

RESOLUTION NO. 2015-43

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING A FIRST MODIFICATION TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN FLORIDA FISHING ACADEMY, INC. ("CONSULTANT") AND THE AGENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agency and Consultant entered into a Professional Service Agreement, dated November 12, 2014 ("the Agreement"); and

WHEREAS, the Agreement provides for a three year term to provide a community boating program at the redeveloped municipal marina; and

WHEREAS, the Agreement provides for the exercise of three one year options contingent upon an end of year program review, available funding, and requires the approval of the Commissioners of the Agency; and

WHEREAS, the Agency and the Consultant desire to exercise one year option of the Agreement for total annual compensation of Thirty Thousand Dollars (\$30,000) upon the terms and conditions contained herein; and

WHEREAS, the Agency and the Consultant desire to provide an amended scope of services that clearly defines the responsibilities of both parties, defines deliverables, and provides for a continued monthly report

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

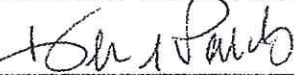
SECTION 1. The Agency hereby approves the First Modification of the Professional Service Agreement between Florida Fishing Academy, Inc. and the Riviera Beach Community Redevelopment Agency attached as Exhibit "A".

SECTION 2. The resolution shall be effective immediately upon its adoption.

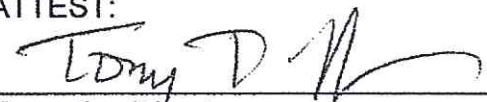
[Signatures on following page]

PASSED AND ADOPTED this 28th day of October 2015.

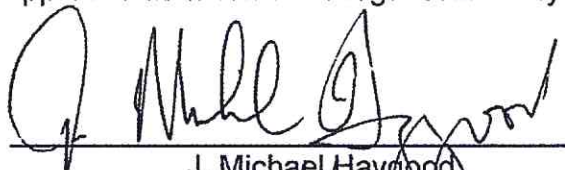
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: Dawn Pardo
Title: Chairperson

ATTEST:


Executive Director

Approved as to form and legal sufficiency



MOTION BY:

B. Guyton

J. Michael Haygood

Date 10/1/2015

SECONDED BY:

T. Davis

General Counsel to CRA

D. PARDO
T. DAVIS
C. THOMAS
B. GUYTON
K. MILLER-ANDERSON

Aye
Aye
Absent
Aye
Aye

EXTENSION AND MODIFICATION
OF
PROFESSIONAL SERVICE AGREEMENT
BETWEEN
FLORIDA FISHING ACADEMY
AND
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

THIS EXTENSION AND MODIFICATION OF PROFESSIONAL SERVICE AGREEMENT is made as of 29th day of October, 2015, by and between RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") and FLORIDA FISHING ACADEMY, Inc., a Florida for profit corporation (the "Consultant").

WHEREAS, the Agency and the Consultant entered into a Professional Service Agreement dated as of the 12th day of November, 2014, (the "Agreement") between the City of Riviera Beach Community Redevelopment Agency and Florida Fishing Academy, Inc., providing for the Consultant to provide a community boating program at the redeveloped City Marina (the "Project"); and

WHEREAS, the Agreement provides for two, one year extensions of the Agreement and requires the approval of the Commissioners of the Agency; and

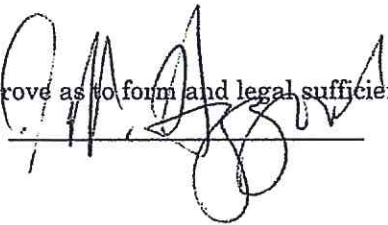
WHEREAS, the Consultant and the Agency desire to continue the total annual compensation of the Agreement by thirty thousand dollars (\$30,000) and extend the term of the Agreement for twelve months subject to and upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing, and the following covenants and promises, and for other good and valuable consideration, the receipt and sufficiency of which we hereby acknowledged the Agency and the Consultant hereby agree as follows:

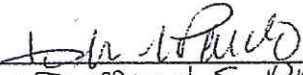
Section 1: Paragraph 2 of the Agreement is hereby amended by continuing the total compensation to be paid to the Consultant by thirty thousand dollars (\$30,000) and extending the term of the Agreement for an additional twelve months, until November 11, 2016.


