

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

3A-3

AGENDA ITEM SUMMARY

Meeting Date: November 17, 2015       Consent       Regular  
 Workshop       Public Hearing

Department:      Office of Equal Opportunity

Submitted By:      Office of Equal Opportunity

Submitted For:      Handicap Accessibility and Awareness Grant Program

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Contract for a grant in a total amount not to exceed \$4907 for the Handicap Accessibility and Awareness Grant Program with the following non-profit agency in the amount and for the services indicated for the period October 1, 2015, through September 30, 2016 :

- A. The American Disabilities Foundation, Inc. funds will be used to provide ADA compliant Mobi-Mats at the Boating and Beach Bash for people with disabilities, in an amount not to exceed \$4907.

**Summary:** The funds for this grant are derived from funds collected from parking violations in designated parking spaces. County Ordinance 92-29 provides that revenue from these fines shall be used to improve accessibility and equal opportunity to qualified physically disabled persons in the County and to provide funds to conduct public awareness programs concerning physically disabled persons. Mr. William Lapp, a member of the County's Handicap Accessibility and Awareness Grant Review Committee, has disclosed that he also serves on the board of directors for the non-profit Florida Outreach for the Blind, Inc., in which his wife is the executive director. Disclosure of this relationship is being provided in accordance with the provision Sect. 2-443 of the Palm Beach Code of Ethics. Mr. Lapp requested an advisory opinion from the Palm Beach County commission on Ethics (COE) regarding his eligibility to serve on the Committee. On September 14, 2011, the COE opined that Mr. Lapp is not prohibited from serving on the Committee, but must 1) disclose the nature of his conflict before the Committee discusses the issue; 2) abstain when the vote takes place and not personally participate in the matter; and 3) file a state voting conflict form. A copy of the advisory opinion is attached. Mr. Lapp has agreed to and has complied with the COE direction. (Countywide) (DRO)

**Background and Justification:** On October 20, 1992, the Board of County Commissioners adopted Ordinance 92-29, known as the Palm Beach County Physically Disabled Parking Ordinance. Section 3A-1 of this Ordinance provides that two-thirds of the fines collected for parking in designated disabled parking spaces, shall be used to provide accessibility and equal opportunity to qualified physically disabled persons in the County, and to provide funds to conduct public awareness programs concerning physically disabled persons. On November 1, 1988, the BCC adopted Resolution No. R88-1929 which created the Office of Equal Opportunity Handicap Accessibility and Grant Review Committee. This Committee reviewed proposals submitted by non-profit organizations in conformance with the Ordinance and established program guidelines. The Grant Review Committee and the Office of Equal Opportunity concur on the funding recommendations and funding amount.

**Attachments:**

- 1. Contract
- 2. Certificate of Liability Insurance
- 3. Non-Discrimination Policy
- 4. Ethics Advisory Opinion dated September 14, 2011

Recommended by: \_\_\_\_\_

Department Director

22 October 2015.

Date

Approved by: \_\_\_\_\_

Assistant County Administrator

Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	4907	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	4907	-0-	-0-	-0-	-0-
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>  0  </u>	<u>  0  </u>	<u>  0  </u>	<u>  0  </u>	<u>  0  </u>

Is Item Included in Current Budget? Yes  No

Budget Account No.: Fund 1250 Agency 400 Org 4251 Object 8201

Reporting Category \_\_\_\_\_

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

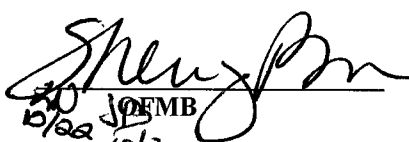
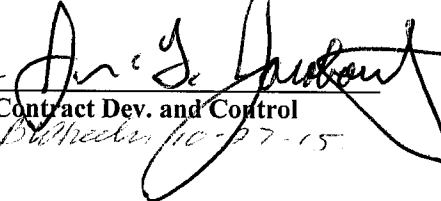
The funds for this grant are derived from fines collected from parking violations in designated disabled parking spaces. County Ordinance 92-29 provides that revenue from these fines shall be used to improve accessibility and equal opportunity to qualified physically disabled persons in the County and to provide funds to conduct public awareness programs concerning physically disabled persons.

**C. Departmental Fiscal Review:**

\_\_\_\_\_

**III. REVIEW COMMENTS:**

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



  
 OFMB 10/22  
 Contract Dev. and Control  
 Director 10-27-15

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

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

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

## CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **(American Disabilities Foundation, Inc.)**, a **(Not-for-profit corporation)** authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is **46-4699013**. In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

### **ARTICLE 1- SERVICES**

The AGENCY'S responsibility under this Contract is to provide services to residents of Palm Beach County as specified in the request for proposal response attached as Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be the Georgette Fabri, telephone no. (561) 355-4931.

The AGENCY'S representative/liaison during the performance of this Contract shall be Judi Ake, telephone no. (561) 213-2001.

### **ARTICLE 2- SCHEDULE**

The AGENCY shall be reimbursed for costs incurred by the AGENCY commencing October 1, 2015 through September 30, 2016.

### **ARTICLE 3- PAYMENTS TO AGENCY**

- A. The total amount to be reimbursed by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount **Four Thousand Nine Hundred and Seven** Dollars, (\$4907.00). The AGENCY will submit an invoice, with copies of canceled checks and such documentation as the COUNTY may require for reimbursement.
- B. Invoices should be submitted with a cover letter indicating the total amount for reimbursement signed by an authorized official. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records,

the AGENCY will clearly state "final invoice" on the AGENCY'S final/last invoice to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

#### **ARTICLE 4- TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

Said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside AGENCYs. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5- TERMINATION**

This Contract may be terminated by the AGENCY 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 Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY 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 AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have been terminated.

**ARTICLE 6- PERSONNEL**

The AGENCY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the AGENCY 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.

Any changes or substitutions in the AGENCY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 7- SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation.

The AGENCY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The AGENCY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The AGENCY shall provide the COUNTY with a copy of the AGENCY's contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The AGENCY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The AGENCY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The AGENCY agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

#### **ARTICLE 8-FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9- AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 – INSURANCE**

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY 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 or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.

- B. **Commercial General Liability** AGENCY 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. AGENCY shall provide this coverage on a primary basis.
  
- C. **Business Automobile Liability** AGENCY 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 AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY 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. AGENCY shall provide this coverage on a primary basis.
  
- D. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
  
- E. **Professional Liability** AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.
  
- F. **Additional Insured** AGENCY 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."

AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

- G. **Waiver of Subrogation** AGENCY 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 to the policy, then AGENCY 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, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

**Palm Beach County  
c/o Office of Equal Opportunity  
301 North Olive Avenue, 10<sup>th</sup> Floor  
West Palm Beach, FL 33401**

- I. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **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 Contract. 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.

#### **ARTICLE 11 - INDEMNIFICATION**

AGENCY shall protect, defend, reimburse, indemnify and hold 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 and as a result of their performance of the terms of this Contract or due to the acts or omissions of AGENCY.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the AGENCY 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 Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The AGENCY 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, and the Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY 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 AGENCY'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 AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY 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 AGENCY under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The AGENCY 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 AGENCY 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.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The AGENCY 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 AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'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 AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 19 - CONTINGENT FEES**

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 20 - ACCESS AND AUDITS**

The AGENCY 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 Contract. 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 AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**ARTICLE 21 - NONDISCRIMINATION**

The AGENCY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information.

