

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: **September 9, 2008**

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with The Salvation Army for the period September 9, 2008, through December 30, 2008, in an amount not-to-exceed \$6,000 for funding of after school programs.

**Summary:** This funding is to help offset costs for after school programs for children and youth held at the Salvation Army Northwest Community Center in West Palm Beach. The programs serve approximately 200 participants. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to January 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

**Background and Justification:** The Salvation Army is a not-for-profit organization which sponsors the Salvation Army Florida Divisional Headquarters and its Salvation Army programs throughout the State of Florida, including the Salvation Army Northwest Community Center in West Palm Beach. The Salvation Army Northwest Community Center's purpose is to serve the residents of West Palm Beach by offering recreational, educational, social, and community development activities to uplift and improve the participants' overall quality of life. The Northwest Community Center offers after school programs for children and youth including the Friday Night Live Program for teens, after school programs for children in grades K-5, and college tours to take high school students outside of the County to show them opportunities that may be available for higher education.

The total annual cost of the after school programs is approximately \$72,100 for utilities, staff, personnel costs, food, decorations, guest speakers, movie rental, sports equipment, youth scholarships, supplies, event shirts, entertainment, and other miscellaneous expenses related to the programs. The \$6,000 from RAP - District 7 will help offset a portion of these expenses. The Agreement has been executed on behalf of The Salvation Army, and now needs to be approved by the Board of County Commissioners.

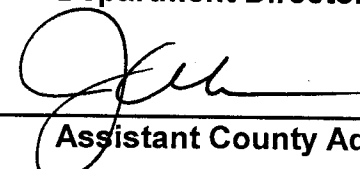
Attachment: Agreement

Recommended by:

  
Department Director

8/12/08  
Date

Approved by:

  
Assistant County Administrator

8/29/08  
Date



**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE SALVATION ARMY FOR  
AFTER SCHOOL PROGRAMS**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and The Salvation Army, a Foreign Non Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as "Salvation Army".

**W I T N E S S E T H:**

**WHEREAS**, Salvation Army is a not-for-profit organization which sponsors the Salvation Army Florida Divisional Headquarters and its Salvation Army programs throughout the State of Florida, including the Salvation Army Northwest Community Center; and

**WHEREAS**, the Salvation Army Northwest Community Center's purposes are to serve the residents of West Palm Beach by offering recreational, educational, social, and community development activities for the uplifting and improvement of the overall quality of life; and

**WHEREAS**, the Salvation Army Northwest Community Center offers After School Programs for children and youth including The Friday Night Live Program for teens, after school programs for children in grades K-5, and college tours to take high school students outside of the County to show them opportunities that may be available for them to achieve higher education; and

**WHEREAS**, the estimated cost of the after school programs (Programs) is approximately \$72,100 for utilities, staff/personnel costs, food, decorations, guest speakers, movie rental, sports equipment, youth scholarships, supplies, event shirts, entertainment, and other miscellaneous expenses associated with the Programs; and

**WHEREAS**, Salvation Army has requested that County provide \$6,000 to help offset the cost of expenses for the Programs; and

**WHEREAS**, funding to help offset Salvation Army's cost for the Programs in an amount not-to-exceed \$6,000 is available from the Recreation Assistance Program (RAP) – District 7; and

**WHEREAS**, after school, recreational programs, and educational programs for children and youth serve a public benefit; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$6,000 to Salvation Army to help offset costs for Programs for utilities, staff/personnel costs, food, decorations, guest speakers,

movie rental, sports equipment, youth scholarships, supplies, event shirts, entertainment, and other miscellaneous expenses associated with Programs as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Salvation Army on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Salvation Army. Said information shall list each invoice paid by Salvation Army and shall include the vendor invoice number; invoice date; and the amount paid by Salvation Army along with the number and date of the respective check or proof of payment for said payment. Salvation Army shall attach a copy of each vendor invoice paid by Salvation Army along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule.

Further, Salvation Army's Program Administrator and Project Financial Officer shall certify the total funds spent by Salvation Army on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Salvation Army and approved by Salvation Army as indicated.