Section 2. Except as provided herein, all other terms, conditions and provisions of the Agreement, as herein extended, remain unchanged and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Extension and Modification of Employment Agreement the date first above written.

Approve as to form and legal sufficiency
By: 

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: DAWN S. PARDU
Title: CMUR

CONSULTANT

Richard Brochu
President
Florida Fishing Academy, Inc.

Riviera Beach CRA Community Boating Program
Amended Scope of Services FY 2015-2016

Programming

The Florida Fishing Academy will provide the following services for the Riviera Beach Community Boating Program:

- Weekly Classes
- Week Long Camps
- Community Events

Scholarships will be offered to Riviera Beach Residents, ages 8-18, to attend the Community Boating Program; once those scholarships are filled, the remaining spots will be offered to Riviera Beach residents at a discounted price.

Weekly classes will instruct students on proper and safe boating, kayaking, fishing, and sailing practices and other curricula to be provided by the contractor to the CRA's representative in writing. Weekly classes will be held every Saturday at Bicentennial Park or elsewhere in the Marina as determined because of the ongoing construction, except on holiday weekends and during inclement weather (notice of canceled classes to be provided to the CRA representative with 24 hours' notice). See the section on Scheduled Activities for a detailed listing of program dates and activities.

The watersports curriculum will instruct students on proper and safe boating, kayaking, fishing, and sailing practices. Instruction will be provided weekly via the Saturday Classes.

Seven week long camps will be held throughout the course of the year. The curriculum during the camps will focus on but not be limited to: proper water safety techniques, fishing, and proper watersports procedures. The Camps will be held specifically during the six (6) weeks over the course of the summer months and one (1) week long camp to be provided during Spring Break. All camp dates and times will coincide with the Palm Beach County Academic Calendar and will be detailed in the Schedule of Activities (please see referenced section).

Deliverables:

The contractor is to provide the following deliverables in the following format:

Detailed Schedule of Activities:

The following is provided as the format that the schedule should follow, the following is a sample and is to be completed by the contractor; the schedule should be detailed for the entire twelve (12) months. The final and complete schedule is provided in the program below. The contractor shall provide any changes to the schedule of activities to the CRA representative in writing (via email) with 24 hours' notice.

Reporting:

Contractor is to provide the following monthly reports as backup to the invoice:

1. One (1) to two page Monthly Narrative to include the following elements:
 - a. Highlights
 - b. Challenges
 - c. Volunteer Names
 - d. Community Partners
 - e. Compliance
 - f. Innovation
 - g. Pictures
2. Monthly Chart
3. On Site Audit (Annual)

| Report | | | |
|---------------------------------------|----------------|---------------|-----|
| Activity | Annual Targets | Current Month | YTD |
| Community Events | | | |
| Riviera Residents— Single Sessions | | | |
| Non-Residents— Single Sessions | | | |
| Non-Residents— Camp | | | |
| Classes | | | |
| Weeks of Camp | | | |
| Volunteer Hours | | | |

Programming (\$30,000)

- **Water Sports Instruction:** Weekly classes to provide instruction (Snorkeling, Kayaking, Sailing, Fishing)-Total of 500 students served with free tuition. There will be a total of 55 classes held over 49 weeks; class size will average 10 students, with a total of 500 students served over the year.
 - Classes will be held from November 2015 – November 2016 (see schedule of activities for a complete listing of dates and times)
 - Classes will be held every Saturday (except for holiday weekends and weekends of inclement weather. In the case of inclement weather, the Contractor will send notice to the CRA representative within 24 hours in writing by email)
- **Community Events:** The Florida Fishing Academy will host two community events throughout the year) one community event each in the 2nd and 3rd quarter). The community events will focus on providing water access to the greater community. The vendor will be responsible for the planning, marketing, advertising, scheduling and execution of the Community Events.

