

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: 12-05-2006 [X] Consent [] Regular
[] Workshop [] Public Hearing
Department: County Administration
Submitted By: Economic Development
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I. EXECUTIVE BRIEF

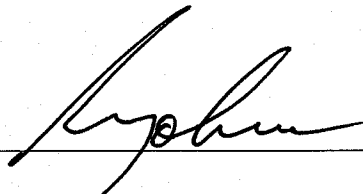
Staff recommends motion to approve: A \$50,000 Marine Tech Prep Grant Agreement with the Riviera Beach Maritime Academy (RBMA) retroactive from October 1, 2006 to September 30, 2007.


Summary: The Palm Beach County's Marine Tech Prep Program is in its 9th year of operations. The proposed \$50,000 Grant Agreement with the Riviera Beach Maritime Academy, a newly created public charter school, will provide assistance for the development of the Marine Academy Program. During this twelve-month Grant Agreement, RBMA will: A) Recruit 70 new students for its charter school, which has integrated a complete high school program with a maritime program. The students will receive the training needed to enter the marine industry workforce immediately after graduation, B) Organize 8 educational field trips, and (C) Organize 2 classroom projects for students' competition. *Countywide (DW)*

Background and Justification: The Marine Tech Prep Program was created by Palm Beach County in 1997-98, as a result of the Board of County Commissioners' endorsement of the Marine Industry at the 1993 Economic Summit to develop a qualified workforce within the Industry. The Program has also been financially supported through fund-raising activities by the Marine Industry sector. The Marine Industries Education Foundation successfully developed a full 4-year Marine Technology Educational Program at Palm Beach Lakes High School, which was incorporated and expanded in the newly created Riviera Beach Maritime Academy, a public charter school program that started in August 2006. This program provides educational and job training skills necessary for students to seek employment in the marine industry.

Attachments:

1. Grant Agreement
2. RBMA's Grant Request

Recommended by:  11-15-06
Economic Development Director Date

Approved by:  11/28/06
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>50,000</u>	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (PBC)	_____	_____	_____	_____	_____
In-Kind Match (PBC)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>50,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No

Budget Account No.: Fund 1539 Department 764 Unit 1050 Object 8201
 Program Code 0732

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

The source for the \$50,000 is the Palm Beach County Tech Prep Program Account.

C. Departmental Fiscal Review: [Signature] 11/16/06

III. REVIEW COMMENTS

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

[Signature] 11-20-06
 OFMB

[Signature] 11/21/06
 Contract Dev. and Control

MM 11/20/06
 MM 11-16-06

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 11/21/06
 Assistant County Attorney

C. Other Department Review:

 Department Director

A MARINE TECH PREP PROGRAM GRANT AGREEMENT BETWEEN
PALM BEACH COUNTY
AND
THE RIVIERA BEACH MARITIME ACADEMY CORPORATION

THIS Grant Agreement, entered into this _____ day of _____, 2006, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and the **Riviera Beach Maritime Academy Corporation**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **251 West 11th Street Riviera Beach, FL 33404**, hereinafter referred to as the GRANTEE, whose Employer I.D. number is **20-4325983**.

WHEREAS, Palm Beach County, and the GRANTEE desire to provide the activities specified in Exhibit A of this Agreement; and

WHEREAS, Palm Beach County desires to engage the GRANTEE to implement such undertakings of the Palm Beach County Marine Tech Prep Program, hereinafter referred to as "PROGRAM" in order to foster a stronger and more balanced economy in Palm Beach County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

PART I
TERMS OF THE AGREEMENT

Recitals

The foregoing recitals are correct and true at the time of execution of this Agreement and are incorporated herein by reference:

Scope of Services

The GRANTEE shall, in a satisfactory and proper manner as determined by the COUNTY, perform the tasks necessary to complete the Scope of Services outlined in Exhibit "A", submit invoices using the cover sheet as shown in Exhibit "B", and provide reports as shown in Exhibit "C", which are attached hereto and made a part hereof.

Effective Date and Term

The effective date of this Agreement shall be the 1st day of October 2006. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the 30th day of September 2007.

Grant Amount

The GRANTEE will be eligible for a grant amount not to exceed **\$50,000 (fifty thousand dollars)**, which shall be payable in accordance with the terms of this Agreement and the eligible expenses outlined in Exhibit "A." Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

Performance Period

The GRANTEE shall have twelve (12) months from the effective date of this Agreement to fulfill the obligations as scheduled in Exhibit "A." Said services shall be performed in a manner satisfactory to COUNTY. **In any event, all services required hereunder shall be completed by the GRANTEE no later than September 30, 2007.**

Eligible Reimbursements

The grant funds available under this Agreement shall be provided only for reimbursement expenses associated with the GRANTEE's operational expenses as set forth in Exhibit "A."

Method of Payment

The COUNTY agrees to make payments and to reimburse the GRANTEE for all eligible expenses, as described in Exhibit "A", permitted by COUNTY guidelines up to the maximum compensation set forth above. In no event shall the COUNTY provide advance funding to the GRANTEE or any subcontractor hereunder. The

GRANTEE will bill the COUNTY on a monthly basis, or as otherwise provided, for expenses actually incurred and paid. **The amount billed in any month shall not, however, exceed 1/12th** of the total Agreement amount or **\$4,166**. However, the GRANTEE may submit a cumulative billing request for more than the sum of \$2,750, if the preceding month's billing did not equal the 1/12th share, or if requested in writing by the GRANTEE and agreed to by the COUNTY's Economic Development Director. All requests for reimbursements shall include copies of paid invoices, canceled checks, or other documentation acceptable to the Palm Beach County Office of Financial Management & Budget and the Finance Department of the Clerk of the Circuit Court, and shall be sufficient to adequately describe the expenses and establish that the expense was actually incurred directly by the GRANTEE. Invoices should be submitted to the COUNTY for approval **within thirty-(30) days** following the month in which the expense was incurred. Invoices shall **not** be honored if received by the Palm Beach County Finance Department **later than forty-five (45) days** after the expiration date of this Agreement, nor will any invoices be honored that predate the effective date of this Agreement.

Budget Changes

Requests for budget changes must be made in writing by the GRANTEE to the Economic Development Director. Changes to the budget line items, as described in Exhibit "A" may be approved for up to ten percent (10%) of the contract amount, in writing, by the Economic Development Director at his/her discretion during the contract period. The Board of County Commissioners must approve budget changes in excess of ten percent (10%).

