

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: 9/9/08

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve:

- A) Agreement with Riviera Beach Maritime Academy, Corp. for the period August 19, 2008, through December 31, 2008, in an amount not-to-exceed \$10,000 for funding of the Lake Worth Lagoon Partnership Artificial Reef project;
- B) A Budget Transfer of \$10,000 in the Transportation Improvement Fund from Reserve for District 7 to the County Transportation Trust Fund;
- C) A Budget Transfer of \$10,000 in the Transportation Trust Fund increasing the annual transfer from the Transportation Improvement Fund and decreasing the annual transfer from the General Fund;
- D) A Budget Transfer of \$10,000 in the General Fund decreasing the annual transfer to the County Transportation Trust Fund and increasing the annual transfer to the Park Improvement Fund; and
- E) A Budget Amendment of \$10,000 in the Park Improvement Fund increasing the annual transfer from the General Fund and increasing the appropriation to the District 7 Recreation Assistance Program.

**Summary:** This funding in the amount of \$10,000 is to help offset costs paid by Riviera Beach Maritime Academy, Corp for the Lake Worth Lagoon Partnership Artificial Reef Project. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to July 1, 2007. The budget transfers and budget amendment increase the gas tax support and decrease the ad valorem support of the County Transportation Trust Fund, thereby allowing for the allocation of \$10,000 from available ad valorem support to the District 7 Recreation Assistance Program. At the November 21, 2006, Board meeting, the flexibility of up to \$200,000 in transfers was approved for this purpose. With the approval of this project, the remaining balance available in transfers for District 7 for FY 2008 is \$130,000. District 7 (AH)

**Background and Justification:** The Riviera Beach Maritime Academy, Corp. is a not-for-profit corporation whose purpose is to prepare students for careers in the maritime trades and educate them to become useful and productive members of society. Maritime Academy's students designed and constructed an artificial reef in the Lake Worth Lagoon to enhance recreational opportunities in Palm Beach County. The reef was deployed from Kelsey Park in Lake Park to the Lake Worth Lagoon north of the Blue Heron Bridge. The artificial reef provides new habitat and is open to fishermen, swimmers, and snorkelers. The marine habitat in Lake Worth Lagoon will be monitored over time, and students will continue to access the reef as a part of their hands-on, experiential education.

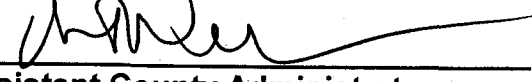
The total cost of the artificial reef project was approximately \$40,000 for design and construction, personnel costs, materials, equipment and equipment rental, and other miscellaneous expenses associated with the artificial reef project. The \$10,000 from RAP – District 7 will help offset a portion of the project costs. The Agreement has been executed on behalf of the Riviera Beach Maritime Academy, Corp, and now needs to be approved by the Board of County Commissioners.

**Attachments:**

- 1. Agreement
- 2. Budget Transfers (3)
- 3. Budget Amendment
- 4. Commissioner Authorization

Recommended by:   
Department Director

7/30/08  
Date

Approved by:   
for Assistant County Administrator

8/8/08  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>10,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>10,000</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_  
 Object \_\_\_\_\_ Program N/A

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

Transportation Improvement Fund/Reserve for District 7 3500-368-9117-9907 \$10,000

**C. Departmental Fiscal Review:**                     ckopelakis                    

**III. REVIEW COMMENTS**

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

                    A. Willhite 8.5.08                      
 OFMB                     8/5/08                                         VO                                         08/04/08                                         Del                                         8/14/08                                         SH                                         8/5/08                      
                    [Signature] 8/6/08                      
 Contract Development and Control

**B. Legal Sufficiency:**

**This Contract complies with our contract review requirements.**

                    Anne Delgant 8/7/08                      
 Assistant County Attorney

**C. Other Department Review:**

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

**AGREEMENT BETWEEN PALM BEACH COUNTY AND RIVIERA BEACH MARITIME  
ACADEMY, CORP. FOR THE FUNDING OF THE LAKE WORTH LAGOON  
PARTNERSHIP – ARTIFICIAL REEF PROJECT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Riviera Beach Maritime Academy, Corp., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Maritime Academy".