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the AGENCY does not have a written non-discrimination policy or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that AGENCY will conform to the COUNTY'S non-discrimination policy as provided in R-2014-1421, as amended.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract 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:

Georgette Fabri, Disability Accessibility Specialist  
Palm Beach County Office of Equal Opportunity  
301 North Olive Avenue, 10<sup>th</sup> Floor  
West Palm Beach, Fl 33401

With copy to: Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

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

Jay Van Vechten  
American Disabilities Foundation, Inc.  
1117 Sw 13<sup>th</sup> Place  
Boca Raton, Fl 33486

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AGENCY agree that this Contract (including Exhibit A) 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

If AGENCY'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the AGENCY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The AGENCY 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 AGENCY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY 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 Contract on behalf of the COUNTY and AGENCY has hereunto set its hand the day and year above written.

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK AND COMPTROLLER**

**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS:**

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

By: \_\_\_\_\_  
Shelley Vana, Mayor

**WITNESS:**

**AGENCY:**

Judith W. Ake  
Signature

American Disabilities Plan, Inc  
Company Name

Judith W. Ake  
Name (type or print)

Jay Van Vechten  
Signature

[Signature]  
Signature

JAY H. VAN VECHTEN  
Typed Name

LOWELL VAN VECHTEN  
Name (type or print)

PRESIDENT  
Title

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

**Office of Equal Opportunity**

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

By: [Signature]  
Department Director

PART 2

**PROPOSAL FACT SHEET**

Date Submitted May 29, 2015

1. Agency: AMERICAN DISABILITIES FOUNDATION, INC. (Boating and Beach Bash for People with Disabilities)
2. Address: P.O.BOX 99
3. City: BOCA RATON, Zip Code: 33429
4. Contact Person: JAY VAN VECHTEN
5. Title: PRESIDENT/ CEO
6. Agency Mission: THE MISSION OF THE BOATING AND BEACH BASH FOR PEOPLE WITH DISABILITIES IS TO ANNUALLY OFFER A JOY FILLED DAY, WHERE CHILDREN, ADULTS AND VETERANS WITH PHYSICAL AND/OR INTELLECTUAL CHALLENGES, ALONG WITH THEIR FAMILIES AND CAREGIVERS, ARE TREATED WITHOUT PREJUDICE OR RIDICULE, AS VIP'S. IT IS OUR OBJECTIVE TO PROVIDE THE LARGEST, FREE, FUN EVENT IN AMERICA FOR THE SPECIAL NEEDS COMMUNITY
7. Agency Annual Budget: \$45,000+
8. Major Funding: MOST FUNDS HAVE BEEN RAISED BY INDIVIDUAL DONATIONS AS WELL AS SOME FROM FAMILY TRUSTS AND FOUNDATIONS

**PROPOSAL INFORMATION:**

9. Total Project Budget: \$40,000; Amount Request From Palm Beach County: \$4,907
10. Describe Project:  
WE ARE REQUESTING THIS MONEY TO PURCHASE MOBI MATS FOR THE AMERICAN DISABILITIES FOUNDATION. SPANISH RIVER PARK IS AN EXCELLENT LOCATION FOR THIS EVENT BUT UNFORTUNATELY MOST OF IT IS INACCESSIBLE TO THOSE IN WHEELCHAIRS DUE TO THE INSTABILITY CAUSED

CAN PURCHASE OUR OWN MOBI MATS FOR USE AT FUTURE BOATING AND BEACH BASH EVENTS AS WELL AS FOR FUTURE EVENTS GEARED TOWARDS THE SPECIAL NEEDS COMMUNITY. OUR GOAL IS TO PROVIDE OUR GUESTS ACCESSIBILITY TO THE BEACH, TO THE WATER, TO THE PAVILIONS AND TO OTHER AREAS WHICH WERE PREVIOUSLY INACCESSIBLE TO THEM.

- 1 1. How many people will be served?: APPROXIMATELY 6000
- 1 2. Is this a new project? NO
- 1 3. If not, how long has it been in existence? THIS WILL BE THE EIGHTH YEAR FOR "THE BOATING AND BEACH BASH FOR PEOPLE WITH DISABILITIES" UNDER THE PRESENT PARAMETERS
- 1 4. Have you ever applied for the Office of Equal Opportunity Awareness Grant Program? NO.
- 1 5. To what other sources are you applying for funding of this project?  
2015 IS OUR FIRST YEAR AS A 501(c)3 AND WE ARE JUST BEGINNING TO IDENTIFY OTHER POTENTIAL SOURCES FOR FUNDING. TO DATE, WE HAVE APPLIED TO THE CITY OF BOCA RATON. AS WE MOVE FORWARD, WE WILL ALSO APPROACH THE INDIVIDUALS AND FOUNDATIONS THAT HAVE SUPPORTED US IN THE PAST.

IN PREVIOUS YEARS, THE BOATING AND BEACH BASH FOR PEOPLE WITH DISABILITIES HAD FISCAL, 501(C)3 PARTNERS WHO HANDLED THE MONEY FOR US. BECAUSE OF THIS, WE WERE UNABLE TO REQUEST GRANTS AS OUR OWN ENTITY. *WOUNDED WARRIORS IN ACTION FOUNDATION* WAS OUR PARTNER IN 2012 AND 2013 AND IN 2014, WE PARTNERED WITH THE *CENTERFOR STRATEGIC PHILANTHROPY AND CIVIC ENGAGEMENT*.



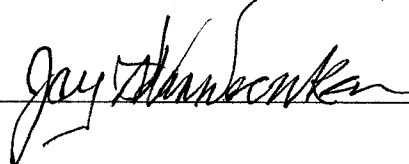
16. List similar services in Palm Beach County: NONE. THIS IS A UNIQUE  
EVENT. WE'RE NOT AWARE OF ANOTHER EVENT OF ITS KIND IN THE  
COUNTRY.

**THIS PAGE MUST BE PROPERLY SIGNED BY THE INDIVIDUAL AUTHORIZED  
OFFICER IN THE AGENCY**

*AGENCY NAME: AMERICAN DISABILITIES FOUNDATION, INC.*

*ADDRESS: P.O. BOX 99, BOCA RATON, 33429*

SIGNED: \_\_\_\_\_



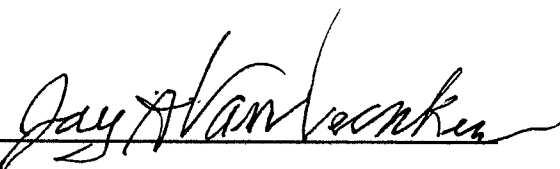
*TELEPHONE: 561-715-2622*

*PRINT NAME: JAY H. VAN VECHTEN DATE: MAY 29, 2015*

*TITLE: PRESIDENT/ CEO*

*TAX ID #: 46-4699013*

**IN THE EVENT YOUR AGENCY IS AWARDED A CONTRACTUAL/GRANT ON THE BASIS OF THE  
PROPOSAL, PLEASE TYPE BELOW THE NAME AND TITLE OF THE OFFICIAL WHO WILL SIGN  
THE CONTRACT, (MUST BE AN OFFICER OF THE BOARD OF DIRECTORS).**



**NAME: JAY VAN VECHTEN**

**TITLE: PRESIDENT/ CEO**

# THE AMERICAN DISABILITIES FOUNDATION, INC.

May 31, 2015

TO WHOM IT MAY CONCERN:

The American Disabilities Foundation is the proud sponsor of South Florida's annual ***Boating & Beach Bash for People with Disabilities***.

The Bash has evolved over the last seven years into the largest, free, fun-day in America for children, adults and veterans with physical and/or intellectual challenges. The event also salutes the caregivers of our guests with special needs.

The roots of the Bash go back over 20 years, to 1994, when the City of Boca Raton passed a resolution offering those with disabilities one day's free access, each March, to Spanish River Park on A1A in Boca. The City's Advisory Board for People with Disabilities offered to host a party that, for the next 14 years, would annually attract 75-100 or so guests with intellectual challenges. Offerings included a basic BBQ lunch and music. The event was called the Beach Bash.

In 2008, Board member Jay Van Vechten, and board chair Shawn Friedkin, approached the City with an idea conceived by Van Vechten: namely, that the Bash should be for all people with disabilities, and not just those dealing with intellectual challenges.

