

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b> September 23, 2008	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
	<input type="checkbox"/> <b>Workshop</b>	<input type="checkbox"/> <b>Public</b>

**Department:** Administration  
**Submitted By:** Administration  
**Submitted For:** Economic Development Office

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**I. EXECUTIVE BRIEF**

**Motion & Title:** Staff recommends motion to approve a Grant Agreement with the Riviera Beach Maritime Academy (RBMA) in the amount of \$76,000 from October 1, 2008 to September 30, 2009.

**Summary:** The Palm Beach County's Marine Tech Prep Program is in its 10th year of operations. This Grant Agreement with RBMA, a public charter school, will provide assistance for the development of the Marine Academy Program. The scope of services outlined in the Agreement include: (A) Increase enrollment by 25% in the 2008-2009 school year- from 75 to 100 students; (B) Organize eight educational field trips to put in practice the marine workforce skills learned in the classrooms; (C) Organize four marine industry-related projects such as the design of an underwater robot vehicle to participate in the International Robotic Competition and others; and (D) Assist senior students in their post-secondary career development through college admission or job/training opportunities within the Palm Beach County marine industries career network. Funding is included in the 2009 budget. Countywide (DW)

**Background and Justification:** Palm Beach County created the Marine Tech Prep Program in 1997-98 to endorse the Marine Industry. The Marine Industry employers also support the Program through fund-raising activities and the offering of job shadowing opportunities to students. 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.


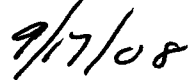
**Attachments:**

Grant Agreement

**Recommended by:**

	
Economic Development Director	Date

**Approved by:**

	
Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Grant Expenditure	_____	<u>76,000</u>	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (PBC)	_____	_____	_____	_____	_____
In-Kind Match (PBC)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>76,000</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Proposed Budget? Yes X No

Fund 1539 Department 764 Unit 1052 Object 8201

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

The source for the \$76,000 is the Palm Beach County Tech Prep Program Account.

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

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

OFMB

ahillwhite 9-11-08

(ND) CN 9/9/8  
9/15/08

J. J. J. 9/15/08  
Contract Dev. and Control

This Contract complies with our  
contract review requirements.

### B. Legal Sufficiency:

[Signature] 9/17/08  
Assistant County Attorney

### C. Other Department Review:

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

This summary is not to be used as a basis for payment.

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 \_\_\_\_\_, 2008 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 11<sup>th</sup> 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 1<sup>st</sup> day of **October 2008**. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the 30<sup>th</sup> day of **September 2009**.

**Grant Amount**

The GRANTEE will be eligible for a grant amount not to exceed **\$76,000 (seventy six 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, 2009.**

**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 **\$6,333.33**.** However, the GRANTEE may submit a cumulative billing request for more than the sum of \$6,333.33, 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, sexual orientation or gender identity or expression 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 Agreement.

#### **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, 10<sup>th</sup> 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, gender identity or expression, 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., 10<sup>th</sup> 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:

**Tonya L. Hicks, M.S., Acting Principal**  
Riviera Beach Maritime Academy  
251 West 11<sup>th</sup> 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: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Economic Development Director

**GRANTEE:  
Riviera Beach Maritime Academy Corporation**

By: \_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

**WITNESS:**

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
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:**

**INCREASE THE 2008-2009 STUDENT ENROLLMENT BY 25%**

The Riviera Beach Maritime Academy (RBMA) will increase recruitment from 75 to 100 students. Students will receive the training needed to enter college or the maritime industry workforce after graduation. RBMA will conduct an on-going recruitment campaign aimed at students and their parents through presentations at local middle and high schools as well as through open houses and tours of RBMA, tours to local marine businesses, and boat shows.

**ORGANIZE EIGHT (8) EDUCATIONAL FIELD TRIPS**

RBMA will organize two "Science under Sail" educational field trips at sea on the S/V Denis Sullivan as part of the Discover World Program and field trips to the Sea World, Florida Key Marine Sanctuary, National Oceanic and Atmospheric Administration, National Hurricane Center, Harbor Branch Oceanic Institute, and local parks and museums.

