 6/10/11
 6/13/11
 AD

 Contract Administration

B. Legal Sufficiency:

 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

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

**Agreement Between
United Way of Palm Beach County, Inc.,
Gulfstream Goodwill Industries and
Palm Beach County Board of County Commissioners (BCC)**

This agreement is made as of the ____ day of _____, 2011 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and the United Way of Palm Beach County, Inc. a not for profit organization authorized to do business in the State of Florida, hereinafter referred to as United Way, whose Federal I.D. is 59-0683258 and Gulfstream Goodwill Industries, a not for profit organization authorized to do business in the State of Florida, hereinafter referred to as Goodwill, whose Federal I.D. is 59-1197040.

WHEREAS, United Way of Palm Beach County, Inc., (United Way), Gulfstream Goodwill Industries, Inc., (Goodwill), and COUNTY are committed to the welfare of the residents of Palm Beach County; and

WHEREAS, United Way, Goodwill, and COUNTY have a longstanding partnership in service to the community; and

WHEREAS, COUNTY is the first line of response in disasters affecting the County through its Emergency Operations Center (EOC); and

WHEREAS, as required by 9G-6.0023 (Florida Administrative Code), the Palm Beach County Comprehensive Emergency Management Plan assigns lead and support responsibilities for agencies and personnel that coordinate with the emergency support functions (ESFs) outlined in the State of Florida Comprehensive Emergency Management Plan (CEMP) and the National Response Framework (NRF); and

WHEREAS, United Way and Goodwill are committed to providing staffing, facilities, financial and administrative services through collaboration with its supporting partners in all practical ways to support COUNTY in any major emergency or disaster.

Now therefore, the parties agree to the following:

Article 1. PURPOSE

The purpose of this agreement is to strengthen the working relationship, mutual assistance, and support mechanisms between United Way, Goodwill and COUNTY through COUNTY'S Public Safety Department's Emergency Management Division. In the event of a disaster, United Way will operate as the Lead Agency and Goodwill as the primary support agency for the Volunteer and Donation Unit, Emergency Support Function (ESF) #15, as outlined in the 2010 Palm Beach County Comprehensive Emergency Management Plan (CEMP). This document is intended to outline specific expectations, roles, and responsibilities of these three organizations as they cooperate in meeting the community's needs for volunteer recruitment, assignment, in-kind goods/donations management, distribution and recognition as related to disasters.

Article 2. DEFINITIONS

Disaster: For the purposes of this agreement, a disaster is defined as any occurrence of widespread or severe damage, injury, or loss of life or property resulting from a natural, technological, or manmade incident, including but not limited to earthquake, explosion, fire, flood, high water, hostile actions, hurricanes, landslide, mudslide, storms, tidal wave, tornado, wind-driven water, or other disasters. A disaster includes an event in which a community or organization undergoes severe danger and incurs, or is threatened to incur, such losses to persons and/or property where the resources available are exceeded.

Emergency: An unexpected situation or event, which places life and/or property in danger and requires an immediate response to protect life and property. Examples of an emergency may include fires; explosions; chemical, biological, environmental, and radiation incidents; bomb threats; civil disturbances; medical emergencies; natural disasters; structural failures; and accidental or human-generated disasters. Any aircraft crash, hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe which requires emergency

assistance to save lives and protect public health and safety or to avert or lessen the threat of a major disaster.

Lead Agency: An Emergency Support Function (ESF) lead agency is an agency or organization with significant authorities, roles, resources, or capabilities for a particular incident management function. The ESF lead agency is the entity with management oversight for that particular ESF. The lead agency has ongoing responsibilities throughout the preparedness, response, and recovery phases of incident management. The lead agency has the responsibility of coordinating all support agencies to ensure that missions are accomplished and resources are maximized.

Primary Support Agency: An Emergency Support Function (ESF) primary support agency is an agency or organization with significant function(s) and with particular authorities, roles, resources, or capabilities for an incident management function. The ESF primary support agency is the entity with specific management for a particular function(s) within the ESF. The primary support agency has ongoing responsibilities throughout the preparedness, response, and recovery phases of incident management.

Spontaneous or Unaffiliated Volunteer: A spontaneous or unaffiliated volunteer is an individual not associated with a formal disaster response agency who offers to volunteer in response to a particular emergency situation.

Donation Management Center: A warehouse facility where donated goods are collected, sorted, inventoried, and distributed to agencies participating in disaster response, relief, and recovery efforts; as well as to disaster survivors.