Van Vechten arranged to add boats to the day, by partnering with friends at ***Shake a Leg Miami***, the nation's foremost recreational water sports facility and, with the City's approval, renamed the event the ***Boating & Beach Bash for People with Disabilities***. In 2009, the first "***Bash***" attracted 350 participants. There were three boats from Shake a Leg Miami, offering intracoastal rides to attendees, a BBQ lunch was served and a band, featuring musicians with disabilities, rocked the park.

The 2nd ***Bash*** in March of 2010 attracted 700 guests. The event was enhanced by numerous volunteers from the Coast Guard, from Boca High School's Junior Navy ROTC program and folks of all ages and backgrounds from the private sector. A dozen yachts participated courtesy of Shake a Leg Miami and the membership of Royal Palm Yacht & Country Club.

The 3rd Bash in March 2011 attracted 2,000 guests and achieved the status of being the largest, free, fun-day in the United States for people with special needs, their families and caregivers. Dubbed "The Miracle on the Intracoastal," by the media, the 2011 event featured 25 yachts and 100 volunteers from the public and private sector. A Kids Fun Zone and an educational exhibitor zone, with 25 leading nonprofit organizations, were added.

Cont.

Page 2.

This same year, the City of Boca Raton dropped its involvement with the Bash, stating that the event had grown too large and taxing for City resources, and that if we were interested in running it ourselves, the City would still give us the use of Spanish River Park for free, one day each March – as written into law in 1994. Initially, this news was seen as a significant setback, but it quickly became a blessing of unimaginable opportunity for expansion and diversification. Jay Van Vechten formed a committee and along with his wife Lowell set out to do the fundraising for the next "**Bash**".

Without the constraints and restrictions imposed by the City, the **Bash** opened its doors to all people with disabilities living in Palm Beach, Broward, Dade and Martin Counties. As a result, the 4th Bash in March 2012 drew 500 volunteers to assist 4500 attendees, including 400 Purple Heart recipients, invited as special guests through the VA Hospital in West Palm Beach, and in association with Wounded Warriors in Action Foundation. The opening of hearts to veterans with disabilities further enhanced the Bash's growing circle of recognition and celebration of diversity in America.

The 5th Bash in March 2013 drew 5500 guests and 500 volunteers. Along with 30 exhibitors who offered relevant services and goods to the disability community, the event featured a nonstop concert in the heart of the park. Therapy ponies and service dogs mixed and mingled with delighted guests. Ronald McDonald joined a dozen action heroes, including Spiderman, Captain America and Superman. Antique cars, a display of fire engines, and two dozen show-caliber motorcycles thrilled the crowds.

The 6<sup>th</sup> and 7<sup>th</sup> **Bash** events continued the event's consistent strengthening, as more and more ties were formed with other disability organizations, local businesses and associations. This has included a partnership with Pinecrest Rehabilitation Hospital at the Delray Medical Center, which now provides up to 40 professional rehabilitation therapists who lead participating guests in various low-impact, physical challenges, based on individual abilities and not disabilities. Today the Bash is run by Van Vechten and a core team of 40 volunteers, under the watchful eye of its parent 501(c)(3), the American Disabilities Foundation, Inc. The Bash is organized and run by community volunteers and is funded through private donations and sponsorships.

In 2012, 2013 and 2014, the Gold Coast PR Council named the **Bash** the "Best Community Service Program in South Florida," while Boca Raton Magazine consistently names the **Bash** the local event with the "Biggest Heart."

The purpose of our request for a \$5,000 grant is to purchase Mobility Mats. These are lightweight, porous mats that roll out across the sand, allowing folks in wheelchairs, with walkers, with canes or with other mobility issues, to enjoy Boca's beautiful beaches and our greatest asset – the Atlantic Ocean.

Cont.

Page 3.

We feel there is no better group to provide these mats to people with physical challenges than the Boating & Beach Bash for People with Disabilities and we hope you will give us this opportunity to open a new world of possibilities for residents and visitors with disabilities by allowing them the opportunity to discover, or rediscover what makes our coastline so special.

With sincerest thanks for your consideration of our request.



Jay Van Vechten

President/CEO

American Disabilities Foundation, Inc.

The AMERICAN DISABILITIES FOUNDATION, INC., a 501(c)(3) organization, with the Federal ID #46-99013  
Donations are tax deductible. Write us at PO BOX 99, Boca Raton, FL, 33429 or call us at TEL: 561.715.2622  
Email us at: [info@boatingbeachbash.com](mailto:info@boatingbeachbash.com) - Visit us at: [www.boatingbeachbash.com](http://www.boatingbeachbash.com)  
"Kindness is a language which the deaf can hear and the blind can see." Mark Twain

OFFICE OF  
EQUAL OPPORTUNITY

15 JUN -8 AM 11:00

## PROPOSAL CRITERIA SUMMARY CHECKLIST

1. CEO Jay Van Vechten's letter describing what the Bash is all about and why the Bash is so important to the special needs community of South Florida.
2. A further explanation of the background of the Boating and Beach Bash for People with Disabilities.
3. Our goals with this special event are to provide awareness and encourage the City of Boca Raton to provide greater physical accessibility of its parks and beaches, to create an equal opportunity for disabled persons to utilize the recreational settings that already exist and to give all of our guests a memorable day filled with joy and wonderful memories as shown by our mission statement.
4. Although the City of Boca Raton has been telling us for 4 years that there will soon be MOBI Mats on the beaches to create true accessibility, we've watched each year as guests come to our event expecting and hoping to be able to get all the way to the ocean. We have come to the conclusion that if this is going to happen, we are going to have to find a way to purchase the pathways ourselves. . As a small, all volunteer, nonprofit organization we are requesting help with the funding to purchase our own mats. They are relatively easy to rollout, secure, roll back up at the end of the event, and store until the next special needs event wishes to use them. We hope to have other functions for the disabled during the year, and, in addition, we will be happy to lend our mats to worthwhile causes.
5. Each year our event continues to grow as the word spreads on our Facebook page (Boating and Bash for People with Disabilities), our webpage ([www.BoatingBeachBash.com](http://www.BoatingBeachBash.com)) and lots of news and articles in the media. We expect between 5,000 and 6,000 people on March 12, 2016.
6. There are many sizes and prices for the MOBI mats. We have done extensive research and know that these are the best recreational pathways for our needs. We would be grateful for any amount, but our particular request is for a 6.5 foot wide by 50 foot long mat (\$2,874) and a 6.5 foot wide by 33 foot long mat (\$2,033) which can be connected to form an 83 foot length. **Total request amount is \$4,907.**
7. The benefits that will be derived from this grant will be not only current but long-lasting as we expect to use these MOBI Mats in 2016 not just for our event but also for other events and other organizations who might have need of them for their special events. By providing the means for people with disabilities to access beaches and parks we will increase not only their ability to be out and around the community but will be creating awareness for the general population that people with disabilities have equal rights to the wonderful facilities in Palm Beach County.
8. The fact sheet on MOBI Mat RecPath is included to show that the mats are ADA compliant, environmentally friendly, user-friendly, lightweight and easy to install, are available in 2 colors although blue is recommended for higher visibility, and require low maintenance.
9. Several photos of inaccessible areas of Spanish River Park are included to show situations where the mats could be utilized in addition to the sandy beach leading to the ocean. There are 5 pavilions in the part of the park that we use for this event which are set on cement bases, however they are mostly connected to paved areas by mulch, grass, or dirt pathways. There are also photos of one of the miniature therapy ponies who attend our event each year (from 2012 when we were able to borrow 2 MOBI Mats from the City of Hollywood.) We are no longer able to borrow these mats as the City of Hollywood is using them because they have made their beaches accessible and are now using all their mats permanently.