Conditions on which Payment is Contingent

A. Financial Accountability

The COUNTY as it deems necessary, may at any time review the GRANTEE's financial systems, or conduct an audit of the GRANTEE or any of its subcontractors, to determine the capability of the GRANTEE to fiscally manage the Scope of Services in accordance with COUNTY requirements.

B. Subcontracts

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the COUNTY.

C. Reports

Reports shall be submitted to the COUNTY, postmarked no later than fourteen (14) days after the end of the reporting period, as outlined in Exhibit "C". The reports shall be to the satisfaction of the COUNTY and be subject to verification. The COUNTY reserves the right to request additional reports that are reasonable and fair from the GRANTEE, for any previous periods funded by the COUNTY upon ten (10)-business days notice. The final report produced and submitted by the GRANTEE will reflect quarterly and cumulative figures.

D. Prior Written Approvals

The following, among others, require the prior written approval of the COUNTY to be eligible for reimbursement or payment:

- (i) All subcontracts and/or agreements pursuant to this Agreement; and
- (ii) All capital equipment expenditures of \$1,000 or more.

**PART II
GENERAL CONDITIONS**

Opportunities for Residents and Civil Rights Compliance

The GRANTEE agrees that no person shall, on the grounds of race, color, disability, national origin, religion, age, familial status, sex, or sexual orientation be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement. To the greatest extent feasible, low-income residents of the COUNTY shall be given opportunities for training and employment; and to the greatest extent feasible, businesses located in or owned by persons residing in the COUNTY shall be awarded contracts in connection with this Grant.

Opportunities for Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the GRANTEE shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in and/or owned by residents of Palm Beach County.

Contract Documents

The following documents are herein incorporated by reference or made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- A. This Agreement including its Exhibits;

- B. Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- C. The Drug-Free Workplace Act of 1988, as amended;
- D. The GRANTEE's Policies and Procedures Manuals, and Job Descriptions;
- E. The GRANTEE's Articles of Incorporation and Bylaws;
- F. The GRANTEE's Certificate of Insurance;
- G. Current list of the GRANTEE's Officers and members of Board of Directors;
- H. Proof of GRANTEE's 501(c)(3) certification from Internal Revenue Service (IRS); and
- I. Florida Statute 112.061, relating to per diem, travel.

All of these documents will be maintained on file by the GRANTEE. The GRANTEE shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the GRANTEE. GRANTEE shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the GRANTEE authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The GRANTEE shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

Governing Law and Venue

This Agreement shall be performed in accordance with applicable Federal, State, COUNTY laws, ordinances and codes. These represent minimum regulations, which may be supplemented by more restrictive guidelines set forth by the COUNTY. Venue in any action, suit or proceeding in connection with this Agreement shall lie in a Florida State Court of competent jurisdiction located in Palm Beach County.

Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

Construction of Agreement

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

Recognition

The GRANTEE shall include a reference to the financial support herein provided by the COUNTY in all publications and publicity. In addition, the GRANTEE shall make a good faith effort to recognize the COUNTY's support for all activities made possible with funds available under this Agreement.

No Forfeiture

The rights of the COUNTY under this Agreement shall be cumulative and failure on the part of the COUNTY to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

Default

In the event the GRANTEE fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in the Agreement, the COUNTY shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

Failure to Comply

If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.

Waiver

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

Termination

This Agreement may be terminated by the GRANTEE upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the GRANTEE. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the GRANTEE. Unless the GRANTEE is in breach of this Agreement, the GRANTEE shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the GRANTEE shall stop work on the date and to the extent specified.

Amendments

The COUNTY may, at its discretion, amend this Agreement to conform to changes required by Federal, State, or COUNTY guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

Personnel

The GRANTEE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. All of the services required herein under shall be performed by the GRANTEE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The GRANTEE warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the GRANTEE's personnel (and all Subcontractors) while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety and security.

Evaluation and Monitoring

The GRANTEE agrees that the COUNTY will carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY and that the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement and comparisons of planned versus actual progress relating to project scheduling, budgets, audit reports, and output measures. The GRANTEE shall submit information and status reports required by the COUNTY, on forms approved by the COUNTY. The GRANTEE shall allow the COUNTY to monitor the GRANTEE on site. Such visits may be scheduled or unscheduled as determined by the COUNTY.

Insurance

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

A. ***Commercial General Liability***

GRANTEE 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. GRANTEE shall provide this coverage on a primary basis.

B. ***Business Automobile Liability***

GRANTEE shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000 Each Accident** for all owned, non-owned and hired automobiles. In the event GRANTEE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing GRANTEE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. GRANTEE shall provide this coverage on a primary basis.

- C. ***Worker's Compensation Insurance & Employers Liability***
GRANTEE shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. GRANTEE shall provide this coverage on a primary basis.
- D. ***Additional Insured***
GRANTEE 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." GRANTEE shall provide the Additional Insured endorsements coverage on a primary basis.
- E. ***Certificate(s) of Insurance***
Prior to execution of this Agreement, GRANTEE shall deliver to the COUNTY's representative as identified in the *Notice Article*, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage 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) days endeavor** to notify due to cancellation or non-renewal of coverage. The **Certificate of Insurance shall be issued to** "Palm Beach County, C/O Economic Development Office, 301 N. Olive Avenue, 10th Floor, West Palm Beach, FL 33401."
- F. ***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, coverage, 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.

Indemnification

The GRANTEE shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the GRANTEE.

Successors and Assigns

The COUNTY and the GRANTEE each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the GRANTEE shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the GRANTEE.

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.

Conflict of Interest

The GRANTEE represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

The GRANTEE further represents that no person having any such conflict of interest shall be employed for said performance of services. The GRANTEE covenants that no person who presently exercises any functions or responsibilities in connection with the PROGRAM has any personal financial interest, direct or indirect, in the activities that will be provided under this Agreement, which would conflict in any manner or degree with the performance of this Agreement.

The GRANTEE shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance, which may influence or appear to influence the GRANTEE's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the GRANTEE may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would constitute a conflict of interest if entered into by the GRANTEE. The COUNTY agrees to notify the GRANTEE of its opinion by certified mail within thirty (30) days of receipt

of notification by the GRANTEE. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the GRANTEE, the COUNTY shall so state in the notification and the GRANTEE shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the GRANTEE under the terms of this Contract.

Excusable Delays

The GRANTEE shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the GRANTEE or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Arrears

The GRANTEE shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The GRANTEE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Independent Contractor Relationship

The GRANTEE is, 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 GRANTEE'S sole direction, supervision, and control. The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE's 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 GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

Access and Audits

The GRANTEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the GRANTEE's place of business.