3. Salvation Army incurred expenses for the Project beginning on January 1, 2008. Those costs incurred by Salvation Army for the Project, approved and submitted accordingly by Salvation Army subsequent to January 1, 2008, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Salvation Army may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Salvation Army warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. As applicable under federal law, the Salvation Army agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7. Salvation Army shall be responsible for the operation and maintenance of the Project,

including all associated costs.

8. The term of this Agreement shall be until December 30, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Salvation Army is in default of its obligations under this Agreement, the County shall provide Salvation Army thirty (30) days written notice to cure the default. In the event Salvation Army fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Salvation Army for the Project deemed to be in default and Salvation Army shall return any County RAP funds already collected by Salvation Army for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Salvation Army shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2008, through September 30, 2008. Salvation Army shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2008. Upon written notification to County at least ninety (90) days prior to that date Salvation Army may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Salvation Army's request for said extension.

12. In the event Salvation Army ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Salvation Army. The determination that Salvation Army has ceased or suspended the Project shall be made by County and Salvation Army agrees to be bound by County's determination.

13. Salvation Army agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Salvation Army. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Salvation Army is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Salvation Army shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Salvation Army, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to this Agreement for which Salvation Army is eligible to receive reimbursement from the County.

16. Salvation Army shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Salvation Army shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Salvation Army are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Salvation Army under this Agreement.

**Commercial General Liability.** Salvation Army shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Salvation Army shall provide this coverage on a primary basis.

**Automobile.** Salvation Army shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the

ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by Salvation Army or by anyone employed by or contracting with Salvation Army. Should Salvation Army use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include Salvation Army and Palm Beach County as Additional Insured.

**Worker's Compensation Insurance & Employer's Liability.** Salvation Army shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Salvation Army shall provide this coverage on a primary basis.

**Additional Insured.** Salvation Army shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Salvation Army shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Salvation Army hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Salvation Army shall agree 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 when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Salvation Army enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, Salvation Army shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

**Right to Review.** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify,

reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

17. Upon request by County, Salvation Army shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Salvation Army shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Salvation Army, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Salvation Army may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Salvation Army certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, Florida 33461

As to Salvation Army:



Chairman  
The Salvation Army  
C/O Palm Beach County Salvation Army Area Commander  
600 North Rosemary Avenue  
West Palm Beach, Florida 33401

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Commissioner Addie L. Greene,  
Chairperson

WITNESSES:

Susan W. Inger  
Veronica Kenneth

THE SALVATION ARMY A GEORGIA CORPORATION  
FEI Number: 58-0660607

By: [Signature]  
Name (Type of Print)  
ASSISTANT TREASURER

Title STANLEY JAYNES

Signature

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Dennis L. Eshleman, Director  
Parks and Recreation Department

**Recreation Assistance Program (RAP)  
Exhibit "A" to Agreement**

THE SALVATION ARMY, A GEORGIA CORPORATION FOR

Name of Agency: The Salvation Army

Mailing Address: 600 North Rosemary Avenue, West Palm Beach, FL 33401

Federal Employer Identification Number: ~~59-0631403~~ 58-0660607

M.S. FEENER

Name of President: ~~Captain Thomas McWilliams, PBC Area Commander~~

Name of Executive Director: ~~Michael Pinkney~~ Captain Thomas McWilliams, PBC

Project Liaison Information: Area Commander

Name: Tara Bennett

Telephone #: 561-686-3530

Fax #: 561-686-7858

e-mail: Tara\_bennett@uss.salvationarmy.org

Purpose/Mission of Agency:

The Salvation Army Northwest Community Center's purpose is to serve the residents of West Palm Beach by offering recreational, educational, social and community development activities for the uplifting and improvement of the overall quality of life.

**PROJECT INFORMATION**

1. Name of Project: After School Programs

2. Project Description

- General (Project Scope):

The purpose of The Friday Night Live Program is to provide an educational, social, cultural and community service outlet for our young women and men.

The purpose of After School Care is to provide children in grades k-5 who reside in a poverty stricken community the opportunity for a safe, active and educational afterschool program.

The purpose of the College Tour is to take high school students outside of the county to witness opportunities that may be available for them to achieve higher education.