10. Although we do not have a specific current operating budget, we have included our Profit and Loss statement from the past 3 years. It shows actual expenses from \$30,000-\$40,000 a year and income from \$40,000 -\$ 45,000. The amounts vary according to the number of participants.
11. Copies of the Consumer's Certificate of Exemption from the Florida Department of Revenue and the Federal Letter of Determination showing the American Disabilities Foundation Inc. as a 501( c )3 organization with an Employer ID Number (EIN) #46 – 4699013 are attached.
12. One signed original with original signatures and 8 copies of this request are attached.
13. 3 letters of reference from our supporters are also attached.
14. Since prior to this year we were just a group of volunteers who put on an event once a year and were only required by the City of Boca Raton to have liability insurance for the time period of the event we do not have a fully current Certificate of Insurance. We have applied for full 365 day a year coverage and have included a letter from the insurance agency and copies of our Certificates of Insurance from the previous 4 years with their agency. I have been assured that we will have the coverage and the Current Certificate of Insurance within the next week to 10 days.
15. The American Disabilities Foundation Inc. check for \$10 made payable to the Palm Beach County Board of County commissioners is included.

May 29, 2015

Office of Equal Opportunity  
301 North Olive Avenue, 10<sup>th</sup> Floor  
West Palm Beach, Florida 33401

To whom it may concern:

I have participated in the Boating and Beach Bash for People with Disabilities as a volunteer for the last four years and am humbled to see the joy and love being experienced by our disabled guests ( we call them VIPs), their families and caregivers on this fun occasion each year.

We do our best to bring the entire experience to everyone, but unfortunately there are many activities that our guests in wheelchairs, or with trouble walking, cannot enjoy because the pathways to reach these particular activities are sand, mulch or grass. We have stretched our budget each year just to put on the event but in order to provide access to all the activities, we need to purchase Mobi Mats, which are quite expensive. Depending on size they cost \$500-\$5,000 but can be put down and taken up easily and stored for the following year. They provide a stable surface for those pathways to be traveled.

This year there was a lovely woman sitting in her wheelchair, at the end of the side walk next to the beach, crying. When I asked her what was the matter, she told me, " I used to be an ocean swimmer and now I can't get near the water. I miss it so....." I promised I'd do my very best to make it a reality for next year. Will you please help us help her...and the many others who long for that chance to be like everyone else... to reach the water????

Many thanks for your caring,



Judi W. Ake



#### QUICK BASH FACTS

Boating & Beach Bash for People with Disabilities is presented by the American Disabilities Foundation, Inc., a 501(c)(3) non-profit

[www.boatingbeachbash.com](http://www.boatingbeachbash.com)

P.O. BOX 99, BOCA RATON, FL 33429

Phone: 561.715.2622

Email: [info@boatingbeachbash.com](mailto:info@boatingbeachbash.com)

Contact: Jay Van Vechten

### WHAT IS THE BOATING & BEACH BASH FOR PEOPLE WITH DISABILITIES?

South Florida's Annual Boating and Beach Bash for People with Disabilities ([www.boatingbeachbash.com](http://www.boatingbeachbash.com)) will celebrate its 7th Anniversary on March 21, 2015, under the auspices of the American Disabilities Foundation, Inc. The Bash has grown to become the largest, free, fun-day in America for children, adults and veterans with physical and/or intellectual challenges, and their caregivers. It is held in the tropical setting of Boca Raton, Florida's famed Spanish River Park. The highlight of the event is the opportunity to enjoy a boat ride aboard a flotilla of private yachts along the Intracoastal Waterway. Most boats are donated by members of Royal Palm Yacht & Country Club in Boca Raton. The Bash is completely organized and run by community volunteers. It is funded through private tax deductible donations and sponsorships directed to the American Disabilities Foundation, Inc., a 501(c)(3) not for profit corporation.

#### SOME QUICK BASH FACTS:

1. **The Boating and Beach Bash** was conceived in 2008 by members of the City of Boca Raton Advisory Board for People with Disabilities. The event was created as a unique, fun way to salute people with disabilities and their caregivers by celebrating diversity in South Florida. Just consider:
  - a. *20% of all Americans have a disability.*
  - b. *That number soars to one in four, or 25% of all men, women and children living in Palm Beach County.*
  - c. *50% + of Americans are touched by disabilities within their families or among friends and colleagues.*
2. **The first Bash in March of 2009** attracted 350 participants, along with seven yachts offering rides to all attendees. A BBQ lunch was served. A band, featuring musicians with disabilities, rocked the park. All other services were volunteered and donated.
3. **The second Bash in March of 2010** attracted 700 participants, virtually doubling in size from 2009. The event was enhanced by numerous volunteers from the Coast Guard, Boca High School's Junior Navy ROTC students and from the private sector. A dozen yachts participated.
4. **The third Bash in March of 2011** attracted 2,000 guests and achieved the status of being the largest, free, fun-day ever staged in the United States for people with special needs, their families and caregivers. Dubbed "The Miracle on the Intracoastal," by the media, the 2011 Bash featured 25 yachts and over 100 volunteers from the public and private sector. An exhibitor zone with 25 leading nonprofit organizations was added, as the Bash gained media attention throughout Florida, nationally and internationally.



**2. Quick Bash Facts, cont.**

- 5. The fourth Bash in March 2012 drew 501 volunteers to assist 4493 attendees, including 400 Purple Heart recipients, invited as special guests through the VA Hospital in West Palm Beach, in association with Wounded Warriors in Action Foundation. The opening of hearts to veterans with disabilities further enhances the Bash's growing circle of recognition and celebration of diversity in America. The 2012 Bash, no longer a City-sponsored event, served 6000 BBQ lunches, and offered 2000 boat rides aboard 30 donated yachts. Nonstop entertainment thrilled guests of all ages.**
  
- 6. The fifth & sixth Bash events in 2013 and 2014 each drew approximately 5500 guests and 500 volunteers. Aside from 30 exhibitors offering relevant services and goods to the disability community, the event featured a nonstop concert on a dedicated stage in the heart of Spanish River Park. Dozens of therapy ponies and service dogs mixed and mingled with the delighted guests. Ronald McDonald joined the festivities, as did a dozen popular action heroes, including Spiderman, Captain America and Superman. Antique cars, a display of fire engines and two dozen motorcycles under the watchful eye of the Big Bike Riders Association of Broward County thrilled the crowds. By 2014, rehab professionals from Nova University and Pinecrest Rehab Hospitals joined the Bash team in leading participants in low impact sporting events, while on the beach, professional kite flyers thrilled guests with aerobatic tricks and high flying maneuvers.**

**The Gold Coast Public Relations Council has named the Bash THE BEST COMMUNITY SERVICE PROGRAM in South Florida for 2012, 2013 and 2014, while Boca Raton Magazine calls the Bash the magazine's favorite community event with the biggest heart.**

**###**



## **MISSION STATEMENT:**

**The mission of the Boating & Beach Bash for People with Disabilities is to annually offer a joy-filled day where children, adults and veterans with physical and/or intellectual challenges, along with their families and caregivers, are treated without prejudice or ridicule, as VIPs. It is our objective to provide the largest, free, fun event in America for the special-needs community.**

## Boating & Beach Bash takes disabled to the water this weekend

By Anne Geggis Sun Sentinel contact the reporter

A flotilla of yachts and an army of volunteers are poised to bring ocean fun to those who don't often get to the water this weekend.

But the beach part of the experience is still going to be elusive for a sizable proportion of the 5,000 attendees expected Saturday during the annual Boating & Beach Bash for People with Disabilities, organizers say.

That's because special mats that make it easier for people using canes, walkers and wheelchairs to get to the ocean's edge have yet to materialize at the city's Spanish River Park, where the event is being held.