Non-Discrimination

The GRANTEE 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, or sexual orientation.

Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the GRANTEE 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 F.S. 287.133(3)(a).

Availability of Funds

The COUNTY's obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the Board of County Commissioners.

County Funded Programs

COUNTY funding can be used to match grants from other non-COUNTY sources; however, the GRANTEE cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Notice

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

Kevin Johns, AICP, Economic Development Director
Economic Development Office
301 North Olive Ave., 10th Floor
West Palm Beach, Florida 33401
Phone (561) 355-3624
Fax (561) 355-6017

With copy to:

Dawn Wynn, Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

If sent to the GRANTEE, notices shall be addressed to:

Joseph Powlis, Principal
Riviera Beach Maritime Academy
251 West 11th Street
Riviera Beach, FL 33404
Phone (561) 841-7600
Fax (561) 841-7626

With copy to:

Captain Gidget Greco
Riviera Beach Maritime Academy
251 West 11th Street
Riviera Beach, FL 33404
Phone (561) 841-7600
Fax (561) 841-7626

Entirety of Contractual Agreement

The COUNTY and the GRANTEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article - Modifications of Work.

Criminal History Records Check

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if GRANTEE's employees or subcontractors are required under this contract to enter a "critical facility" (if applicable) as identified in Resolution R-2003-1274. The GRANTEE acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the GRANTEE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

Regulations; Licensing Requirements

GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. GRANTEE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 the GRANTEE has hereunto set its hand and seal the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller PALM BEACH COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L Greene, Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
Assistant County Attorney

By: [Signature]
Economic Development Director

GRANTEE:
Riviera Beach Maritime Academy

By: Joseph Powlis, Principal Representative

[Signature]
Signature

(CORPORATE SEAL)

WITNESS:

GIDGET GRECO
Witness Name

[Signature]
Signature

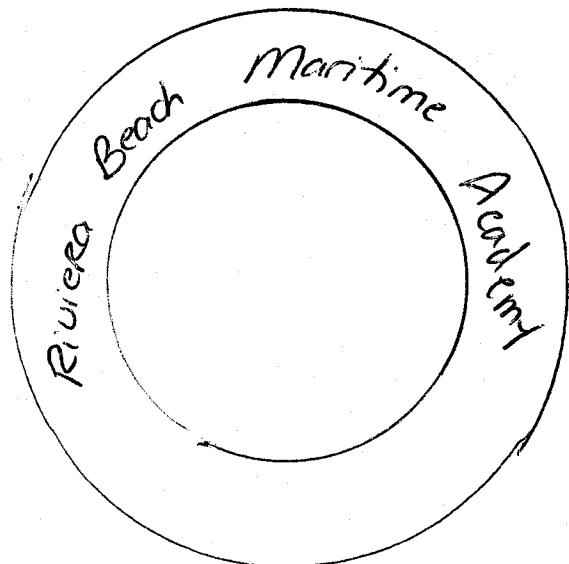


EXHIBIT A

SCOPE OF SERVICES

PROGRAM OBJECTIVES

- A. Prepare high school students for career pathway in the marine industry through a marine technology-based program.
- B. Create a future workforce in the marine industry through the Marine Tech Prep Program.
- C. Create new job opportunities and social stability within Palm Beach County.

I. The GRANTEE agrees to satisfy the following deliverables:

RECRUIT SEVENTY (70) NEW STUDENTS

The Riviera Beach Maritime Academy (RBMA) will conduct a recruitment campaign aimed at students and parents through counselors presentations at schools, open houses, tours to local marine businesses, the 2006 schools' showcase at the South Florida Fairgrounds, radio and TV news interviews and the 2007 Palm Beach Boat Show. In addition, RBMA will create a promotional video and start the development of a website. Currently, there are 45 students registered and the goal is to increase registration to 115 students.

ORGANIZE ONE (1) BIG AND SEVEN (7) SMALL FIELD TRIPS

RBMA will organize one ten-day "Science under Sail" field trip with 17 students and seven small field trips such as educational tours to the Jonathan Dickinson Park, Jupiter Lighthouse, Flagler Museum, and Harbor Branch Oceanographic Institute. Where applicable, the sailing trips will include swimming, snorkeling, sailing and scuba lessons.

PREPARE TWO (2) CLASSROOM PROJECTS

RBMA will assist students to prepare projects for two competitions: (a) The International Robotic Competition where students design a vehicle, build it and compete in Canada. (b) The Plywood Regatta Competition where students build a boat in one day and raise it the next one.

II. The COUNTY agrees to:

- A. Provide funding for the following expenses:

EXPENDITURES	BUDGET
Field Trips / Sailing Trips (Admission fees / overall expenses)	16,000
Student Activities (Competition fee, materials for competition, and transportation / gasoline)	16,000
Classroom Supplies (Material needed in classrooms, books, navigation tools)	8,000
School Administration (Recruitment / marketing material, teachers' salaries)	10,000
TOTAL BUDGET	50,000

- B. Provide technical assistance to ensure compliance with applicable State, Federal and County regulations and with this Agreement.

EXHIBIT B
LETTERHEAD STATIONERY

DATE:

TO: Kevin Johns, AICP, Economic Development Director
Economic Development Office
301 North Olive Avenue, 10th Floor
West Palm Beach, Florida 33401

FROM: Name of GRANTEE
Address
Telephone

SUBJECT: Reimbursement Request No.-
Contract No.-

Attached, you will find Invoice #____, requesting reimbursement in the amount of \$ _____.
The expenditures for this invoice covers the period of _____ through _____. You will also
find attached, back-up original documentation relating to the expenditures being involved.

Signature

**EXHIBIT C
REPORTING FORM**

Date Prepared _____

Name & Signature _____

Reporting Periods:

1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.
October 1 to December 31	January 1 to March 31	April 1 to June 30	July 1 to September 30
Due: Jan. 15	Due: April 15	Due: July 15	Due: Oct. 15

Provide CUMULATIVE quarterly reports on the deliverables as described below and supportive documentation such as newspaper clips, trip announcements, flyers, pictures, letters, etc.

- 1) List of recruitment activities and outcome. Include date, location, participating organizations/marine employers, participating schools, # participating students, and a brief description of the activity.

1st Quarter:
2nd Quarter:
3rd Quarter:
4th Quarter:

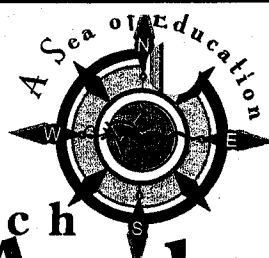
- 2) Number of students recruited per school, gender and course pathway.