- Public Purpose:

To assist us in first directing troubled youth, mentor the children, and seeking additional funds

- Location and Date:

The programs would take place at the address listed above. Friday Night Live takes place each Friday during the hours of 8 PM till 11PM. Afterschool Care takes place Monday thru Friday during the hours of 2:30 PM and 5:30 PM and coincides with the county school schedule. The College Tour takes place each year during the county/school scheduled spring break.

- Anticipated Number of Participants/Users: 200 youth

3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Utilities, Staff, Food, Decorations, Guest Speakers, Movie Rental, Update sporting equipment, scholarships of youth, supplies, event shirts, entertainment, and other miscellaneous expenses related to the programs

4. Estimated Lump Sum Total for Project: \$ 72,100

5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). Jan. 1, 2008 to Sept. 30, 2008

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachment:

Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded \$ 6,000

District 7  
(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto:syinger@pbcgov.com)



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date \_\_\_\_\_

Grantee: \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

| Item                                  | Key | Project Costs<br>This Submission | Cumulative<br>Project Costs |
|---------------------------------------|-----|----------------------------------|-----------------------------|
| Contractual Services                  | (C) | _____                            | _____                       |
| Salary & Wages (% of salaries)        | (S) | _____                            | _____                       |
| Materials, Supplies, Direct Purchases | (M) | _____                            | _____                       |
| Equipment                             | (E) | _____                            | _____                       |
| Travel                                | (T) | _____                            | _____                       |
| Indirect Costs                        | (I) | _____                            | _____                       |
| <b>TOTAL PROJECT COSTS</b>            |     | =====                            | =====                       |

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Financial Officer

\_\_\_\_\_  
Date

**PBC USE ONLY**

County Funding Participation \$ \_\_\_\_\_

Total Project Costs To Date: \$ \_\_\_\_\_

County Obligation To Date \$ \_\_\_\_\_

County Retainage ( \_\_\_\_\_ %) \$ \_\_\_\_\_

County Funds Previously Disbursed \$ \_\_\_\_\_

County Funds Due this Billing \$ \_\_\_\_\_

Reviewed and Approved By: \_\_\_\_\_

\_\_\_\_\_  
PBC Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date



**Key Legend**  
 C = Contractual Services  
 S = Salary & Wages  
 M = Materials, Supplies, Direct Purchases  
 E = Equipment  
 T = Travel  
 I = Indirect Costs

**PALM BEACH COUNTY  
 PARKS AND RECREATION DEPARTMENT  
 CONTRACTUAL SERVICES PURCHASE SCHEDULE**

**EXHIBIT B**

Grantee: \_\_\_\_\_

\_\_\_\_\_ Date

Project Name: \_\_\_\_\_

Submittal #: \_\_\_\_\_

Contract Reimbursement Period: \_\_\_\_\_

| #  | Payee (Vendor/Contractor) | Check or Voucher |        | Invoice |        |          | Expense Description |
|----|---------------------------|------------------|--------|---------|--------|----------|---------------------|
|    |                           | Key              | Number | Date    | Number | Date     |                     |
| 1  |                           |                  |        |         |        |          |                     |
| 2  |                           |                  |        |         |        |          |                     |
| 3  |                           |                  |        |         |        |          |                     |
| 4  |                           |                  |        |         |        |          |                     |
| 5  |                           |                  |        |         |        |          |                     |
| 6  |                           |                  |        |         |        |          |                     |
| 7  |                           |                  |        |         |        |          |                     |
| 8  |                           |                  |        |         |        |          |                     |
| 9  |                           |                  |        |         |        |          |                     |
| 10 |                           |                  |        |         |        |          |                     |
| 11 |                           |                  |        |         |        |          |                     |
| 12 |                           |                  |        |         |        |          |                     |
| 13 |                           |                  |        |         |        |          |                     |
| 14 |                           |                  |        |         |        |          |                     |
| 15 |                           |                  |        |         |        |          |                     |
| 16 |                           |                  |        |         |        |          |                     |
|    |                           |                  |        |         |        | TOTAL \$ |                     |