Non-slip portable path mats for enhancing access to beaches were among the special items that the City Council approved for last year's budget. And organizers for the Boating & Beach Bash thought they would be in place in time for the event.

The city's plan for buying the most affordable mats, also planned for South Beach Park in Boca, is still underway, according to City Manager Mike Woika. City officials said that the mats should be in place in time for next year's bash.

Jay Van Vechten, of Boca Raton, started the event and now directs the nonprofit that raises all the funds for the fun that lasts all day. He said that without the special mats, it may be more difficult for some people who use canes and wheelchairs to reach the water's edge. Surfing, sand-castle building and kite-flying are among the activities planned.

"We would love to have made the beach more accessible," Van Vechten said.

Erica Coloe, of Boca Raton, said she plans to go to the bash. She was disappointed to learn that there would be just six beach wheelchairs for the entire crowd and no path to make getting to the water smoother. She uses a cane because of her multiple sclerosis, she said.

"I feel like a different person when I'm in the water," said the former flight attendant, 64, who hasn't walked unaided in years. "I love the ocean. It's therapeutic in so many ways."

For getting participants onto the boats, though, organizers are going to have 10 professional physical therapists on hand. Also, each of the 24 privately owned boats from the Royal Palm Yacht Club are going to be staffed by a U.S. Coast Guard-certified captain.

U.S. Coast Guard personnel also will be helping, Van Vechten said.

On land, a free meal is going to be part of the proceedings, along with therapy animals and numerous exhibitors. Since it began, the event has grown from a beach-side picnic of about 350 to a cast of thousands.

"This year, we are adding a body-mind-spirit dimension addressing the spiritual side of disabilities," Van Vechten said. "We'll be teaching people about yoga and meditation."

*Ageggis@sun-sentinel.com, 561-243-6624 or Twitter @AnneBoca*

The Boating & Beach Bash for People with Disabilities will be presented from 10 a.m. to 3 p.m. Saturday at Spanish River Park, 3939 N. Ocean Blvd., Boca Raton. Admission is free. For more information, visit [boatingbeachbash.com](http://boatingbeachbash.com) or call 561-715-2622.

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# SunSentinel

## Hollywood installs Mobi-Mats at several locations



Hollywood Mayor Peter Bober walks with Belle Joseph, 98, at one of the city's new Mobi-Mats on the beach. (Sun Sentinel staff photo by Susan)

November 26, 2015 -By [Sara Shell](#) Forum Publishing Group [contact the reporter](#)

**Beach access made easier for those with physical limitations**

Hollywood resident Belle Joseph will never forget running across warm sand to dip her toes in the ocean.

Beachgoers like Joseph, 98, now have an easier time accessing Hollywood beach by wheelchair, strollers or walkers. The city and its Community Redevelopment Agency recently installed four Mobi-Mats, semi-permanent, polyester and Americans with Disabilities Act-compliant pathways. The city now has a total of eight Mobi-Mats.

"I didn't always walk with a walker," Joseph said. "Now, I have no choice. The Mobi-Mats are very important because otherwise, [people] wouldn't be able to go to the beach. They'd only be able to look from the Broadwalk and not get their toes wet."

When Joseph began using a walker, she mobilized residents with physical limitations to support installation of Mobi-Mats.

"I talked it over with others in my building," she said. "I suggested that we get together and write, call and express our feelings to the city and Mayor [Peter] Bober."

The four new Mobi-Mat locations are at Oregon, Harrison and Carolina streets and Keating Park at Magnolia Terrace. In 2009, the city installed Mobi-Mats at Connecticut, New York, Tyler and Johnson streets.

"We're really being proactive to provide access to the beach," said Susan Goldberg, the CRA's deputy director. "It's part of a city- and CRA-wide effort to improve access to the beaches."

Goldberg said the Mobi-Mats also can help boost tourism.

"We want to make their visit enjoyable," she said. "People with accessibility issues do their research and see that Hollywood beach has access."

The Mobi-Mats, which were funded by the CRA, receive daily maintenance to remove sand. The mats are easy to maintain, lightweight and slip-resistant, and they are easily removable in the event of a major storm.

"I plan to walk on the Mobi-Mat every possible chance I get," Joseph said.

*Sara Shell can be reached at [sshell@tribune.com](mailto:sshell@tribune.com).*

# SunSentinel

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## Will Boca clear a path to the ocean?

June 18, 2014 | Marci Shatzman mshatzman@tribune.com

When Sandra Gottfried appealed to Boca Raton City Council to put portable access pathways on the beaches, she had no way of knowing the city is already using Mobi-Mat RecPath.

Beach parks have accessible parking and sidewalks to the city's 2 miles of beaches, "but what happens at the edge, when there is sand and uneven surfaces?" the chairwoman of the city's Advisory Board for People With Disabilities said at the June 9 City Council Workshop.

The elderly with balance problems and families pushing strollers "will find access is not possible," she said, appealing for money in the budget to buy the portable, removable pathways made from recycled plastic.

Mobi-Mats are "smooth, firm, safe and stable" and comply with federal laws for people with disabilities, she added. They can be installed by one person and easily maintained by sweeping the sand away.

"Hollywood had a two-year pilot program that ended Jan. 11, and there was no negative interaction reported," Gottfried told council.

Using the mats will not only provide access, but increase tourism, added the committee's vice chairman Eric Gooden, a former City Council candidate.

Mayor Susan Haynie was supportive. "How wonderful to bring such fabulous ideas forward," she said.

Other cities have one pathway down and one across, Gottfried told her.

"We have given it to Mickey Gomez and Buddy Parks to look into," Council Mike Mullaugh told Gottfried, referring to the heads of Recreation Services.

Deputy Mayor Constance Scott said the pathways could be added to the chair and umbrella vendor planned for the beaches.

"Rec Services staff has looked at Mobi-Mats several times over the last few years. In fact, the city has installed mats in two locations, at the end of the South Beach dune crossover and at Gumbo Limbo Nature Center," Assistant City Manager Mike Woika said in an email. "But certainly not to the extent that was suggested at the workshop."

# SunSentinel

## Beach access: Boca considers smoothing the way to water for all

*City committee champions "Mobi-Mats"*

June 10, 2014 | By Anne Geggis, Sun Sentinel

BOCA RATON — — Boca Raton would be the first coastal city in Palm Beach County to install special mats on the beach so that more people could get to the water, if a city committee proposal gets any traction.

The Boca Raton Advisory Board for People with Disabilities came to the City Council on Monday asking that Mobi-Mat RecPaths be included in next year's budget to even out the beach sand and make the inclines toward the water more navigable for people who come with wheelchairs, strollers or canes. "The city made the effort to provide accessible parking spots, routes and paths at the beach, but what happens from the concrete accessible pathway to the water? Sand," said Sandra Gottfried, chairwoman of the advisory board. "It's an uneven surface."

Smoothing the way with a path made of environmentally friendly materials — already in use in Hollywood — seemed to get a warm reception from three City Council members who responded to the presentation.

"What a wonderful technology," Mayor Susan Haynie said.

City Councilwoman Constance Scott said that it will go along with the beach concessions that are expected on Boca's two-mile stretch of lifeguard-protected public beach soon.

"There will be chairs, there will be umbrellas and now there will be an easier way for them to get to the beach," Scott said.

But the small stretch of Mobi-Mat that was installed late last year in response to complaints about steep conditions at Red Reef Park has been less than ideal, said Boca Ocean Rescue Lt. Squid McGlamery.

Lots of sand piles up at the end, he said. And then there are the shifting sands of the beach to contend with, he said.

"As thin as our beaches are getting right now, it would take up a large amount of real estate along the beach," he said.

Bernadette Siciliano, who uses a wheelchair because of the damage cancer treatment caused to her nerves, said that she was glad to see something had been done when she returned to her West Boca winter home from Massachusetts this year. But the accommodation was less than ideal, she said.