1st Quarter:
2nd Quarter:
3rd Quarter:
4th Quarter:

- 3) List of field trips. Include date, location, participating organizations/marine employers, participating schools, # participating students, and a brief description of the activity.

1st Quarter:
2nd Quarter:
3rd Quarter:
4th Quarter:

- 4) Description of classroom projects. Include date, location, participating organizations/marine employers, participating schools, # participating students, and a brief description of the activity



Riviera Beach Maritime Academy

Received 10-2-2006
C.L.

Kevin Johns, AICP, Director
Palm Beach County Economic Development Office
301 North Olive Avenue, 10th Floor
West Palm Beach, FL 33401

Re: Grant Request for the Riviera Beach Maritime Academy Program

Dear Mr. Johns:

The Riviera Beach Maritime Academy (RBMA) respectfully requests a grant for \$50,000 from the Palm Beach County Marine Tech Prep Program to assist us with the expenses of the FY 2007 Marine Academy Program. I have attached the curriculum and budget for the first year of operation.

Since FY 2002, Palm Beach County has financially supported the Marine Technology Academy (MTA) at Palm Beach Lakes H.S. through the Marine Industries Education Foundation (MIEF), organization that created the program, developed the curriculum and strengthened the networking among the marine industry employers. We thank you for your support and are pleased to inform you that your monies and support helped lead us to this brand new school. This small program has grown into a full Charter School program. The MTA program was incorporated into the Riviera Beach Maritime Academy. Both teachers and the current students from the MTA, began the 2006-2007 school year on August 16 in our brand new facility located just 3 blocks from the Riviera Beach Marina, where our 40' research vessel has been docked for the past 5 years.

The Charter School was made possible thanks to the financial and technical support of Viking Yachts, which sponsored the concept, construction and start-up costs of the Riviera Beach Maritime Academy. Other sponsors include the State of Florida Department of Education and the Marine Industries Education Foundation.

The school has applied for 501c3 non-profit status. The founding board of directors elected the governing board on 9/11/06. The governing board of directors for RBMA is as follows: Elected to 3-year term: Gerald D. Straub Sr., Chairman of the Board and President; Michael Donahue, Vice President/Board Member; Robert T. Healey, Board member; Elected to a 2-year term: Dr. Mary Dupont, Board Member; Mike Erickson, Board Member; Tim Oenbrink, Board Member; Elected to a 1-year term: Richard Weiler, Board Member; Paula Ross, Board Member. A parent of one of the students of RBMA will be elected by the Governing Board to a 1-year term as the 9th member of the board.

251 W 11th St | Riviera Beach, FL 33404 | 561.841.7600 |
www.rivierabeachmaritimeacademy.org

The Riviera Beach Maritime Academy is a free public charter school that focuses on preparing high school students for careers in the marine trades industry, as well as preparing and encouraging its students to continue their education after high school graduation at a college or technical school if they choose. All students, grades 9 -12, in Palm Beach County are eligible to apply to the Riviera Beach Maritime Academy. We anticipate the first graduating class of seniors to be less than 10 in May 2007 and to increase each year following until we have a maximum of 85 graduating seniors about 5 years out. All students at RBMA will have a rigorous academic program that will lead to a high school diploma and prepare them for post high school education at any college, university or technical school. All academic subjects offered at RBMA will be integrated as it relates to the marine industries and will meet or exceed the standards established by the State of Florida. Along with their academic program, ninth and tenth grade students will have the opportunity to explore the many career pathways that are available to them in the Maritime Trades in the classroom, and through many field trips and guest speakers. The eleventh and twelfth grade students will have the opportunity to develop entry-level skills that can lead to their employment upon graduation in the maritime trades, or their continued education at a college, university or technical school. All twelfth grade students will have the opportunity to participate in internships and job shadowing with the many marine industry employers located in Palm Beach County.

The Riviera Beach Maritime Academy opened its doors on August 16, 2006 for the 2006-2007 school year with approximately 50 students. The RBMA is temporarily housed in a brand new facility consisting of a 2500 square foot workshop as well as a classroom building including six classrooms, a media lab and administrative offices. RBMA plans to recruit 250 students. Plans are in place to begin construction of a brand new state-of-the-art facility, which will serve as a permanent home for the RBMA. An alternative goal of the RBMA includes the addition of maritime adult education certification courses in the evenings.

RBMA will use the Palm Beach County \$50,000 grant for program expenses as follows:

(a) Recruiting campaign aimed at reaching students and parents throughout Palm Beach County, along with reaching out to industry for support. Our recruiting plans have already begun for school year 2007-2008. We intend to host Open Houses as well as provide tours of local marine businesses, attend the Showcase of Schools at the South Florida Fairgrounds on October 24, 2006 and the Palm Beach Boat Show in 2007, as well as participate in several radio and TV news interviews. We intend to bring guidance counselors to our school for a first hand look at what we are doing, and encourage them to recommend our school to students. Efforts are in place to create a promotional video, and get our new website launched as well.

(b) Field trips, and classroom projects - we have a large budgetary need to cover boat building materials and supplies, which are not donated by industry, as well as classroom materials and supplies for all of our integrated academics. Our program will boast hands-on learning, which requires the proper tools, books, equipment and supplies. We intend to expose students to a wide variety of off- campus field trip opportunities to enhance their education. Many of these opportunities require funding, such as educational tours and experiences at Jonathan Dickinson State Park, Jupiter Lighthouse and Museum, Flagler Museum, Harbor Branch Oceanographic Institute, snorkeling and

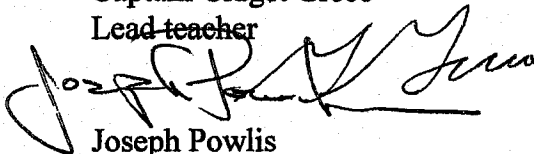
sailing experiences aboard the SV Mariah, and a 10-day "Science Under Sail", intense hands-on maritime educational experience aboard a 120' Tall ship, which acts as a floating classroom. Along with in class learning experiences, we intend to offer after school activities. These may include students getting involved with the ROV Club, where students design, build and operate underwater robots for an International Competition. The 2007 competition is scheduled to be at the Marine Institute in St. John's, Newfoundland. We intend to offer swimming, snorkeling, sailing, scuba lessons, etc. as after school clubs for our students. All of these co-curricular field trips and extra-curricular after school activities have costs involved, which many students are not able to afford on their own. It is one of our goals to be able to offer these opportunities to all of our students, no matter their economic status.

