

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 15, 2007

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 Seagull Industries for the Disabled, Inc. for the period May 15, 2007, through September 30, 2007, in an amount not-to-exceed \$5,000 for funding of senior graduation activities and field trips.

Summary: This funding is to help offset cost incurred by Seagull Industries for the Disabled, Inc. (Seagull) for graduation and group field trip activities. Approximately 54 charter school students and residential facility residents will be served by these activities. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to February 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 1 Funds. District 7 (AH)

Background and Justification: Seagull is a not-for-profit organization whose mission is to facilitate improvement to the quality of life of mentally and developmentally challenged adolescents and adults. Seagull provides support for students with developmental disabilities attending a public charter high school and adults with developmental disabilities, with activities originating from the charter school campus in Lake Worth and Seagull's residential program on Singer Island. The goal of the graduation and field trip activities is to provide an opportunity for increased recreation and social activities.

The estimated total cost of the activities is \$5,000 for travel expenses, admission costs, food, decorations, contractual services, equipment, and other miscellaneous expenses associated with graduation and group field trip activities. The Agreement has been executed on behalf of Seagull Industries for the Disabled, Inc., and now needs to be approved by the Board of County Commissioners.

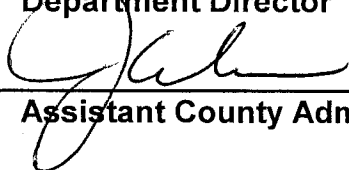
Attachment: Agreement

Recommended by:


Department Director

4/24/07
Date

Approved by:


Assistant County Administrator

5/7/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures		<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Unit R901
 Object 8201 Program N/A

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

Recreation Assistance Program

District 1 3600-583-R901-048-8201 \$5,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

<p><u>Jim DeL...</u> 4-30-07 OFMB 4/27/07</p>	<p><u>ms CN</u> 4/27/07 4/25/07</p>	<p><u>Ann J. Jacoby</u> 5/3/07 Contract Development and Control E. Jones 5/3/07</p>
---	--	---

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgent 5/7/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

G:\SYINGER\RAP06-07\District 1\Seagull Industries for the Disabled, Inc\AGD.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
SEAGULL INDUSTRIES FOR THE DISABLED, INC.
FOR FUNDING OF SENIOR GRADUATION ACTIVITIES AND TRIP FOR RESIDENTS OF
RESIDENTIAL 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 Seagull Industries for the Disabled, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Seagull".

WITNESSETH:

WHEREAS, Seagull is a not-for-profit organization whose mission is to facilitate improvement in the quality of life of mentally retarded and developmentally challenged adolescents and adults; and

WHEREAS, Seagull provides support for students with developmental disabilities attending a public charter high school and adults with developmental disabilities with activities originating from the charter school campus in Lake Worth and Seagull's residential program on Singer Island; and

WHEREAS, Seagull offers graduation activities and group field trip activities (Activities) for residents in Seagull's residential programs and charter school students; and

WHEREAS, the Activities provide an opportunity for increased recreation/social activities for adult residents of the Seagull assisted living facility; and

WHEREAS, the total cost of the Activities is estimated to be approximately \$5,000; and

WHEREAS, Seagull has requested that County provide \$5,000 to assist with costs associated with the Activities; and

WHEREAS, funding for said Activities in an amount not to exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 1; and

WHEREAS, educational, recreational, and socialization for mentally retarded and developmentally challenged adolescents and adults are deemed a public purpose; 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 \$5,000 to Seagull for travel expenses, admission cost, food, decorations, contractual services, equipment, and other miscellaneous expenses associated with the graduation and group field trip activities, and other miscellaneous expenses associated with the Activities, as specifically set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".
2. County will use its best efforts to provide said funds to Seagull 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, is being 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 Seagull. Said information shall list each invoice paid by Seagull and shall include the vendor invoice number; invoice date; and the amount paid by Seagull along with the number and date of the respective check or proof of payment for said payment. Seagull shall attach a copy of each vendor invoice paid by Seagull 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, Seagull's Program Administrator and Project Financial Officer shall certify the total funds spent by Seagull on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Seagull and approved by Seagull as indicated.

3. Seagull incurred expenses for the Project beginning on February 1, 2007. Those costs incurred by Seagull for the Project, approved and submitted accordingly by Seagull subsequent to February 1, 2007, 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 Seagull 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. Seagull warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Seagull 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. Seagull shall be responsible for operation and maintenance of the Project including all associated costs.

8. The term of this Agreement shall be until September 30, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Seagull is in default of its obligations under this Agreement, the County shall provide Seagull thirty (30) days written notice to cure the default. In the event Seagull 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 Seagull for the Project deemed to be in default and Seagull shall return any County RAP funds already collected by Seagull for the 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. Seagull shall complete the Project by June 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 1, 2007, through June 30, 2007. Seagull shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before September 30, 2007. Upon written notification to County at least ninety (90) days prior to that date Seagull may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Seagull's request for said extension.

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

13. Seagull 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 Seagull. 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 Seagull 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, Seagull 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 Seagull, 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 the Agreement for which Seagull is eligible to receive reimbursement from the County.

16. Seagull 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. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Seagull are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Seagull under this Agreement.

Commercial General Liability. Seagull 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. Seagull shall provide this coverage on a primary basis.

Automobile. Seagull 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 Seagull or by anyone employed by or contracting with Seagull. Should Seagull 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 Seagull and Palm Beach County as Additional Insured.