"It helped a little but it didn't go all the way," she said, recalling that piles of sand often built up at the end of the mat which her husband had to push her over.

Jay Van Vechten, executive director of the Boating & Beach Bash, said the way things are now, there are actually no activities down by the ocean during the annual event. The mats could help change that, he said.

"Each year we talk about it, 'Wouldn't it be great if we could do something at the beach?'" said Van Vechten, who also serves on the city advisory board. "The sand is soft and powdery... looks wonderful. But it's very limiting as to who can use our beaches."

[Ageggis@tribune.com](mailto:Ageggis@tribune.com), 561-243-6624 or Twitter @AnneBoca





## ROLL-OUT ACCESS PATHWAY



**Mobi-Mat® RecPath™ is a portable and removable rollout access pathway for pedestrians, wheelchair users, strollers, bicycles and ATVs.**

### ADA-Compliant

Firm, safe and stable, easy for any type of wheelchair, stroller or walker to maneuver on – providing a smooth continuous surface without gaps.

### Environmentally Friendly

Made of 100% recycled polyester, Mobi-Mat® RecPath™ contributes to the environment by utilizing recycled plastics. RecPath™ channels traffic along designated areas to protect sensitive dunes.



### User friendly Cool and smooth surface

The blue AFX Mobi-Mat® RecPath™ permeable structure remains cool when exposed to very high temperature up to 80°C (176°F), for the benefit of barefoot beachgoers and disabled people.

### Lightweight and Easy Installation

Mobi-Mat® is only 0.27 lbs/sqft, facilitating installation and retrieval of a 50' long section by two persons in ten minutes. Installation and retrieval can be performed by one person when using our Mobi-Roller™.

### Electrical blue to increase visibility

### Low Maintenance:

Will not sink into the sand, the Mobi-Mat® permeable structure allows sand to filter through. Mobi-Mat® RecPath™ is easily maintained by sweeping any excess sand build up with a broom or with a leaf blower.





## RecPath™ INSTALLATION DATA SHEET

Made from 100% recycled polyester, Mobi-Mat® range offers the RecPath™, the lightest roll-out environmentally friendly mat for creating the best ADA compliant outdoor access ways in minutes.

Supplied as a ready-to use kit in a cardboard box, the kit includes one RecPath™ roll and the necessary accessories for installation including X-shape connector bar at ends, staple pack, and pair of gloves.

### 1. Pre-installation

Prepare the area prior to installation of the RecPath™ by leveling the ground surface with a rake to clear debris, large stones and foreign objects.

### 2. Start creating your beach pathway

Unroll the RecPath™ and lay it in the desired position (Fig. 1).

Check the mat surface and place the smooth side facing up and the corrugated side facing down in contact with the ground.

Begin by aligning one end completely with the sidewalk or boardwalk you are extending it from. Secure the starting end of the mat, using the U-shaped staples provided (Fig. 2).

On flat terrain, insert staples through the connector holes, as close as possible to the sidewalk/boardwalk so there is no gap.

On sloped or heavy traffic areas, insert staples through the connector holes and eyelets.

### 3. Stretch & Anchor your mats down

Stretch the Mobi-Mat® from the other end; utilize the U-shaped staples inserted through the eyelets as a tensioning tool to gently stretch the mat. (Fig. 3).

Secure the mat end by fastening the end with U-shaped staples inserted through the connector with a hammer (Fig. 2).

To secure the mat lengthwise, insert a staple through the eyelet positioned on the lengthwise side of the mat (Fig. 4).

### 4. Connecting Multiple RecPath™

Repeat 1 and 2 (Fig. 1 & 2).

Use end connectors: lay mat ends side by side and then slide the X-shaped connector bar into position to link both mat ends together (Fig. 5).

Repeat 3 (Fig. 3 & 2).

### 5. Maintenance

Using a broom or leaf blower is the preferred method for keeping the Mobi-Mat® surface free of sand and debris.

If too much sand accumulates underneath, roll back the mats and level the ground. Then re-do installation.

### Optional RecPath™ installation

Creating a Change in Path Direction or Resting Areas with a "T" or "L" shape  
Overlap the mats at an angle to create "T" or "L" shape paths to create a change in path direction or resting areas for wheelchair users and baby strollers. (Fig. 6).

#### No visible end

Dig a 4" (10cm) deep and 3" (8cm) wide trench at the end of the RecPath™, position the mat end connector straight down at 30 degrees into the sand and anchor the mat down using the U-shaped staples and bury it.



Fig. 1

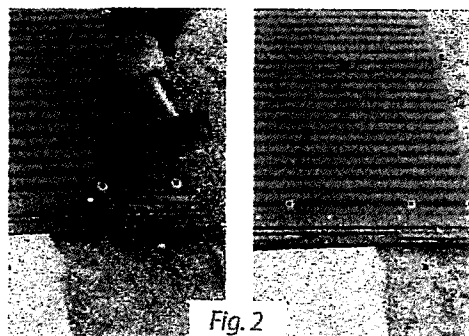


Fig. 2



Fig. 3

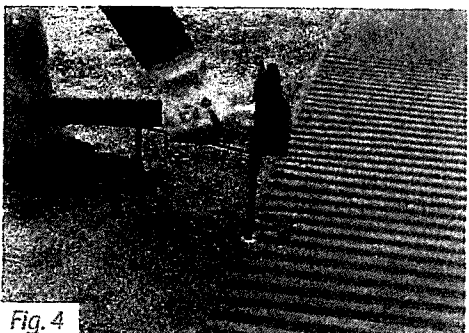


Fig. 4

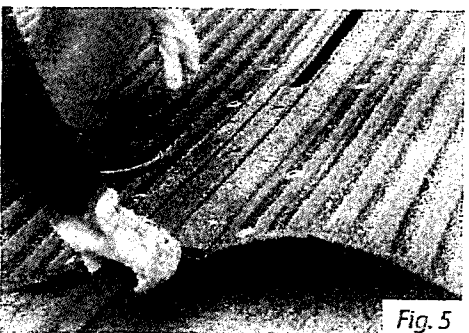
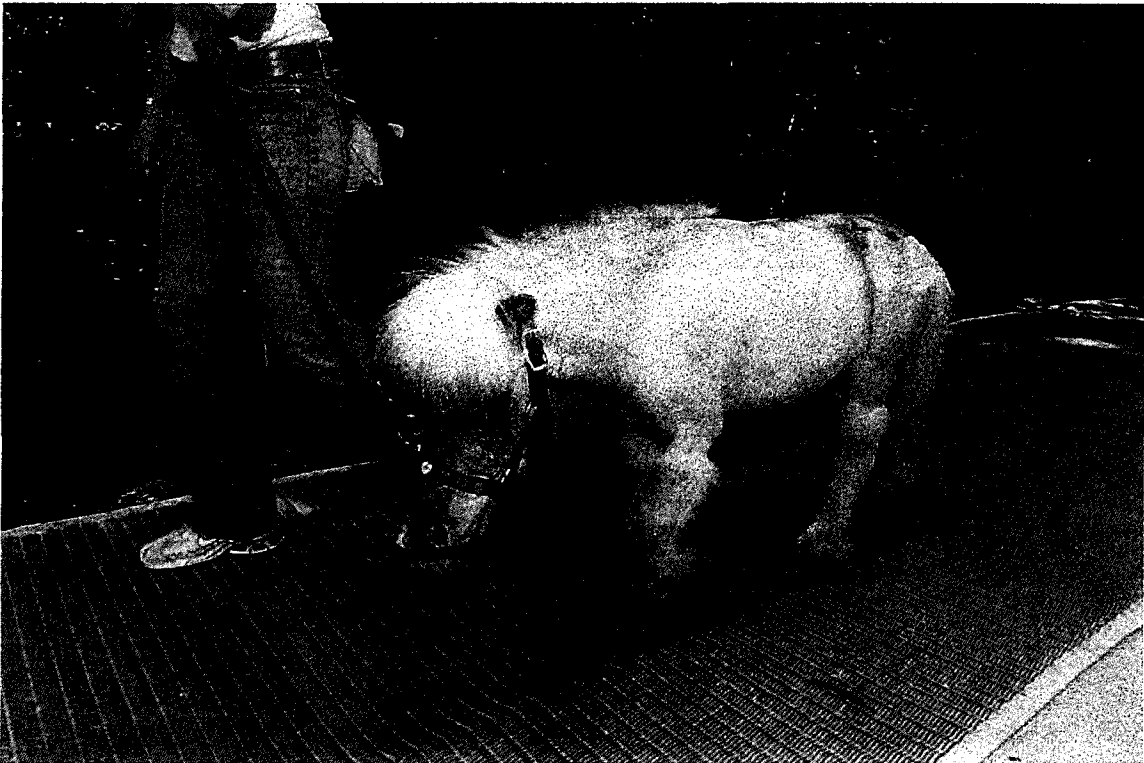