(c) Teachers' salaries

Local businesses are already waiting for our graduates to begin filling jobs as early as the summer of 2007. Our school will expose students to a wide variety of maritime careers, and equip them with the academics and labor skills they will need to pursue those careers, enabling them to become productive citizens. Each student who gains an education from our school, also gains an understanding of the marine and surrounding environment. This empowers them, as citizens of Palm Beach County to help make the coastlines and the waters off our coast better and cleaner, and is transferred to their family and friends. In the future, we will also reach out to the adult community offering classes for certification in a variety of marine trades. All students graduating from RBMA, no matter the age, will have learned the skills necessary to enter the marine workforce at above entry-level jobs and develop long term careers if they choose that option. Palm Beach County will benefit from the educated, career minded citizens that will be a result of the Riviera Beach Maritime Academy. We thank you for your time and continued support to date, and ask that you strongly consider us for the \$50,000.00 grant. If you need further information, please contact me at 561-841-7600 or e-mail me at captgreco@rbmaritime.org.

Thank you for your consideration,

Captain Gidget Greco
Lead teacher



Joseph Powlis
Principal



Riviera Beach Maritime Academy

Riviera Beach Maritime Academy Curriculum
School Year 2006-2007

Academic Courses

- English 1, II, III, IV Honors
- Algebra I, II, Geometry Honors
- World Cultures/Geography, World History, American History, American Government/Economics Honors
 - Biology, Chemistry, Marine Science I, II Honors
 - Foreign Language offered on Florida Virtual School
- Physical Education & Health offered on Florida Virtual School

Marine Career Course Pathways

- Boat & Yacht repair: shop and tool safety; boat building and repair skills in carpentry, fiberglass, finishing, and electrical systems
- Nautical Science: boat safety, navigation, weather, tides, boat handling
- Marine Engine Repair: shop safety, outboard engine trouble shooting & repair
- Marine Science: biology & physical studies of the oceans & estuaries
- Drafting: by hand and computer design of structures & boats
- Marine Electronics: troubleshooting, repair & installation electronic equipment
- Marina/Port operations: international shipping & marina management

251 W 11th St | Riviera Beach, FL 33404 | 561.841.7600 |
www.rivierabeachmaritimeacademy.org

**RIVIERA BEACH MARITIME ACADEMY
2006-2007
Start-up Budget**

		#1 (70 Students 7/1/2006 - 6/30/2007	#2 Palm Beach Co. Grant 10/1/2006	#3 Implementation Grant 7/1/2006 - 6/30/2007
Revenue:				
FEFP State & Local Funding	\$ -	\$ 622,149	\$ -	
Transportation Funding	-	-	-	
Implementation Grants	-	140,000	-	\$ 350,000
Private Contributions & Grants		301,100	-	-
Marine Industry Education Foundation		17,500		
Other Fundraising	-	50,000	50,000	
	-	<u>1,130,749</u>	<u>50,000</u>	<u>350,000</u>
Expenditures:				
Classroom Instruction		666,432		110,000
Field Trips General			16,000	
Students Activities			16,000	
Classroom Supplies			8,000	
Instructional Support Services:				
Pupil Personnel Services	-	16,541	-	-
Media Services	-	7,500	-	4,500
Curriculum Development	-	5,000	-	5,000
Staff Development	-	13,612	-	-
General Support Services:				
Board		10,500	-	5,000
General Administration	-	31,107	-	-
School Administration		188,682	10,000	42,500
Facilities Acquisition & Construction		43,500	-	171,000
Fiscal Services	-	31,486	-	-
Central Services	-	3,750	-	-
Pupil Transportation Services	-	5,000	-	-
Operation of Plant		68,229	-	4,500
Maintenance of Plant	-	7,500	-	7,500

Debt Service - Interest	-	-	-	-
Reserve Fund @ 3% of Revenue	-	31,910	-	-
Total Budgeted Expenditures	-	1,130,749	50,000	350,000
Balance - Increase (Decrease) in Net Assets	-	(0)	-	\$ -
Net Assets - Beginning of Year	-	-	-	-
Net Assets - End of Year	\$ -	\$ (0)	\$ -	\$ -



**MARINE INDUSTRY
EDUCATION
FOUNDATION**

P.O. Box 7597
West Palm Beach, FL 33405

Phone: 561-832-8444
Fax: 561-659-1824
Email:
bmgf@earthlink.net

Board of Directors

Tim Oenbrink
President
Merritt Marine Supply, Inc.

John Sprague
Vice President
Director, Marine Industries
Association, pbc

Ken Todd
Secretary
Water Resources Manager
Palm Beach County

James Bronstein
Treasurer
Rybovich Spencer Boat Company
Executive Vice President

Warren Newell
Director
Honorable Commissioner
Palm Beach County

William Graham
Director
Palm Beach County School Board

Steve Farrandino
Director
Student Representative

Mike Erickson
Director
Canvas Designers

Fred Barch
Director
School District of Palm Beach County

Jeff Scott
Director
Charles Isiminger, PA

Dan Shalloway
Director
President
Shalloway, Foy, Rayman & Newell

Alison Pruitt
Executive Director
Academy Programming & Development

August 21, 2006

Mr. Kevin Johns, AICP
Palm Beach County Economic Development
301 N. Olive Avenue, 10th Floor
West Palm Beach, FL 33401

Dear Kevin,

I would like to take this opportunity to update you on the progress of the Marine Technology Academy at Palm Beach Lakes High School. As you know this was established as a magnet program to provide high school students the opportunity to learn about boating and the marine trades. It has been a huge success thanks to the support from many donors including the Palm Beach County Economic Development Council. As acting president of the Marine Industries Education Foundation, I often have had to pinch myself to see if all the great things happening to this program are actually real. Well it has been! Now we have been given the chance to take it to the next level. The MIEF board was approached by Viking Yacht Company with an offer to turn our program into its own charter school. We reviewed their program and voted unanimously to support this project. Viking then presented it to the Marine Industries Association of Palm Beach County who also gave full support to Viking Yacht Company's offer. Viking Yacht has since provided their expertise and made over a two million dollar investment to make this school a reality. It is currently open in Riviera Beach housed at a brand new facility that Viking Yacht has built. The School's name is Riviera Beach Maritime Academy.

The old magnet program at Palm Beach Lakes High School has been closed and all of the students were given the opportunity to complete the program at the new school. Because of this MIEF board will be dissolving and a new board has been formed to govern the new school. I will be sitting on the new board to assure that the transition for the students will go smoothly. As a result of these changes I would like to ask you to give your support to the Riviera Beach Maritime Academy in the future. I am aware that there is a grant funding budgeted to the program for the next calendar year and I would like to ask that you allocate it to the new program.

