

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

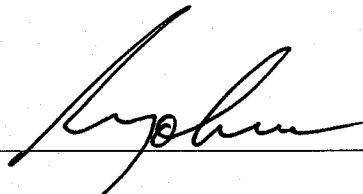
Staff recommends motion to approve: A \$50,000 Marine Tech Prep Grant Agreement with the Riviera Beach Maritime Academy (RBMA) retroactive from October 1, 2006 to September 30, 2007.


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.