**WITNESSETH:**

**WHEREAS**, Maritime Academy is a not-for-profit corporation whose purpose 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; and

**WHEREAS**, Maritime Academy's students designed and constructed an artificial reef in the Lake Worth Lagoon to enhance recreational opportunities in Palm Beach County and to tie together strands of the Florida Sunshine States Standards Curriculum in a school-wide project; and

**WHEREAS**, the reef was deployed from Kelsey Park in Lake Park to the Lake Worth Lagoon on a permitted site north of Blue Heron Bridge; and

**WHEREAS**, the artificial reef provides new habitat and is open to fishermen, swimmers, and snorkelers; and

**WHEREAS**, the marine habit in the Lake Worth Lagoon will be monitored over time, and students will continue to access the reef as a part of their hands-on, experiential education; and

**WHEREAS**, the artificial reef project cost approximately \$40,000 for design and construction, personnel costs, materials, equipment and equipment rental, and other miscellaneous expenses associated with the artificial reef project; and

**WHEREAS**, Maritime Academy has requested that County provide \$10,000 to help offset costs for the artificial reef project; and

**WHEREAS**, funding for the artificial reef project in an amount not-to-exceed \$10,000 is available from District 7 Recreation Assistance Program (RAP) reserves; and

**WHEREAS**, the Lake Worth Lagoon artificial reef project provides an environmental and public recreational benefit; and

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

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

1. County agrees to fund an amount not-to-exceed \$10,000 to Maritime Academy for the artificial reef project to include design and construction, personnel costs, materials, equipment and equipment rental, and other miscellaneous expenses associated with the artificial reef project, as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".

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

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

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Maritime Academy. Said information shall list each invoice paid by Maritime Academy and shall include the vendor invoice number; invoice date; and the amount paid by Maritime Academy along with the number and date of the respective check or proof of payment for said payment. Maritime Academy shall attach a copy of each vendor invoice paid by Maritime Academy along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Maritime Academy's Program Administrator and Project Financial Officer shall certify the total funds spent by Maritime Academy on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Maritime Academy and approved by Maritime Academy as indicated.

3. Maritime Academy incurred expenses for the Project beginning on July 1, 2007. Those costs incurred by Maritime Academy for the Project, approved and submitted accordingly by Maritime Academy subsequent to July 1, 2007, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

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

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

6. Maritime Academy agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin,

ancestry, marital status, or sexual orientation.

7. Maritime Academy shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until December 31, 2008, commencing upon the date of execution by the parties hereto.

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

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

11. Maritime Academy shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 1, 2007, through September 30, 2008. Maritime Academy shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 31, 2008. Upon written notification to County at least ninety (90) days prior to that date Maritime Academy may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Maritime Academy's request for said extension.

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

13. Maritime Academy agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct

business or activity conducted by Maritime Academy. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

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

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

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

**Commercial General Liability.** Maritime Academy 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. Maritime Academy shall provide this coverage on a primary basis.

**Worker's Compensation Insurance & Employer's Liability.** Maritime Academy shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute

Chapter 440. Maritime Academy shall provide this coverage on a primary basis.

**Additional Insured.** Maritime Academy 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." Maritime Academy shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Maritime Academy hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Maritime Academy shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Maritime Academy enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, Maritime Academy shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

**Right to Review.** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

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

18. Maritime Academy shall maintain books, records, documents and other evidence that

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

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

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

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

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

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

As to the County:

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

As to Maritime Academy:

Principal  
Riviera Beach Maritime Academy, Corp.  
251 West 11<sup>th</sup> Street  
Riviera Beach, FL 33404

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



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

**ATTEST:**  
**SHARON R. BOCK, Clerk & Comptroller**

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

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

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

**WITNESSES:**

Nancy Beyer  
Veronica Bennett

**RIVIERA BEACH MARITIME ACADEMY, CORP.**

FEI Number: 20-4325983

By: George Carter  
Name (Type or Print)

President

Title

George Carter

Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

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

By: Dennis L. Eshleman

Dennis L. Eshleman, Director  
Parks and Recreation Department

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

Name of Agency: Riviera Beach Maritime Academy, Corp  
Mailing Address: 251 West 11<sup>th</sup> Street, Riviera Beach, FL  
Federal Employer Identification Number: 204325983  
Name of President/ Board Chairman: George Carter, RBMA President  
Name of Principal: Dexter Orange  
Project Liaison Information: David Sellepach  
Name:  
Telephone #: (561) 841-7600  
Fax #: (561) 841-7626  
e-mail: dsellepack@rbmaritime.org  
or mdaniel@rbmaritime.org

Purpose/Mission of Agency: Build and provide "Artificial Reef" in Lake Worth Lagoon