Virtual Warehouse: a website feature that enables donors and nonprofits to give and receive goods online. Individuals can donate goods online to specific nonprofit organizations and causes. Only accredited 501(c)(3) nonprofits can claim posted items. Donors can post goods belonging to different categories such as books, clothing, furniture, household goods, and school supplies. By default, postings are anonymous, assuring that the donor's identity is protected. Nonprofit organizations can browse the virtual warehouse to find goods they need. Donors can have the option to contact the nonprofit organization that claimed a donation.

Article 3. CONCEPT OF OPERATION

When the County's Public Safety Department's Emergency Management Division has received notification that a threat or event has occurred which could require the implementation of the CEMP and activation of the EOC, each agency with responsibility for a respective emergency support function or Incident Command System (ICS) component of the Palm Beach Emergency Response Team will begin mobilization in accordance with the CEMP and their respective coordinating procedures. Stakeholders should plan on staffing the EOC to the appropriate activation level within two (2) hours of the activation notification.

Upon activation, United Way and Goodwill will staff the Volunteer and Donation Unit desk, as detailed in both the Logistics Coordinating Procedures and the Volunteer and Donation Unit Coordinating Procedures. United Way will proceed to recruit volunteers, match these convergent volunteers to appropriate tasks and maintain accurate records of volunteers referred. Goodwill will proceed to coordinate in-kind disaster management donations and match these goods and donations to appropriate needs/missions and maintain accurate records related to in-kind donation management.

In the event of a catastrophic disaster, where the need for large numbers of volunteers has been identified, United Way shall establish a Volunteer Reception Center (VRC) to facilitate the timely recruitment and referral of volunteers where necessary in COUNTY and/or other neighboring counties, upon request and as resources permit. Goodwill will coordinate with United Way to facilitate the timely recruitment and referral of volunteers where necessary in COUNTY and/or other neighboring counties, upon request and as resources permit to carry out all tasks associated with warehousing, virtual warehousing and in-kind donation collection and distribution.

Each party to this agreement is separate and independent from the other party. As such, each party retains its own identity in providing service and each is responsible for establishing its own policies. This agreement does not create a partnership or a joint venture, and neither party has the authority to bind the other.

Article 4. UNITED WAY RESPONSIBILITIES:

- 1) Serve as the designated lead agency for the Volunteer and Donation Unit. Any volunteers recruited, matched, referred and staffed by United Way shall not be COUNTY Volunteers.

- 2) Ensure the fulfillment of the Volunteer and Donation Unit operational responsibilities outlined in the coordinating procedures including the following responsibilities of an ESF lead agency:
 - a) Coordination before, during, and after an incident, including pre-incident planning and coordination.
 - b) Maintaining on-going recruitment and contact with unit support agencies (e.g., private, non-profit corporations, non-governmental organizations, faith-based organizations, etc.).
 - c) Conducting periodic unit meetings and conference calls to ensure operational readiness.
 - d) Staffing the EOC upon activation and ensure 24-hour staffing coverage based on the level of activation; providing staff for the operations functions at fixed and field facilities, as needed.
 - e) Notifying and requesting assistance from support agencies – maintaining a roster or database of all lead agency contact persons, making necessary notifications, activating support agencies as necessary, and maintaining ongoing communications to support mission assignments.
 - f) Maintaining a listing of all available resources.
 - g) Maintaining, reviewing, and exercising the unit coordinating procedures and relevant policies and procedures to allow for the efficient and effective implementation of the unit’s mission in collaboration with the Palm Beach County Emergency Operations Center.
 - h) Coordinating efforts with corresponding private-sector, volunteer, and non-governmental organizations.
 - i) Managing mission assignments and coordinating with support agencies, as well as appropriate government officials, operations centers, and agencies.
 - j) Serve as a communication link between the unit agencies and the COUNTY EOC, the State EOC Volunteer and Donation Unit, and federal volunteer and donations liaisons regarding Volunteer and Donation Unit operational responsibilities.
 - k) Working with appropriate private-sector organizations to maximize use of all available resources.
 - l) Supporting and keeping other unit and organizational elements informed of Volunteer and Donation Unit operational priorities and activities.
 - m) Conducting situational and periodic readiness assessments.
 - n) Ensuring financial and property accountability for unit activities.
 - o) Planning for short- and long-term incident management and recovery operations.
 - p) Maintaining trained personnel to support interagency emergency response and support teams.
 - q) Identifying new equipment or capabilities required to prevent or respond to new or emerging threats and hazards, or to improve the ability to address existing threats.
- 3) Managing and coordinating requests for volunteer resources and donated goods.
- 4) Referring unaffiliated volunteers to agencies that request volunteers, and contacting agencies to inquire if they have a need for volunteers. To the maximum extent possible, match volunteers with particular skills to areas where those skills are needed.
- 5) Direct affiliated/recognized disaster response groups to handle impacted areas, as determined by damage assessment reports;
- 6) Establishing and coordinating Volunteer Reception Centers in order to aid in the identification and management of volunteer resources.
- 7) Open and maintain a separate disaster relief fund in its financial accounting system in anticipation of any type of disaster that may impact Palm Beach County.
- 8) Maintain receipts/invoices pertaining to all dollars expended as the lead agency for the Volunteer and Donation Unit, pursuant to the Volunteer and Donation Unit coordinating procedures.
- 9) Distribute funds only to entities providing disaster relief missions in support of the COUNTY EOC incident action plan, such as United Way, Goodwill, partner agencies, non-profit corporations, municipal governments, recognized community/civic groups, and faith-based entities. Funding decisions will be based upon the recommendations and approval of the United Way Board of Directors or a subset thereof, and the COUNTY Administrator or designee.