**PREPARE FOUR (4) CLASSROOM PROJECTS**

RBMA students will participate in the following classroom projects: The Plywood Regatta Competition, where students design and build boats made entirely of plywood, the International Robotic Competition, where students design an underwater robotic vehicle and compete internationally, the SCUBA Club, and the Sea Scouts.

**PROVIDE COUNSELING SERVICES TO STUDENTS**

RBMA assists students in their career development through a Counseling Program. The school counselor assists the school and students with tracking credit placement for graduation, test preparation for PSAT and SAT, college placement exams, academic and personal needs, job shadowing, and overall scheduling. RBMA plans to increase efficiency of scheduling, increase retention rate, enhance the screening process, increase placement of students in job shadowing positions, and assist students in pursuing college and job opportunities upon graduation.

RBMA projects the following outcomes from the counseling services:

- Increase students' retention rate by ten percent (10%)
- Increase the number of job shadowing firms by twenty percent (20%)
- Increase the number of students in job shadowing positions by fifteen percent (15%)
- Increase the number of students pursuing postsecondary educational opportunities by ten percent (10%)

**II. The COUNTY agrees to:**

- A. Provide \$76,000 funding for the following expenses:

<b>EXPENDITURES</b>	<b>BUDGET</b>
Classroom instruction (salary for one guidance counselor)	21,000
Field Trips / Sailing Trips (admission fees / overall expenses)	25,000
Student transportation services (payment of buses/charter services)	20,000
Classroom Supplies (Material needed in classrooms, books, navigation tools.)	10,000
<b>TOTAL BUDGET</b>	<b>\$76,000</b>

- 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, 10<sup>th</sup> 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 \_\_\_\_\_

Quarter Number \_\_\_\_\_

**Reporting Periods:**

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

**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.

1<sup>st</sup> Quarter:

2<sup>nd</sup> Quarter:

3<sup>rd</sup> Quarter:

4<sup>th</sup> Quarter:

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

1<sup>st</sup> Quarter:

2<sup>nd</sup> Quarter:

3<sup>rd</sup> Quarter:

4<sup>th</sup> Quarter:

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

1<sup>st</sup> Quarter:

2<sup>nd</sup> Quarter:

3<sup>rd</sup> Quarter:

4<sup>th</sup> Quarter:

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

- 5) Number of students participating in job shadowing opportunities (identify students' gender, employer offering the opportunity and hourly salary.)

- 6) Number of students seeking higher education and enrolled in higher education (identify student's gender, what school is s/he applying to, what program, and if the application was accepted)

- 7) School Statistics (required only for the 3<sup>rd</sup> quarterly report). Please calculate the percentage based on the total students enrolled in the same year.

INDICATORS	PREVIOUS SCHOOL YEAR AUGUST 2007 TO JUNE 2008		CURRENT SCHOOL YEAR AUGUST 2008 TO JUNE 2009	
	Total	Percentage	Total	Percentage
Student enrollment				
Student retention				
# Marine firms participating in job shadowing				
# Students participating in job shadowing				
# Students enrolled in postsecondary education				
# Students hired after graduation				



July 17, 2008

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:

Riviera Beach Maritime Academy (RBMA) respectfully request \$76,000 grant funding for the school year 2008-2009 to assist us with the increasing demand of services.

As you might already know, RBMA opened its doors on August 16, 2006 for the 2006-2007 school year. During that period, the school had 44 students enrolled with 11 students in ninth grade, 10 students in tenth grade, fourteen students in eleventh grade, and 9 students in twelfth grade.

RBMA had as a goal to increase the student population to 100 for 2007-2008. After an intensive outreach/marketing program, the school enrolled 52 new students. The current enrollment is 76 with 47 students in ninth grade, 11 students in ten grade, 10 students in eleventh grade, and 8 students in twelfth grade.

Another intensive outreach/marketing program is projected to result in the enrollment of 50 new students for 2008-2009 for a total enrollment of 125 students. Funding approval from the Palm Beach County Economic Development Office will assure the services required to provide the quality of education you have previously supported and expect from the Riviera Beach Maritime Academy.