- **Summer/Spring Break Camp**
 - A total of 7 camps, (each camp five days in duration), will be held over the course of the year
 - The camp schedule is outlined in the Schedule of Activities and is to coincide with the Palm Beach County Academic Calendar
 - 6 weeks of camp during the Summer Break
 - 1 week of camp during the Spring Break
 - The camps are to be five days in duration and will average 20 students per class for a total of 140 students served over the course of the camps.

Vendor Responsibilities

Vendor is responsible for:

- The provision of all necessary program equipment and materials to serve the classes and camps
- The safe and secure storage of the equipment
- Providing safe and secure instruction to students
- Determining that enrollment of students meets CRA guidelines
- Coordinating all logistics with Marina Director, and following all instructions, commands, and directives of the Marina Director
- Maintains the proper and correct amount of insurance and provides evidence of certificate to CRA representative
- Provide a detailed schedule of events to the CRA Representative no later than 60 days prior to the beginning of each program year (Referenced in the Schedule of Activities Section)
- Assure proper tracking of students and provide regular reports to CRA Representative
- All **staff and volunteers** will annually undergo background screenings. The background screenings should meet the Department of Juvenile Justice Level II Background Screening from an authorized entity (or a higher level of scrutiny). A letter of clearance **must** be provided to the CRA Representative; this letter **must** detail if the applicant has met one of the following classifications:
 - Eligible
 - Identified/Non Caretaker Only
 - Ineligible/Disqualified

Staff and/or volunteers who do not receive an eligible rating are not qualified to participate and can only be hired or utilized in a position where they do not have contact or access to youth or confidential youth records in the Riviera Beach Community Boating Program. An applicant may complete a background screening with the Palm Beach County School Board provided that the background screening meets or exceeds the Department of Juvenile Justice Level II scrutiny and provided that the Palm

Beach County School Board agrees to release a letter of clearance to the RBCRA.

- Obtain release of liens from all parents and return to the CRA, holding the CRA and City of Riviera Beach free from liability.
- Provide monthly reporting on the status of the program as referenced in the reporting section of this scope of services.

CRA Responsibilities


- Remit grant proceeds to vendor in a timely manner as agreed upon.
- Evaluate program annually and report findings to the Board of Commissioners.
- Remit a notice of program commencement to the vendor within seven (7) business days of execution of the agreement.



Florida's Dynamic
Waterfront Community

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM:  Tony T. Brown, Executive Director, Riviera Beach CRA

DATE: October 28, 2015

COPY: Michael Haygood, General Counsel, Riviera Beach CRA

SUBJECT: Resolution Approving the First Modification to the Professional Service Agreement Between Florida Fishing Academy, Inc., and Riviera Beach Community Redevelopment Agency

REQUEST FOR BOARD ACTION

Riviera Beach Community Redevelopment Agency (RBCRA) requests authorization to approve the first modification to the Professional Service Agreement with Florida Fishing Academy, Inc., (FFA) to provide a Community Boating Program through November 11, 2016.

BACKGROUND

On November 12, 2014, RBCRA Board of Commissioners approved a three (3) year Professional Service Agreement with FFA to provide a Community Boating Program at the redeveloped Municipal Marina with each year's contract contingent upon an end of year program review, available funding, and the approval of the Board of Commissioners. Attached as Attachment "A" is Resolution number 2014-62 approving the Professional Service Agreement between FFA and RBCRA.

FFA was selected to provide a Community Boating Program in FY 2011-2012 through a publically posted solicitation, proposal evaluation, and oral interview process. RBCRA selected the Florida Fishing Academy as the vendor to administer a Community Water Recreation Program, geared towards children ages 8-18, based out of the Municipal Marina. The Professional Service Agreement was first modified on November 16, 2012 and modified again on November 18, 2013.