PROJECT INFORMATION

1. Name of Project: Riviera Beach Maritime Academy Lake Worth Lagoon Partnership - Artificial Reef Project
2. Project Description
  - General (Project Scope):  
Design, construction, deployment and monitoring of prototype marine habitat in the Lake Worth Lagoon.
  - Public Purpose:  
Reef to serve as monitoring site for current and future
  - Location and Date: Students as well as public usage.  
Kelsey Park in Lake Park / Deployment May 29/30, 2008
  - Anticipated Number of Participants/Users:  
All current and future Marine Biology Classes
3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.
  - Design and Construction
  - Material
  - Equipment
  - Equipment Rental
  - Personnel costs
  - Miscellaneous
4. Estimated Lump Sum Total for Project: \$ 40,000
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). 7/1/2007 to 9/30/2008

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

6. Required Attachment: Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded \$ 10,000  
Transfer from Gas Tax to RAP District 7  
(filled in by County)

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



**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT**

**EXHIBIT B**

**CONTRACT PAYMENT REQUEST**

Date \_\_\_\_\_

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

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

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

Key Legend

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

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

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

\_\_\_\_\_  
 Administrator Date

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

**PBC USE ONLY**

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

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

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

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

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

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

Reviewed and Approved By: \_\_\_\_\_  
 PBC Project Administrator Date

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



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

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

**EXHIBIT B**

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

\_\_\_\_\_ Date  
 Project Name: \_\_\_\_\_  
 Contract Reimbursement Period: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
 Administrator Date

\_\_\_\_\_  
 Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/01/2008

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 W 11th Street  
Riviera Beach, FL 33404

INSURER A: Scottsdale Insurance Company  
INSURER B: Hartford Fire Ins Co  
INSURER C: National Union Fire Ins C 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.

INSTR	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	CLS1379784	07/15/2007	07/15/2008	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP 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 ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CLS1379784	07/15/2007	07/15/2008	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
B	OTHER Directors & Officers Liability	21WE084273 STATE ACTS 7445271	07/15/2007	07/15/2008	WC STATUS: <input type="checkbox"/> 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 \$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 Insurance Co-\$500,000 Liability Limit/ \$1,000 Ded. Pol#3878778 07/15/07-07/15/08  
USL&H: American Longshore Mutual Assoc. LTD 1M/1M/1M limits/ Pol# INC000346-02 07/15/07-07/15/08  
The certificate holder is listed as an additional insured under the general liability policy

CERTIFICATE HOLDER

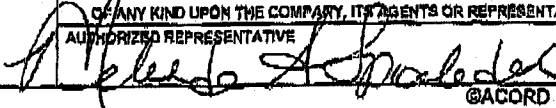
ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

Palm Beach County  
Dept. of Parks and Recreation  
2700 6th Avenue South  
Lake Worth, FL 33461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/18/2008

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

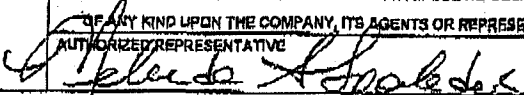
INSURER A: **Scottsdale Insurance Company**  
INSURER B: **National Union Fire Ins Co of Pittsburg PA**  
INSURER C: **Hartford Fire Ins Co**  
INSURER D:  
INSURER E:

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CLS1531147	07/15/2008	07/15/2009	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any amt fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> OCC-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73APR214997 HIRED & NON-OWNED COVERED UNDER CO "A"GL POLICY	11/16/2007	11/16/2008	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	21WE084273 STATE ACTS	07/15/2008	07/15/2009	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER Directors & Officers Liability	6665953	07/15/2008	07/15/2009	\$1,000,000 Liability Limit \$10,000 Deductible \$25,000 EPLI Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Crime: Ohio Casualty Insurance Co-\$500,000 Liability Limit/ \$1,000 Ded. Pol#3878778 07/15/08-07/15/09  
USL&H: American Longshore Mutual Assoc. LTD 1M/1M/1M limits/ Pol# INCD00346-03 07/15/08-07/15/09  
The certificate holder is listed as an additional insured under the general liability policy

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Palm Beach County Dept. of Parks and Recreation 2700 6th Avenue South Lake Worth, FL 33461		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 

2008 \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX 072908-3176

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/29/08	REMAINING BALANCE
<b>TRANSFERS-COUNTY TRANS TRUST</b>								
3500-821-8006-9026	Tr To Co Trans Trust Fd 1201	2,000,000	2,567,670	10,000	0	2,577,670	0	2,577,670
<b>RESERVE FOR DISTRICT 7</b>								
3500-368-9117-9907	Res-Future Construction	3,797,960	2,622,062	<u>0</u>	<u>10,000</u>	2,612,062		
				10,000	10,000			
(Riviera Bch Maritime Academy Corp/Lake Worth Lagoon Artificial Reef-Rap)								