The attached draft budget for school year 2008-2009 is based on 125 students. RBMA will use Palm Beach County's \$76,000 grant for program expenses as follows:

**(1) Guidance Counselor: Line Item Guidance Counselor, \$21,000**

Last year, you funded and we hired a full-time Guidance Counselor to assist the school and its students with tracking credit placement and scheduling for graduation, test preparation for PSAT as well as the SAT, ACT and CPT college placement exams, academic and personal needs, job shadowing and placement, and overall scheduling. However, due to the recent critical illness of our Principal, the current Guidance Counselor has become Acting Principal. We plan to retain this position, in a part-time capacity for 2008-2009, in a continuing effort to increase the retention rate, increase the number of job shadowing positions and participating students, and increase the number of students pursuing postsecondary education.

**(2) Student Transportation Services: Line Item Student Transportation Services, \$20,000**

Student transportation, to and from school, is an enormous obstacle. The Palm Beach County School District does not provide transportation for new charter schools. In addition to Palm Tran and Tri-rail, we must maintain a transportation system to get our students to and from school. This money will be used to pay for approximately 16.66 percent of the total cost for school bus transportation for our students in 2008-2009.

\$ 3,157.89	Weekly Rate
x 38.00	Weeks in 2008-2009
\$119,999.82	Total Cost
x 16.66%	Assigned Percentage
\$ 19,999.67	Assigned Cost

We will begin offering school bus transportation on the first day of class, August 18, 2008 through the last day of class, June 5, 2009. We currently have students from Wellington, Jupiter Farms, Lake Worth, Acreage, and other locations within the Palm Beach County and parents are burdened with transportation on a daily basis. Offering school bus transportation is important to increase our enrollment. The parents who are driving their children all of the extra miles each day are doing so because they have seen a positive change in the children since their enrollment in the school. School bus transportation services will be attractive to students, whose parents cannot drive them every day.

**(3) Field Trips: Line Item Field Trips General, \$25,000**

We continue to expose our students to a wide variety of off-campus field trip opportunities to enhance their education. The most unique and intensive event is a 12-day Science Under Sail, hands-on maritime education experience aboard a 147' Tall Ship, S/V Denis Sullivan, which acts as a floating classroom and laboratory. Other field trips include educational tours and experiences at Sea World, Florida Key Marine Sanctuary, National Oceanic and Atmospheric Administration and the National Hurricane Center, Jonathan Dickinson State Park, Jupiter Light House and Museum, and the Harbor Branch Oceanographic Institute.

**(4) Classroom Projects and Activities: Line Item Classroom Projects, \$10,000**

Along with in-class learning opportunities, we continue to offer after school events and experiences. One of the most popular activities involves the design and operation of Remotely Operated Vehicles, where RBMA students build underwater robots and compete on an international level. Our teams have won numerous awards over the years. The 2008 competition was held at the Scripps Oceanographic Institute, San Diego, California on June 16-19. The 2007 competition took place at the Marine Institute in St. Johns, Newfoundland.

Another popular program is the annual Plywood Regatta, where teams of students design, build and deploy their hand-made boats in a competitive environment. Several RBMA students participate in our SCUBA Club and Sea Scouts program as well. These activities and programs have costs involved, which many students are not able to afford on their own. It is our goal to be able to offer these opportunities to all of our students, no matter their economic status.

We thank you for your time and continued support to date. If you need further information, please contact me at 561-841-7600 or at [vfranco@rbmaritime.org](mailto:vfranco@rbmaritime.org).