Fig. 5



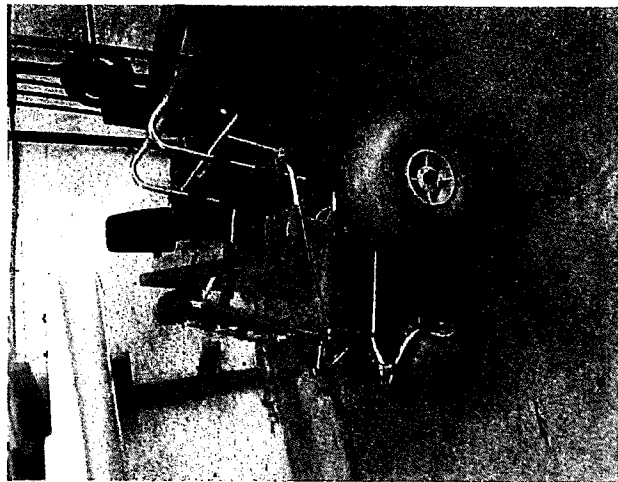
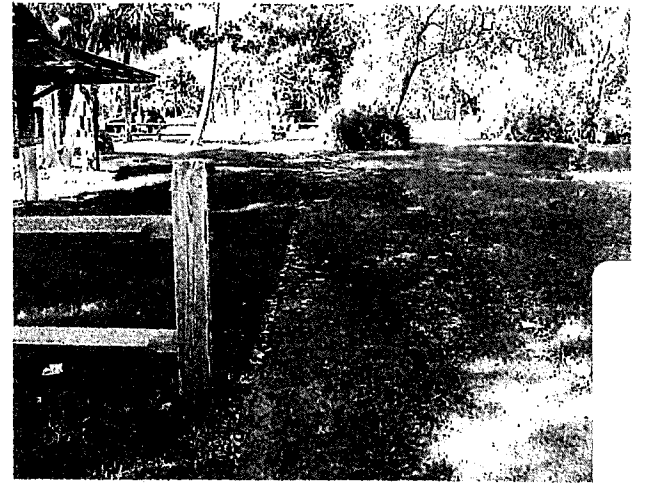
(over)



2012  
Borrowed...Nobi Mat  
from City of Holly  
wood



Inaccessible areas inside park where we do, or could, have activities



One very old + inadequate beach wheelchair

Boating and Beach Bash  
Profit and Loss 2013-2015

EXHIBIT A

Page 23 of 29

	Jan-June 1, 2015	2014	2013
<b>Ordinary Income/Expense</b>			
<b>INCOME</b>			
DONATIONS	\$42,601.00	\$42,095.00	\$37,680.32
EXHIBITOR FEES	\$2,400.00	\$2,050.00	\$2,000.00
<b>Total INCOME</b>	<b>\$45,001.00</b>	<b>\$44,145.00</b>	<b>\$39,680.32</b>
<b>EXPENSE</b>			
ADMINISTRATION	\$1,795.65	\$3,135.48	
ENTERTAINMENT	\$800.00	\$1,000.00	\$500.00
FOOD AND DRINKS	\$9,084.42	\$6,926.98	\$11,892.50
INSURANCE	\$773.04	\$3,889.84	\$595.94
MARKETING	\$1,167.37	\$2,740.00	\$3,970.00
MEETINGS AND CONFERENCE	\$4,360.12	\$1,485.50	\$410.08
OFFICE EQUIPMENT	\$805.00	\$1,576.30	\$1,982.65
OFFICE SUPPLIES	\$899.04	\$599.67	\$763.14
POSTAGE AND MAILING	\$559.75	\$973.30	\$1,050.67
PROFESSIONAL FEES	\$500.00	\$1,850.00	\$650.00
RENTALS	\$6,486.79	\$5,970.98	\$6,507.32
SIGNS	\$4,412.61	\$9,295.07	
SUPPLIES ( CRAFT, DECORATIONS)	\$1,465.10	\$500.62	\$779.73
PENDING--MAILING	\$1,500.00		
<b>Total PROGRAM EXPENSE</b>	<b>\$34,608.89</b>	<b>\$39,943.74</b>	<b>\$29,102.03</b>
<b>Total Expense</b>	<b>\$34,608.89</b>	<b>\$39,943.74</b>	<b>\$29,102.03</b>
<b>Net Ordinary Income</b>	<b>\$11,392.11</b>	<b>\$5,201.26</b>	<b>\$10,578.29</b>
<b>Net Income</b>	<b>\$11,392.11</b>	<b>\$5,201.26</b>	<b>\$10,578.29</b>

0000080 02/18/15



**Consumer's Certificate of Exemption**

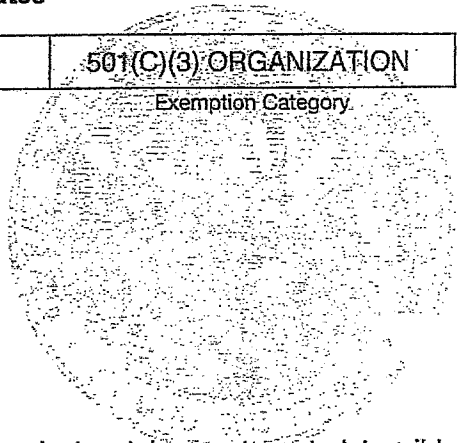
DR-14  
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8016641833C-9	02/02/2015	02/29/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

AMERICAN DISABILITIES FOUNDATION INC  
1117 SW 13TH PL  
BOCA RATON FL 33486-5425



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



**Important Information for Exempt Organizations**

DR-14  
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Date: OCT 06 2014

AMERICAN DISABILITIES FOUNDATION  
INC  
C/O JEFFREY FROMKNECHT  
228 SW 8TH AVE  
BOYNTON BEACH, FL 33435

Employer Identification Number:

46-4699013

DLN:

17053183341004

Contact Person:

MARIA S TRITCH

ID# 31549

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

March 12, 2014

Contribution Deductibility:

Yes

Addendum Applies:

No

EXHIBIT A

Page 25 of 29

Dear Applicant:

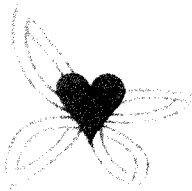
We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947





# SPIRIT OF GIVING

Charity • Community • Collaboration

June 5, 2015

To Whom It May Concern:

I have been a fan of the Boating & Beach Bash for People with Disabilities for many years. Without a doubt it is one of the most unique social outreach programs in the nation. To my knowledge, no other group in the country offers people with disabilities an experience like this. The Bash celebrates diversity and provides those with physical and intellectual challenges with a fun day that is all about them, their caregivers and families.

The Bash is a well-run event that builds each year, offering more and more opportunities for guests to live, laugh and learn about their own abilities vs. their disabilities. There is nothing like the Bash in America. I am pleased to be a volunteer and help wherever I can.