Article 5. GOODWILL RESPONSIBILITIES:

- 1) Serve as primary support agency for the Volunteer and Donation Unit. . Any volunteers recruited, matched, referred and staffed by Goodwill shall not be COUNTY Volunteers.
- 2) Ensure the fulfillment of the Volunteer and Donation Unit operational responsibilities related to donation management in the coordinating procedures including the following responsibilities of an ESF primary support agency:
 - a) Coordination before, during, and after an incident, including pre-incident planning and coordination related to in-kind goods and donation management.
 - b) Maintaining on-going recruitment and contact with support staff to carry-out operational objectives.

- c) Staffing the EOC upon activation and ensure 24-hour staffing coverage based on the level of activation; providing staff for the operations functions at fixed and field facilities, as needed.
 - d) Maintaining a listing of all available resources.
 - e) Coordinating efforts with corresponding private-sector, volunteer, and non-governmental organizations.
 - f) Managing mission assignments and coordinating with appropriate agencies, as well as government officials and operations centers where applicable.
 - g) Working with appropriate private-sector organizations to maximize use of all available resources.
 - h) Supporting and keeping other units and organizational elements informed of volunteer and donation unit operational priorities and activities.
 - i) Ensuring financial and property accountability for unit activities.
 - j) Planning for short- and long-term incident management and recovery operations.
 - k) Maintaining trained personnel to support operational objectives.
- 3) Managing and coordinating requests for donated goods.
 - 4) Referring unaffiliated donated goods to requesting agencies via the EOC and contacting agencies to inquire if they have a need for in-kind donations. To the maximum extent possible, match needs with particular skills to areas where those skills are needed.
 - 5) Establishing and coordinating Donation Management Centers and a virtual warehouse in order to aid in the identification and management of donated resources.
 - 6) Open and maintain a separate financial account related to a disaster mission.
 - 7) Maintain receipts/invoices pertaining to all dollars expended as the primary support agency for donations pursuant to the Logistics Unit Coordinating Procedures.

Article 6. COUNTY RESPONSIBILITIES:

- 1) In the event of a disaster and activation of the Emergency Operations Center, provide United Way and Goodwill with two (2) seats at the Volunteer and Donation Unit table on the Operations Floor;
- 2) Allow United Way and Goodwill and their support agencies to conduct training and coordination meetings for the agencies and supporting agencies, as needed, during normal business hours, pursuant to Palm Beach County Emergency Management Division meeting policy.
- 3) Invite United Way and Goodwill and their support agencies to all disaster-related trainings, workshops, and conferences sponsored by the COUNTY or presented at the EOC;
- 4) Invite and encourage United Way and Goodwill to participate in all applicable disaster-related exercises presented at the EOC;
- 5) Maintain solid contact with United Way and Goodwill, as information is distributed, including but not limited to advisories, briefings, telephone conferences, etc.;
- 6) Publicize before and after any emergency or disaster in which the COUNTY EOC has been activated, through television and print media whenever appropriate, that United Way (Lead Agency) and Gulfstream Goodwill Industries, Inc. (Primary Support Agency) are the designated recipient of volunteers, dollar donations and in-kind goods donated from the public in response to said disaster;
- 7) Work with the Federal Emergency Management Agency (FEMA), in presidentially-declared disasters, to serve as the eligible applicant on behalf of United Way and Goodwill, in order to request public assistance reimbursement for the extraordinary costs associated with serving as a lead agency and primary support agency in the fulfillment of the Volunteer and Donation Unit operational responsibilities outlined in the Logistics Coordinating Procedures and the Volunteer and Donation Unit coordinating procedures. Examples of eligible costs include the following:
 - a) Overtime for regular full-time employees performing eligible work;
 - b) Regular time and overtime for extra hires specifically hired to provide additional support as a result of the emergency or disaster;
 - c) Leased or purchased equipment and supplies required for performing eligible work;
 - d) Temporary tents or leased temporary facilities to serve as volunteer reception centers or donations reception and/or distribution centers;
 - e) Security for temporary facilities;
- 8) Reimburse United Way and Goodwill all unreimbursed expenditures incurred by United Way or Goodwill over and above the cost of conducting its normal business operations in declared disasters within the COUNTY as they relate to the fulfillment of the Volunteer and Donation Unit operational responsibilities.