As the outgoing and last president of this board I would like to extend you, Claudia Lopez, and the rest of your staff my sincere thanks for all of your assistance in the past. Your partnership with us has allowed this program to graduate to the highest level.

Sincerely,

Tim Oenbrink

Tim Oenbrink
President
Marine Industries Education Foundation

Cc: Gidget Greco
Claudia Lopez
Verdenia Baker, Deputy County Administrator

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/20/2006

PRODUCER (863)533-3131 FAX (863)533-7038
Gibson & Wirt, Inc.
125 East Main Street
P.O. Drawer 59
Bartow, FL 33831-0059

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.

INSURERS AFFORDING COVERAGE

INSURED Riviera Beach Maritime Academy Corp
251 11th Street West
Riviera Beach, FL 33404

INSURER A: Scottsdale Insurance Company
INSURER B: Hartford Fire Ins Co
INSURER C: National Union Fire Ins Co of Pittsburg, PA
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.

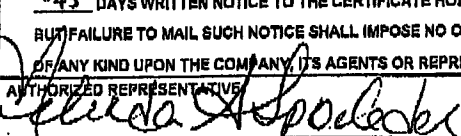
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CLS1253198	07/15/2006	07/15/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COM/POP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	CLS1253198	07/15/2006	07/15/2007	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input 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 checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
A	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	21WE0B4273 STATE ACTS	07/15/2006	07/15/2007	<input type="checkbox"/> NO STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Directors & Officers	6730736	07/15/2006	07/15/2007	\$1,000,000 Liability Limit \$1,000 Deductible \$25,000 EPLI Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Crime: Ohio Casualty Ins Co-\$500,000 Liability Limit/ \$1,000 Ded. Pol #3878778 Eff 07/15/06-07/15/07
 USL&H: American Longshore Mutual Assoc. LTD, 1M/1M/1M limits- Pol#INCD00346-01 Eff 07/15/06-07/15/07
 Palm Beach County School District is listed as an additional insured under the general liability policy

Property coverage is provided by Viking Yacht Company

CERTIFICATE HOLDER: School District of Palm Beach County
 ADDITIONAL INSURED/INSURER LETTER: _____
 CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

School District of Palm Beach County
Attn: Sharon Kovner
3300 Forrest Hill Blvd
Suite A-336
West Palm Beach, FL 33406-5813


 AUTHORIZED REPRESENTATIVE

ACORD CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
08/24/2006

PRODUCER (863)533-3131 FAX (863)533-7038
Gibson & Wirt, Inc.
125 East Main Street
P.O. Drawer 59
Bartow, FL 33831-0059
Attn Clyde Gibson Ext

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.

COMPANIES AFFORDING COVERAGE

- COMPANY A Scottsdale Insurance Company
- COMPANY B
- COMPANY C
- COMPANY D

INSURED
Riviera Beach Maritime Academy Corp
251 11th Street West
Riviera Beach, FL 33404

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	X PROPERTY	CPS0794369	08/01/2006	08/01/2007	BUILDING	\$
	CAUSES OF LOSS				X PERSONAL PROPERTY	\$ 50,000
	BASIC				BUSINESS INCOME	\$
	BROAD				EXTRA EXPENSE	\$
	X SPECIAL				BLANKET BUILDING	\$
	EARTHQUAKE				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
	INLAND MARINE				\$	
	TYPE OF POLICY				\$	
	CAUSES OF LOSS				\$	
	NAMED PERILS				\$	
	OTHER				\$	
	CRIME				\$	
	TYPE OF POLICY				\$	
	BOILER & MACHINERY				\$	
	OTHER				\$	

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

SPECIAL CONDITIONS/OTHER COVERAGES

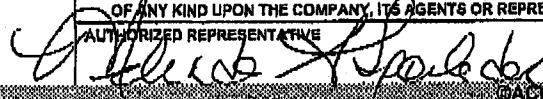
CERTIFICATE HOLDER

School District of Palm Beach County
Attn: Sharon Kovner
3300 Forrest Hill Blvd.
Suite A103
West Palm Beach, FL 33406-5813

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 9/19/2006	12:01 A.M. standard time	Policy No. CLS1253198
Named Insured RIVIERA BEACH MARITIME ACADEMY CORP		Countersigned by

(Authorized Representative)

SCHEDULE

1. Designation of Premises (Part Leased to You):
251 11th Street West
West Palm Beach, FL 33404
2. Name of Person or Organization (Additional Insured):
Palm Beach County
c/o Economic Development Office
301 N Olive Ave, 10th Floor
West Palm Beach, FL 33401
3. Additional Premium:
Included

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 9/19/2006
PRODUCER GIBSON & WIRT, INC. Po Drawer 59 Bartow, FL 33830-0059			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 Riviera Beach Maritime Academy Corp 251 11th Street W West Palm Beach, FL 33404			COMPANIES AFFORDING COVERAGE			
			COMPANY A Scottsdale Insurance Co			
			COMPANY B			
			COMPANY C			
COMPANY D						
COVERAGES 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.						
CO LTR	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 OWNER'S & CONTRACTOR'S PROT	CLS1253198	7/15/2006	7/15/2007	GENERAL AGGREGATE	\$ 3,000,000
	PRODUCTS - COMP/OP AGG				\$ 3,000,000	
	PERSONAL & ADV INJURY				\$ 1,000,000	
	EACH OCCURRENCE				\$ 1,000,000	
	FIRE DAMAGE (Any one fire)				\$ 100,000	
	MED EXP (Any one person)				\$ 5,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
BODILY INJURY (Per person)	\$ EXCLUDED					
BODILY INJURY (Per accident)	\$ EXCLUDED					
PROPERTY DAMAGE	\$ EXCLUDED					
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT	\$ EXCLUDED
OTHER THAN AUTO ONLY:					EACH ACCIDENT	\$ EXCLUDED
					AGGREGATE	\$ EXCLUDED
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE	\$ EXCLUDED
					AGGREGATE	\$ EXCLUDED
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL					WC STATUTORY LIMITS	\$ EXCLUDED
					EL EACH ACCIDENT	\$ EXCLUDED
					EL DISEASE - POLICY LIMIT	\$ EXCLUDED
					EL DISEASE - EA EMPLOYEE	\$ EXCLUDED
OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Palm Beach Co. Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are listed as Additional Insured.						
CERTIFICATE HOLDER Palm Beach Co. Board of County Commissioners Palm Beach County c/o Economic Development Office 301 N. Olive Ave, 10th Floor West Palm Beach, FL 33401- is named as additional insured				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE <i>Richard F. Hull</i>		
ACORD 25 (1/85) © ACORD CORPORATION 1988						

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[Barcode]

Date of this notice: 02-24-2006

Employer Identification Number:
20-4325983

Form: SS-4

Number of this notice: CP 575 A

RIVIERA BEACH MARITIME ACADEMY CORP
RIVIERA BEACH MARITIME ACADEMY
1550 AVENUE C
RIVIERA BEACH FL 33404

For assistance you may call us at:
1-800-829-4933

002770

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 20-4325983. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label we provided. If this isn't possible, it is very important that you use your EIN and complete name and address exactly as shown above on all federal tax forms, payments and related correspondence. Any variation may cause a delay in processing, result in incorrect information in your account or even cause you to be assigned more than one EIN. If the information isn't correct as shown above, please correct it using tear off stub from this notice and return it to us so we can correct your account.