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 08/19/08

Engineering & Public Works

*[Signature]*

7/29/08

Administration / Budget Approval

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\_\_\_\_\_

OFMB Department - Posted

\_\_\_\_\_

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Deputy Clerk to the  
Board of County Commissioners

2008 \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGRV 072908-653

FUND County Transportation Trust

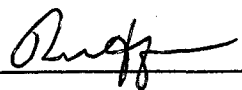
ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/29/08	REMAINING BALANCE
<b>COUNTY TRANS TRUST</b>								
1201-800-8006-8162	Tr Fr Transport Imp Fd 3500	2,000,000	2,567,670	25,000	0	2,592,670	0	2,592,670
<b>COUNTY TRANS TRUST</b>								
1201-800-8006-8000	Tr Fr General Fund Fd 0001	9,924,198	12,223,238	<u>0</u>	<u>25,000</u>	12,198,238		
				25,000	25,000			
(Riviera Bch Maritime Academy Corp/Lake Worth Lagoon Artificial Reef-Rap)								

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 08/19/08

\_\_\_\_\_  
Engineering & Public Works

  
\_\_\_\_\_

7/29/08  
\_\_\_\_\_

Administration / Budget Approval

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OFMB Department – Posted

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\_\_\_\_\_  
Deputy Clerk to the  
Board of County Commissioners



08-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

FUND 0001 - GENERAL FUND

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/19/08	REMAINING BALANCE
<b>Transfers</b>								
0001-820-9100-9184	Tr To Park Imprv Fd 3600	1,100,000	2,109,470	10,000	0	2,119,470	1,816,041	303,429
0001-820-9100-9026	Tr To Co Trans Trust Fd 1201	9,924,198	12,273,238	0	10,000	12,263,238	9,259,929	3,003,310
	<b>TOTAL</b>			10,000	10,000			

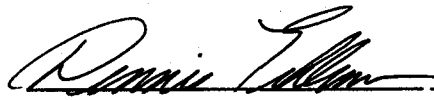
Signatures

Date

Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

 7/21/08

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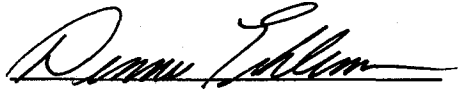
By Board of County Commissioners  
At Meeting of  
August 19, 2008  
Deputy Clerk to the Court

BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET AMENDMENT

BGRV 583 071808\*648  
 BGEX 583 071808\*3072

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/18/08	REMAINING BALANCE
<b>REVENUES</b>								
3600-800-8000-8000	Tr Fr General Fund Fd 0001	1,100,000	2,109,470	10,000	0	2,119,470	1,816,041	303,429
<b>TOTAL RECEIPTS &amp; BALANCES</b>		15,440,494	21,596,646	10,000	0	21,606,646		
<b>APPROPRIATIONS</b>								
3600-583-R917-005-8201	Contributions-Non-Govts Agnces	0	10,000	10,000	0	20,000	10,000	10,000
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		15,440,494	21,596,646	10,000	0	21,606,646		

	<b>Signatures</b>	<b>Date</b>	
<b>Parks and Recreation Department</b>		7/21/08	<b>By Board of County Commissioners</b>
<b>INITIATING DEPARTMENT/DIVISION</b>			<b>At Meeting of</b>
<b>Administration/Budget Department Approval</b>	_____	_____	<b>August 19, 2008</b>
<b>OFMB Department - Posted</b>	_____	_____	<b>Deputy Clerk to the Court</b>

## Susan Yinger

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**From:** Addie Greene  
**Sent:** Thursday, July 17, 2008 3:13 PM  
**To:** Susan Yinger  
**Cc:** Shirley Meeks  
**Subject:** TRANSFER OF FUNDS FROM DISTRICT IMPROVEMENT PROGRAM TO RECREATION ASSISTANT PROGRAM

**Importance:** High

Please allow this correspondence to serve as confirmation that I approve the transfer of funds for Riviera Beach Maritime Academy/Lake Worth Lagoon Project in the amount of, but not to exceed, \$10,000. If there are any questions concerning this request, please contact Shirley Meeks at 355-6637.

*Addie L. Greene, Chairperson  
Palm Beach County, Board of County Commissioners  
District VII  
561-355-2207*