Sincerely,

**Vince Franco**

Vince Franco

Advancement Director





DELIVERABLES  
Fiscal Year 2009

STUDENT ENROLLMENT

With an on-going recruitment campaign aimed at local students, parents and middle school administration, RBMA will increase its total enrollment from 75 to 100 students. Expected outcomes include:

- Increase overall student enrollment by twenty-five percent (25%)

MAINTAIN COUNSELING SERVICES TO STUDENTS

With the recent critical illness of our Principal, our current Guidance Counselor has become the Acting Principal. However, we plan to retain the counseling position in a part-time capacity for 2008-2009, in a continuing effort to increase the retention rate, increase the number of job shadowing positions and participating students, and increase the number of students pursuing postsecondary education. Expected outcomes include:

- Increase our retention rate by ten percent (10%)
- Increase the number of job shadowing firms by twenty percent (20%)
- Increase the number of students in job shadowing positions by fifteen percent (15%)
- Increase the number of students pursuing postsecondary education by ten percent (10%)

STUDENT TRANSPORTATION SERVICES

We have students within Palm Beach County with parents who are burdened with transportation on a daily basis. Bus transportation is attractive to parents who cannot drive their child to school every day. This service is important to increase our enrollment. Expected outcomes include:

- Increase enrollment from areas outside Riviera Beach by ten percent (10%)
- Decrease late arrivals by twenty percent (20%)

ORGANIZE EIGHT (8) FIELD TRIPS

RBMA will organize a Science Under Sail educational field trip at sea on the S/V Denis Sullivan in conjunction with Discovery World. Other field trips include educational tours and experiences at Sea World, Florida Key Marine Sanctuary, National Oceanic and Atmospheric Administration and the National Hurricane Center, Jonathan Dickinson State Park, Jupiter Light House and Museum, and the Harbor Branch Oceanographic Institute. Expected outcomes include:

- Increase student-student positive interaction by ten percent (10%)
- Increase student-teacher positive interaction by twenty percent (20%)
- Increase public awareness of the activity and school by twenty percent (20%)

#### PREPARE FOUR (4) CLASSROOM PROJECTS AND ACTIVITIES

One of the most popular activities involves the design and operation of Remotely Operated Vehicles, where RBMA students build underwater robots and compete on an international level. Our teams have won numerous awards over the years. Another popular program is the annual Plywood Regatta, where teams of students design, build and deploy their hand-made boats in a competitive environment. Several RBMA students participate in our SCUBA Club and Sea Scouts program as well. Expected outcomes include:

- Increase the learning of abstract concepts by fifteen percent (15%)
- Increase long-range retention of abstract concepts by ten percent (10%)

## ACORD CERT

## ATE OF LIABILITY INSURANCE

PMA NO. 8635337038

P. 01/02

PRODUCER (863)533-3131

Gibson &amp; Wirt, Inc.

125 East Main Street

P.O. Drawer 59

Bartow, FL 33831-0059

FAX (863)533-7038

DATE (MM/DD/YY)  
07/22/2008

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

INSURER A: Scottsdale Insurance Company

INSURER B: National Union Fire Ins Co of Pittsburgh 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.

INR/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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CLS1531147	07/15/2008	07/15/2009	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 - COMPGP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73APR214997	11/16/2007	11/16/2008	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$
	GAUGE LIABILITY <input type="checkbox"/> ANY AUTO	HIRED & NON-OWNED COVERED UNDER CO "A" GL POLICY			
C	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	21WE084273 STATE ACTS	07/15/2008	07/15/2009	EA STATE TORY LIMITS \$ EA EACH ACCIDENT \$ 1,000,000 EA DISEASE - EA EMPLOYEE \$ 1,000,000 EA DISEASE - POLICY LIMIT \$ 1,000,000
B	OTHER Directors & Officers Liability	5665953	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 ENDORSEMENTS/SPECIAL PROVISIONS  
Crime: Ohio Casualty Insurance Co-\$500,000 Liability Limit/\$1,000 Ded. Pol#3878778 07/15/08-07/15/09  
USL&M: American Longshore Mutual Assoc. LTD 1M/1M/1M limits/ Pol# INC00346-03 07/15/08-07/15/09  
10 day cancellation notice will be issued for non-payment of premium, per FL Statutes

CERTIFICATE HOLDER

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 30 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 CORPORATION 1988

Palm Beach County  
c/o Economic Development Office  
301 N Olive Avenue, 10th Floor  
West Palm Beach, FL 33401

ORD 25-S (7/07) FAX: (561)841-7626

Received 7/25/08  
C.L.