Based on the information from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	07/31/2006
Form 1120	03/15/2007
Form 940	01/31/2007

If you have questions about the form(s) or the due dates(s) shown, you can call or write to us at the phone number or address at the top of the first page of this letter. If you need help in determining what your tax year is, see Publication 536, Accounting Periods and Methods, available at your local IRS office or you can download this Publication from our Web site at www.irs.gov.

If you believe your yearly employment taxes will be \$1,000 or less for the tax year (average annual wages of \$4,000 or less), please contact us on 1-800-829-0115. You will be required to file Form 944, Employer's Annual Federal Tax Return, rather than Form 941, Employer's Quarterly Federal Tax Return. This return will be due annually, on January 31, following the end of the tax year. You can pay your tax liability annually when you file your return, or you may choose to make more frequent deposits to reduce the balance due with your annual return. If you use a Reporting Agent or Tax Practitioner, inform him or her of your Form 944 filing requirement. If your annual liability rises to \$2,500 or more, you will be required to make deposits. If you do not make the required deposits, you may be subject to penalties and/or interest. Please refer to Publication 15 (Circular E), Employer's Tax Guide, for deposit requirements and for more details on the Form 944 annual filing program.

Form SS-4 (Rev. December 2001) Department of the Treasury Internal Revenue Service		Application for Employer Identification Number (For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.) ▶ See separate instructions for each line. ▶ Keep a copy for your records.		EIN OMB No. 1545-0003															
1* Legal name of entity (or individual) for whom the EIN is being requested Riviera Beach Maritime Academy Corp																			
2 Trade name of business (if different from name on line 1) Riviera Beach Maritime Academy			3 Executor, trustee, "care of" name																
4a* Mailing address (room, apt., suite no. and street, or P.O. box) 1550 Avenue C			5a Street address (if different) (Do not enter a P.O. box)																
4b* City, state, and ZIP code Riviera Beach FL 33404			5b City, state, and ZIP code																
6* County and state where principal business is located County Palm Beach State FL																			
7a Name of principal officer, general partner, grantor, owner, or trustor John C Hook			7b SSN, ITIN, EIN 169-48-1043																
8a* Type of entity (check only one) <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"> <input type="radio"/> Sole Proprietor (SSN) _____ <input type="radio"/> Partnership <input checked="" type="radio"/> Corporation (enter form number to be filed) ▶ non profit (990) <input type="radio"/> Personal Service <input type="radio"/> Church or church-controlled organization <input type="radio"/> Other nonprofit organization (specify) ▶ _____ <input type="radio"/> Other (specify) ▶ _____ </td> <td style="width:50%; border: none;"> <input type="radio"/> Estate (SSN of decedent) _____ <input type="radio"/> Plan administrator (SSN) _____ <input type="radio"/> Trust (SSN of grantor) _____ <input type="radio"/> National Guard <input type="radio"/> Farmers' cooperative <input checked="" type="radio"/> REMIC Group Exemption NO. (GEN) ▶ _____ </td> </tr> <tr> <td style="border: none;"> <input checked="" type="radio"/> State/local government <input checked="" type="radio"/> Federal government/military <input checked="" type="radio"/> Indian tribal government/enterprises </td> <td style="border: none;"></td> </tr> </table>					<input type="radio"/> Sole Proprietor (SSN) _____ <input type="radio"/> Partnership <input checked="" type="radio"/> Corporation (enter form number to be filed) ▶ non profit (990) <input type="radio"/> Personal Service <input type="radio"/> Church or church-controlled organization <input type="radio"/> Other nonprofit organization (specify) ▶ _____ <input type="radio"/> Other (specify) ▶ _____	<input type="radio"/> Estate (SSN of decedent) _____ <input type="radio"/> Plan administrator (SSN) _____ <input type="radio"/> Trust (SSN of grantor) _____ <input type="radio"/> National Guard <input type="radio"/> Farmers' cooperative <input checked="" type="radio"/> REMIC Group Exemption NO. (GEN) ▶ _____	<input checked="" type="radio"/> State/local government <input checked="" type="radio"/> Federal government/military <input checked="" type="radio"/> Indian tribal government/enterprises												
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8b If a corporation, name the state or foreign country (if applicable) where incorporated		State FL	Foreign country																
9* Reason for applying (check only one) <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"> <input checked="" type="radio"/> Started new business (specify type) ▶ non profit corp <input type="radio"/> Hired employees (Check the box and see line 12) <input type="radio"/> Compliance with IRS withholding regulations <input type="radio"/> Other (specify) ▶ _____ </td> <td style="width:50%; border: none;"> <input type="radio"/> Banking purpose (specify purpose) ▶ _____ <input type="radio"/> Changed type of organization (specify new type) ▶ _____ <input type="radio"/> Purchased going business <input type="radio"/> Created a trust (specify type) ▶ _____ <input type="radio"/> Created a pension plan (specify type) ▶ _____ </td> </tr> </table>					<input checked="" type="radio"/> Started new business (specify type) ▶ non profit corp <input type="radio"/> Hired employees (Check the box and see line 12) <input type="radio"/> Compliance with IRS withholding regulations <input type="radio"/> Other (specify) ▶ _____	<input type="radio"/> Banking purpose (specify purpose) ▶ _____ <input type="radio"/> Changed type of organization (specify new type) ▶ _____ <input type="radio"/> Purchased going business <input type="radio"/> Created a trust (specify type) ▶ _____ <input type="radio"/> Created a pension plan (specify type) ▶ _____													
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10* Date business started or acquired (month, day, year) FEB 1 2006			11 Closing month of accounting year DEC																
12 First date wages or annuities were paid or will be paid (month, day, year) <i>Note: if applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year)</i> ▶ JUN 1 2006																			
13 Highest number of employees expected in the next twelve months <i>Note: if the applicant does not expect to have any employees during the period, enter "-0-"</i> ▶			Agriculture	Household 15															
14* Check box that best describes the principal activity of your business <table style="width:100%; border: none;"> <tr> <td style="width:20%; border: none;"><input type="radio"/> Construction</td> <td style="width:20%; border: none;"><input type="radio"/> Rental & leasing</td> <td style="width:20%; border: none;"><input type="radio"/> Transportation & warehousing</td> <td style="width:20%; border: none;"><input type="radio"/> Health care & social assistance</td> <td style="width:20%; border: none;"><input type="radio"/> Wholesale-agent/broker</td> </tr> <tr> <td style="border: none;"><input type="radio"/> Real estate</td> <td style="border: none;"><input type="radio"/> Manufacturing</td> <td style="border: none;"><input type="radio"/> Finance & insurance</td> <td style="border: none;"><input type="radio"/> Accommodation & food service</td> <td style="border: none;"><input type="radio"/> Wholesale-other</td> </tr> <tr> <td colspan="5" style="border: none;"><input checked="" type="radio"/> Other (specify) education</td> </tr> </table>					<input type="radio"/> Construction	<input type="radio"/> Rental & leasing	<input type="radio"/> Transportation & warehousing	<input type="radio"/> Health care & social assistance	<input type="radio"/> Wholesale-agent/broker	<input type="radio"/> Real estate	<input type="radio"/> Manufacturing	<input type="radio"/> Finance & insurance	<input type="radio"/> Accommodation & food service	<input type="radio"/> Wholesale-other	<input checked="" type="radio"/> Other (specify) education				
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15* Indicate principal line of merchandise sold; specific construction work done; products produced; or services provided. education																			
16a* Has the applicant ever applied for an employer identification number for this or any other business? <input type="radio"/> Yes <input checked="" type="radio"/> No <i>Note if "Yes" please complete lines 16b and 16c</i>																			
16b If you checked "Yes" on line 16a, give applicant's legal name and trade name shown on prior application if different from line 1 or 2 above. Legal name ▶ _____ Trade name ▶ _____																			
16c Approximate date when, and city and state where, the application was filed. Enter previous employer identification number if known. Approximate date when filed (month, day, year) City and state where filed Previous EIN																			
Complete section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form																			
Third	Designee's name David J Winkowski			Designee's telephone number (include area code)															