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

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www.rbcra.com

Tony T. Brown, Executive Director
Board of Commissioners
KaShamba L. Miller (Dist. 2)
Dawn S. Pardo (Dist. 4)
Bruce Guyton (Dist. 1)
Cedrick A. Thomas (Dist. 3)
Terence "TD" Davis (At-Large)



2012 Whole City Bronze Award
Bursary Award Recipient

2011 Roy F. Kenzie Award
Outstanding Rehabilitation, Renovation and
Reuse Project

Program Scope of Services

The Riviera Beach Community Boating program provides Saturday Classes, Summer Camps, and Community Events to residents of Riviera Beach, ages 8-18 through a scholarship format.

Enrollment qualifying guidelines are as follows:

- Must be a resident of Riviera Beach
- Must be between 8-18
- Must have successfully completed a prior safety course
- Must have good behavior
- Must complete a liability waiver that releases the City of Riviera Beach and the RBCRA of liability
- Must complete a photo release that allows for the RBCRA and the FFA to use the photographs for marketing and advertising purposes

DELIVERABLES

FFA is to provide Detailed Schedule of Activities, Monthly Reports, and Annual Targets.

Schedule of Activities

A summary of the Schedule of Activities is provided in the chart below. The schedule is subject to change to align with Palm Beach County School Board 2015/2016 Calendar. Activities will not be held on holiday weekends and weekends of inclement weather.

| Days | Times |
|---|-------------------------|
| Saturday Classes (November 14 th to June 4 th and August 22 nd to November 5 th) <ul style="list-style-type: none">• Fishing• Snorkeling• Kayaking• Sailing• Boating | 9:00 a.m. to 12:00 p.m. |
| Weekly Summer/Spring Break Camps (Week of March 21 st and June 13 th to July 22 nd) | 9:00 a.m. – 3:00 p.m. |

Community Events are to be determined at a later date.

Monthly Report

FFA is to provide the following in a report format as backup with each invoice:

1. One (1) to two page Monthly Narrative to include the following elements:
 - a. Highlights
 - b. Challenges
 - c. Volunteer Names
 - d. Community Partners
 - e. Compliance

- f. Innovation
- g. Pictures
- 2. Monthly Chart
- 3. On Site Audit (Annual)

Annual Targets

The below chart illustrates annual program targets with year-to-date actuals for FY 2014-2015 and proposed annual program targets for FY 2016.

| | FY 2014-2015 Annual Target | Actual to Date Nov 2014 – Sept 2015 | Proposed FY 2015-2016 |
|-----------------------------------|-------------------------------|---|--------------------------|
| Community Events | 2 | 2 | 2 |
| Riviera Residents-Single Sessions | 550 | 1073 | 800 |
| Riviera Residents-Camp | 140 | 194 | 160 |
| Non-Residents-Single Sessions | 0 | 31 | 0 |
| Non-Residents-Camp | 0 | 0 | 0 |
| Classes | 55 | 92 | 55 |
| Weeks of Camp | 7 | 8 | 7 |
| Volunteer Hours | 0 | 0 | 0 |

FISCAL IMPACT

Compensation

Total annual compensation is \$30,000 for FY 2015-2016. RBCRA approved a budget allocation of \$30,000 for the contract in the FY 2015/2016 Budget. Annual compensation has not increased and remains the same as FY 2014-2015.

FFA is expected to provide weekly classes, camps, and community events for a total not to exceed \$30,000.

Contract Term

The original agreement was executed for three years contingent upon an end of year program review, available funding, and the approval of the Board of Commissioners.

RECOMMENDATION

Staff recommends approval of the first modification to the Professional Service Agreement between RBCRA and FFA to provide a Community Boating Program through November 11, 2016 at a cost of \$30,000, which consists of weekly classes, summer classes, and community events as outlined in the scope of services for 2015/2016.

TTB/laj