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

\_\_\_\_\_  
 Administrator

\_\_\_\_\_  
 Date

\_\_\_\_\_

\_\_\_\_\_  
 Date



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/22/2008

| PRODUCER<br><b>CHESTERFIELD INSURANCE AGENCY, INC</b><br>P.O. BOX 237<br>GREEN, OHIO 44232-0237            | Serial # 103090  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                             |       |                                     |       |  |  |   |  |                                     |       |            |
|--|--|---|-----------------------------|-------|-------------------------------------|-------|--|--|---|--|-------------------------------------|-------|------------|
|  | <table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: ZURICH AMERICAN INS. CO.</td> <td>16535</td> </tr> <tr> <td>INSURER B: THE SALVATION ARMY RISK TRUST</td> <td></td> </tr> <tr> <td>INSURER C: THE SALVATION ARMY, A GA CORP.</td> <td></td> </tr> <tr> <td>INSURER D: AMERICAN ZURICH INS. CO.</td> <td>40142</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> |   | INSURERS AFFORDING COVERAGE | NAIC# | INSURER A: ZURICH AMERICAN INS. CO. | 16535 | INSURER B: THE SALVATION ARMY RISK TRUST |  | INSURER C: THE SALVATION ARMY, A GA CORP. |  | INSURER D: AMERICAN ZURICH INS. CO. | 40142 | INSURER E: |
| INSURERS AFFORDING COVERAGE  | NAIC#  |   |                             |       |                                     |       |  |  |   |  |                                     |       |            |
| INSURER A: ZURICH AMERICAN INS. CO.  | 16535  |   |                             |       |                                     |       |  |  |   |  |                                     |       |            |
| INSURER B: THE SALVATION ARMY RISK TRUST   |  |   |                             |       |                                     |       |  |  |   |  |                                     |       |            |
| INSURER C: THE SALVATION ARMY, A GA CORP.  |  |   |                             |       |                                     |       |  |  |   |  |                                     |       |            |
| INSURER D: AMERICAN ZURICH INS. CO.  | 40142  |   |                             |       |                                     |       |  |  |   |  |                                     |       |            |
| INSURER E:   |  |   |                             |       |                                     |       |  |  |   |  |                                     |       |            |
| INSURED<br>THE SALVATION ARMY, A GEORGIA CORP.<br>1424 NORTHEAST EXPRESSWAY<br>ATLANTA, GEORGIA 30329-2088 |  |   |                             |       |                                     |       |  |  |   |  |                                     |       |            |

**COVERAGES**  
 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, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSR | TYPE OF INSURANCE   | POLICY NUMBER          | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------|------------|---|------------------------|----------------------------------|-----------------------------------|--|
| C        |            | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | SELF INSURED RETENTION | 10/01/07                         | 10/01/08                          | EACH OCCURRENCE \$ 500,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 500,000<br>GENERAL AGGREGATE \$ 500,000<br>PRODUCTS - COMP/OP AGG \$ 500,000 |
| A        |            | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | BAP 9300525-06         | 10/01/07                         | 10/01/08                          | COMBINED SINGLE LIMIT (Ea accident) \$ 100,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          |            | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |                        |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
| B        |            | EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 500,000   | TRUST #1957850         | 10/01/07                         | 10/01/08                          | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$<br>\$   |
| A        |            | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  | WC 9300799-06          | 10/01/07                         | 10/01/08                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>EL EACH ACCIDENT \$ 1,000,000<br>EL DISEASE - EA EMPLOYEE \$ 1,000,000<br>EL DISEASE - POLICY LIMIT \$ 1,000,000                     |
| C        |            | OTHER<br>AUTO LIABILITY EXCESS  | SELF INSURED RETENTION | 10/01/07                         | 10/01/08                          | \$400,000 XS OF \$100,000  |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 THE SALVATION ARMY WEST PALM BEACH, FLORIDA FRIDAY NIGHT LIVE (RECREATION ASSISTANCE PROGRAM)  
 LISTED AS ADDITIONAL INSURED: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>PALM BEACH COUNTY<br>C/O PARKS AND RECREATION DEPARTMENT<br>2700 6TH AVENUE SOUTH<br>LAKE WORTH FLORIDA 33461 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br><i>Susan M. Hamilton</i> |
|--|--|