Party Designee	Address and ZIP code 2600 One Commerce Sq Philadelphia PA 19103	(215) 564 - 8186 Designee's fax number (include area code) (215) 564 - 8120
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. Name and title (Type or print clearly) ▶ <i>John C. Wood</i> 2/17/06		Applicant's telephone number (include area code) (215) 564 - 8057 Applicant's fax number (include area code) (215) 564 - 8120
Signature ▶ Not Required	Date ▶ February 17, 2006 GMT	

**Electronic Articles of Incorporation
For**

RIVIERA BEACH MARITIME ACADEMY, CORP.

N06000001119
FILED
February 02, 2006
Sec. Of State
sprather

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

RIVIERA BEACH MARITIME ACADEMY, CORP.

Article II

The principal place of business address:

1550 AVENUE C
RIVIERA BEACH, FL. US 33404

The mailing address of the corporation is:

1550 AVENUE C
RIVIERA BEACH, FL. US 33404

Article III

The specific purpose for which this corporation is organized is:

THE PRIMARY PURPOSE OF THE CORPORATION IS TO CREATE AND OPERATE A CHARTER SCHOOL TO PREPARE STUDENTS FOR CAREERS IN THE MARITIME TRADES AND TO EDUCATE THEM TO BECOME USEFUL AND PRODUCTIVE MEMBERS OF SOCIETY.

Article IV

The manner in which directors are elected or appointed is:

BY THE BOARD

Article V

The name and Florida street address of the registered agent is:

ETHEL ISAACS-WILLIAMS ESQ.
2655 N. OCEAN DRIVE
#502
RIVIERA BEACH, FL. 33404

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ETHEL ISAACS-WILLIAMS

N06000001119
FILED
February 02, 2006
Sec. Of State
sprather

Article VI

The name and address of the incorporator is:

JOHN C. HOOK, ESQ.
2600 ONE COMMERCE SQUARE

PHILADELPHIA, PA 19103

Incorporator Signature: JOHN C. HOOK

Article VII

The effective date for this corporation shall be:

02/01/2006

Certified Copy

I certify the attached is a true and correct copy of the Articles of Incorporation of RIVIERA BEACH MARITIME ACADEMY, CORP., a Florida corporation, filed electronically on February 02, 2006 effective February 01, 2006, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

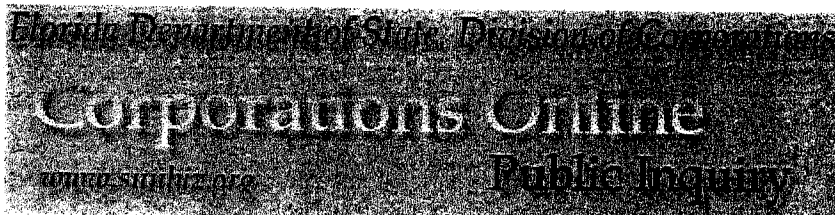
The document number of this corporation is N06000001119.

Authentication Code: 060203084238-700065084057#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Third day of February, 2006



Sue M. Cobb
Sue M. Cobb
Secretary of State



Florida Non Profit

RIVIERA BEACH MARITIME ACADEMY, CORP.

PRINCIPAL ADDRESS
 1550 AVENUE C
 RIVIERA BEACH FL 33404 US

MAILING ADDRESS
 1550 AVENUE C
 RIVIERA BEACH FL 33404 US

Document Number
 N06000001119

FEI Number
 NONE

Date Filed
 02/02/2006

State
 FL

Status
 ACTIVE

Effective Date
 02/01/2006

Registered Agent

Name & Address
ISAACS-WILLIAMS, ETHEL ESQ. 2655 N. OCEAN DRIVE #502 RIVIERA BEACH FL 33404

Officer/Director Detail

Name & Address	Title
NONE	

Annual Reports

Report Year	Filed Date

[Previous Filing](#)

[Return to List](#)

[Next Filing](#)

No Events
 No Name History Information

Document Images

Listed below are the images available for this filing.

02/02/2006 -- Domestic Non-Profit

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

Corporations Inquiry

Corporations Help