Article 7. INDEMNIFICATION

The United Way and Goodwill shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses,

expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the United Way and Goodwill during the performance of the United Way's and Goodwill's service under this agreement.

Article 8. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

Article 9. BILLING SCHEDULE:

Invoices received from United Way and Goodwill pursuant to this agreement will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the agreement. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Payments shall be sent to:

Chuck Anderson
President and Chief Executive Officer
United Way of Palm Beach County, Inc.
Countess Henrietta De Hoernle Community Campus
2600 Quantum Boulevard
Boynton Beach, Florida 33426
Attn: Volunteer and Donation Unit – Invoice Number _____

Or

Marvin Tanck
President and Chief Executive Officer
Gulfstream Goodwill Industries
1715 Tiffany Drive East
West Palm Beach, Florida 33407
Attn: Volunteer and Donation Unit – Invoice Number _____

ARTICLE 10. NONDISCRIMINATION

The United Way and Goodwill warrants and represents that 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 and expression.

Article 11. TERMS OF THE AGREEMENT

This agreement shall be effective from the date it has been executed by representatives of all parties. The contract will be automatically renewed, providing that funding is available, for increments of one (1) year terms thereafter, unless otherwise notified by the United Way, Goodwill, and/or the COUNTY within 30 days of a termination date. It is agreed that this agreement will be reviewed annually by all parties from the date of execution for modification as needed. It will be renewed annually thereafter by all parties, unless a revision is warranted due to a major policy change, a significant change in circumstances, or organizational relationships.

Article 12. AMENDMENTS TO THIS AGREEMENT

Any such changes that are mutually agreed upon by the parties to this understanding shall be incorporated herein by written modification to this agreement. No oral understanding or agreement shall be incorporated herein. It is also provided that this agreement may be renewed annually for subsequent year(s) upon notification by either party of the intent to do so no later than fifteen (15) days before the conclusion of the time period. It is incumbent upon all parties to monitor the understanding and ensure that it is renewed before the end of the period.

Article 13. TERMINATION

Notwithstanding any provisions of this agreement, either party may terminate this agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

Article 14. INSURANCE REQUIREMENTS

United Way and Goodwill agree to maintain, on a primary basis and at its sole expense, at all times during the life of this agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by United Way and Goodwill is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by United Way and Goodwill under this agreement.

Commercial General Liability - United Way and Goodwill agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Waiver of Subrogation - United Way and Goodwill agrees by entering into this agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit United Way and Goodwill to enter into an pre-loss agreement to waive subrogation without an endorsement, then United Way and Goodwill agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should United Way and Goodwill enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance - United Way and Goodwill agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder address shall read:

PALM BEACH COUNTY
c/o Public Safety Department
20 South Military Trail
West Palm Beach, FL 33415

Additional Insured - United Way and Goodwill agrees to endorse COUNTY as an Additional Insured with a **CG026 Additional Insured – Designated Person or Organization endorsement** to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

ARTICLE 15. AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 16. REMEDIES

This agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the agreement will be held in Palm Beach County. No remedy herein 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.