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

Additional Insured. Seagull 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." Seagull shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Seagull 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 Seagull 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 Seagull enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Seagull 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 thirty (30) 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, Seagull shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Seagull shall maintain books, records, documents and other evidence which 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 Seagull, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Seagull 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, Seagull 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 agreements, written or oral, relating to this Agreement. The 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 Seagull:

Executive Director
Seagull Industries for the Disabled, Inc.
3879 West Industrial Way
Riviera Beach, Fl 33404

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. Ingram
Veronica Spinnett

SEAGULL INDUSTRIES FOR THE DISABLED, INC.
Tax I.D. Number: 59-1879968

By: ALFRED N. EISINGER

Name (Type or Print) _____
Title: EXECUTIVE DIRECTOR

By: Alfred N. Eisinger

Signature

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: **Seagull Industries for the Disabled, Inc.**

Mailing Address: 3879 West Industrial Way, Riviera Beach, FL 33404

Federal Employer Identification Number: 59-1879968

Name of President: Mickey Nolen

Name of Executive Director: Alfred Eisinger

Project/Project Liaison Information:

Name: Linda Moore

Telephone #: 561-842-5814

Fax #: 561-881-3554

e-mail: lmoore@seagull.org

Purpose/Mission of Agency: Seagull is dedicated to facilitating improvement in the quality of life of mentally retarded and developmentally challenged adolescents and adults.

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: Senior graduation/ trip activities for students & group trip for residents in our residential programs.
2. Project/ Program Description
 - General (Project Scope): Cost for graduation activities and field trips for students and opportunity for increased recreational/social activities for adult residents of assisted living facility.
 - Public Purpose: Support for students with developmental disabilities attending a public charter high school and adults with developmental disabilities.
 - Location: Activities originate from the charter school campus in Lake Worth and the residential program on Singer Island
 - Anticipated Number of Participants/Users: *35 Charter School Students
19 Residents (54)*
3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/ amounts. Travel expenses, admission cost, food, decorations, contractual services, equipment, and other miscellaneous amounts.
4. Estimated Lump Sum Total for Project/Program \$ 5000.00
5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).
02/01/07 to 06/30/07
month/day/year month/day/year

(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 until after the Agreement is approved. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement.

6. Required Attachments:
Certificate of Insurance yes ✓

Amount of Recreation Assistance Program Funding awarded

\$ 5,000

District 1

(filled in by County)



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

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

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: _____

Submittal #: _____

Date: _____

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			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

 Financial Officer

 Date

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID DA SEAIN02	DATE (MM/DD/YYYY) 04/04/07
PRODUCER Gateway Insurance Agency Fort Lauderdale Branch 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311 Phone: 954-735-5500 Fax: 954-735-2852		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.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Seagull Ind. for the Disabled Seagull Acad. for Ind. Living 3879 West Industrial Way Riviera Beach FL 33404		INSURER A: Illinois National Ins Company	
		INSURER B: Granite State Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	06LX31896342000	03/01/07	03/01/08	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200000
						MED EXP (Any one person)	\$ 10000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 3000000
						PRODUCTS - COMP/OP AGG	\$ 3000000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02CA33100562000	03/01/07	03/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	02UD00351572000	03/01/07	03/01/08	EACH OCCURRENCE	\$ 1000000
						AGGREGATE	\$ 1000000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 days notice due to non payment of premium. Certificate holder is included as additional insured as respects to the general liability.

CERTIFICATE HOLDER PALBE22 PALM BEACH COUNTY C/O PARKS & RECREATION DEPT 2700 6TH AVENUE SOUTH LAKE WORTH FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 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. AUTHORIZED REPRESENTATIVE
--	--

AmCOMP Preferred Ins. Co.

P.O. Box 88806
North Palm Beach, FL 33408-8806

Policy Number	Policy Period	
	From	To
WCV 7061877	07/15/2006	07/15/2007

12:01 A.M. Standard Time at the address of the Insured as stated herein

Transaction

RENEWAL DECLARATION

1. Named Insured and Address	Agent			
SEAGULL INDUSTRIES FOR THE DISABLED INC 3879 W INDUSTRIAL WAY RIVERIA BEACH FL 33404	INSURANCE OFFICE OF AMERICA 0387020 ABACOA TOWN CENTER 1200 UNIVERSITY DRIVE, STE.200 JUPITER, FL 33458 Telephone: 561-776-0660			
Customer #	Carrier # 31283	FEIN # 591879968	Risk ID # 097342784	Entity of Insured NON-PROFIT ORG

Additional Locations:

- The Policy Period is from 07/15/2006 to 07/15/2007 12:01 a.m. Standard Time at the Insured's mailing address.
 - A. Workers' Compensation Insurance: Part ONE of the policy applies to the Workers' Compensation Law of the states listed here: Florida

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee
 - C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:

FL,GA,IN,KY,VA
 - D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium \$	818	Expense Constant \$	200
		Premium Discount \$	-4,687
Assessments and Taxes \$		Total Estimated Annual Premium \$	44,974

This is a Three Year Fixed Rate Policy
Premium Adjustment Period: Annual; Semiannual; Quarterly; Monthly

Countersigned this _____ Day of _____

Issued Date: 07/17/06

Authorized Representative

Issuing Office AmCOMP Preferred Ins. Co.

WC990629 (5/98)

INSURED