ARTICLE 17. INDEPENDENT CONTRACTOR RELATIONSHIP

The United Way and Goodwill are, and shall be, in the performance of all work services and activities under this agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this agreement shall at all times, and in all places, be subject to the United Way's and Goodwill's sole direction, supervision, and control. The United Way and Goodwill shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the United Way and Goodwill relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

Article 18. INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, 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 United Way of Palm Beach County and Gulfstream Goodwill Industries, 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 Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this agreement on behalf of the COUNTY and both United Way of Palm Beach County and Gulfstream Goodwill Industries have hereunto set their hands the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: _____

Deputy Clerk

By: _____

Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Vincent J. Bonvento

WITNESS (of the UNITED WAY):

Laura George
Signature

Laura George
Name (type or print)

[Signature]
Signature

Idel Lendeff GOES
Name (type or print)

UNITED WAY:

United Way of Palm Beach County
Company Name

[Signature]
Signature

Charles W. Anderson
Typed Name

President & CEO
Title

WITNESS (of the GOODWILL):

[Signature]
Signature

JOHN J. KNOX
Name (type or print)

[Signature]
Signature

Susan Bykofsky
Name (type or print)

GOODWILL:

Gulfstream Goodwill Ind. Inc.
Company Name

[Signature]
Signature

MARVIN A. TAWCK
Typed Name

President & CEO
Title

(corp. seal)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The NIA Group, a MMA Agency 1601 Belvedere Road Suite 300, East Tower West Palm Beach, FL 33406	CONTACT NAME: Laura DiPersico	
	PHONE (A/C, No, Ext): 561-209-1682	FAX (A/C, No): 866-795-1370
E-MAIL ADDRESS: ldipersico@niagroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insuranc		18058
INSURER B: CastlePoint National Insurance		40134
INSURER C: Lexington Insurance Company		19437
INSURER D:		
INSURER E:		
INSURER F:		

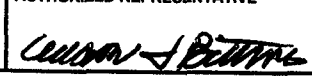
INSURED
 Gulfstream Goodwill Industries, Inc.
 1715 Tiffany Drive East
 West Palm Beach, FL 33407

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY		PHPK510072	12/28/2010	12/28/2011	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
						MED EXP (Any one person)	\$15,000	
						PERSONAL & ADV INJURY	\$1,000,000	
						GENERAL AGGREGATE	\$3,000,000	
						PRODUCTS - COM/POP AGG	\$3,000,000	
							\$	
A	AUTOMOBILE LIABILITY		PHPK510072	12/28/2010	12/28/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
A	UMBRELLA LIAB		PHUB293986	12/28/2010	12/28/2011	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$1,000,000	
							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WSRSWC000255041004	07/24/2010	06/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N				N / A	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000	
A	Professional		PHPK510072	12/28/2010	12/28/2011	\$1,000,000 Occurrence		
C	Property		02503161510030	05/31/2010	05/31/2011	\$1,000,000 Aggregate		
						\$31,576,751/Ded \$1,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Palm Beach County Board of County commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are added as Additional Insured for General Liability coverage only with respect to work performed by or on behalf of the Named Insured.

CERTIFICATE HOLDER Palm Beach County c/o Public Safety Department 20 South Military Trail West Palm Beach, FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seitlin 6700 N. Andrews Ave, Suite 300 Ft. Lauderdale FL 33309	CONTACT NAME: PHONE (A/C, No, Ext): (954) 938-8788 FAX (A/C, No): (954) 938-8566 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: General Ins. Co. of America</td> <td>24732</td> </tr> <tr> <td>INSURER B: American States Insurance Co.</td> <td>19704</td> </tr> <tr> <td>INSURER C: Technology Insurance Company</td> <td>42376</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: General Ins. Co. of America	24732	INSURER B: American States Insurance Co.	19704	INSURER C: Technology Insurance Company	42376	INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
INSURED United Way of Palm Beach County Inc 2600 Quantaum Blvd. Boynton Beach FL 33426															

COVERAGES **CERTIFICATE NUMBER:** Cert ID 26949 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			01CI29760920	12/4/2010	12/4/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COM/POP AGG \$ 3,000,000
							\$
B	AUTOMOBILE LIABILITY			01CI30002820	12/4/2010	12/4/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
<input type="checkbox"/> NON-OWNED AUTOS			\$				
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			01SU41634520	12/4/2010	12/4/2011	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3264940	12/4/2010	12/4/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
	Professional Liab.						E.L. DISEASE - POLICY LIMIT \$ 500,000
A				LP7739622A	12/4/2010	12/4/2011	\$1,000,000 Each Occurrence \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER Palm Beach County c/o Public Safety Department 20 South Military Trail West Palm Beach FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 