Sincerely,

Wendy Friswell  
Executive Director

Spirit of Giving Network, Inc. is a non-profit corporation authorized under the laws of the State of Florida. We are exempt from U.S. Federal Income Tax under section 501 (c)3 of the Internal Revenue Code and all contributions are tax-deductible as allowed by law. Please consult your tax advisor regarding the tax deductibility of all contributions. Our Federal I.D. number is 65-0765570. Federal tax law requires us to inform you that no goods or services were provided to you in return for your gift. A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free (800-435-7352) within the state. Registration does not imply endorsement, approval, or recommendation by the state. Spirit of Giving Network registration number is CH9892

*A unique collaborative of  
non-profit organizations  
working together to  
provide access to resources  
and services that educate  
and build self-sufficiency.*

261 NW 13th Street  
Boca Raton, FL 33432  
T 561.385.0144  
F 561.620.2554

[www.spiritofgivingnetwork.com](http://www.spiritofgivingnetwork.com)



PATRICIA V. COHEN & ASSOCIATES, P.A.  
252 EAST BOCA RATON RD.  
BOCA RATON, FL 33432  
561-901-7877  
866-291-3156 FAX  
PCOHEN816@GMAIL.COM

June 5, 2015

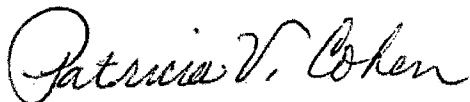
To whom it may concern:

This letter is being written at the request of the Boating & Beach Bash for People with Disabilities.

I have been fortunate to be involved in the annual event as a volunteer in a number of projects. The event is so special and to say the least, I had an epiphany working on the event this year. Although I have worked on many projects throughout my life, I have never participated in an event where the attendees are so thankful and excited to be a part of something where they are the stars! This event provides such wonderful opportunities for those who are disabled and for those volunteering, coming together as a community.

Please feel free to contact me should you need any additional information regarding the event and/or the organization.

Sincerely,  
PATRICIA V. COHEN & ASSOCIATES, P.A.



Patricia V. Cohen, Esq.  
President



**PAUL B. MILLER, CFP®**  
Proactive Financial Planning

Indian River Financial Group, Inc. A Registered Investment Advisor  
7805 NW Beacon Square Blvd. • Suite 102 • Boca Raton • Florida • 33487  
Office (800) 611-0537 • (561) 362-0331 Fax (561) 362-4003  
Website [www.paulmilleradvisor.com](http://www.paulmilleradvisor.com) EMail [paul@paulmilleradvisor.com](mailto:paul@paulmilleradvisor.com)

FRIDAY, JUNE 05, 2015

TO WHOM IT MAY CONCERN:

I HAVE BEEN A VOLUNTEER AT THE BOATING & BEACH BASH FOR PEOPLE WITH DISABILITIES. AND FEEL THAT IT IS THE MOST HEARTWARMING AND IMPACTFUL COMMUNITY EVENT I'VE EVER SEEN. NO OTHER GROUP THAT I'M AWARE OF DOES MORE TO PROVIDE THOSE WITH PHYSICAL OR INTELLECTUAL CHALLENGES WITH A SAFE HARBOR AND WELCOMING ENVIRONMENT, WHERE EVERY GUEST IS TREATED LIKE A VIP. WHAT I ALSO LIKE IS THAT BASH ORGANIZERS SALUTE THE CAREGIVERS AND ATTENDING FAMILY MAKERS, BY PROVIDING THEM WITH SUCH A FUN DAY. THE BASH IS ALL ABOUT DELIVERING SMILES AND MEMORIES, OPENING EYES AND HEARTS THROUGHOUT SOUTH FLORIDA. THAT'S WHY THE MEDIA HAVE COME TO CALL IT THE "MIRACLE ON THE INTRACOASTAL."

I COULDN'T AGREE MORE.

THANK YOU,

PAUL B. MILLER, CFP®  
INDIAN RIVER FINANCIAL GROUP, INC.  
A REGISTERED INVESTMENT ADVISOR  
BOCA RATON FLORIDA  
561-362-0331



**The Beacon Group, Inc.**  
*Insurance and Risk Management*

ROBERT K. ROLLINS, JR., CPCU, AAI  
DONALD E. DRESBACK, CPCU, ARM-P, AAI  
JOHL K. ROTMAN  
RICHARD S. WURST, ARM-P, AAI  
ROBERT K. ROLLINS III, AIP

June 5, 2015

Judi Ake  
American Disabilities Foundation, Inc.  
P. O. Box 99  
Boca Raton FL 33429

Re: General Liability Insurance

Dear Judi:

We have received your application and have submitted it to carriers for quotation for coverage on an annual basis.

We have written General Liability for the Boating and Beach Bash for 4 years. I have attached certificates for those years which show the Carrier Name, Policy Number, Effective Dates and Limits of Liability carried. I will forward a quote as soon as possible.

Should you have any questions or need additional information please do not hesitate to call me.

Sincerely

*Marie Burton*

Marie Burton  
Commercial Lines  
[mburton@beacongroupinc.com](mailto:mburton@beacongroupinc.com)



POLICY NUMBER: NN578025

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s):**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

**Location(s) of Covered Operations:**

301 W OLIVE AVE #1201, WEST PALM BEACH, FL 33401

**Description of Work Performed for the Additional Insured:**

FREE FUN DAY WITH BAND, BOAT RIDES AND GAMES FOR PEOPLE WITH DISABILITIES AND VETERANS WITH DISABILITIES

**A. Section II - Who Is An Insured is amended** to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured at the location(s) designated in the Schedule, but only for occurrences or coverages not otherwise excluded in the policy to which this endorsement applies.

**B. With respect to the insurance afforded to the additional insured, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. The following is added to 4.a. of Other Insurance of Section IV - Commercial General Liability Conditions:**

If required in a written contract, your policy is primary and noncontributory in the event of an occurrence caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured at the location(s) designated in the Schedule.

All other terms and conditions of this policy remain unchanged.

L803 (06/07)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

# THE AMERICAN DISABILITIES FOUNDATION, INC.

Attachment 2 Page 3 of 4

September 15, 2015

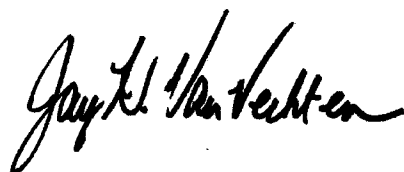
Georgette Fabri  
Office of Equal Opportunity  
301 North Olive Avenue, 10<sup>th</sup> Floor  
West Palm Beach, FL 33401

Dear Georgette:

South Florida's annual **Boating & Beach Bash for People with Disabilities** and its parent, the American Disabilities Foundation, Inc., do not carry worker's compensation insurance. Everyone associated with the foundation and with the Bash is a volunteer. There are no salaried employees.

Thank you,

Kindest Regards,



Jay Van Vechten  
President/CEO  
American Disabilities Foundation, Inc.

**THE AMERICAN DISABILITIES FOUNDATION, INC.**

October 1, 2015

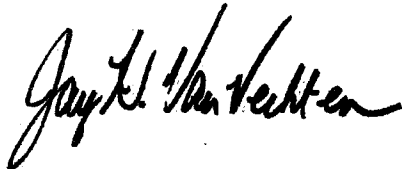
Georgette Fabri  
Office of Equal Opportunity  
301 North Olive Avenue, 10<sup>th</sup> Floor  
West Palm Beach, FL 33401

Dear Georgette:

South Florida's annual **Boating & Beach Bash for People with Disabilities** and its parent organization, the American Disabilities Foundation, Inc., a 501©(3), do not have any corporate automobiles, trucks or vehicles of any sort. Hence auto insurance coverage is not an issue for us.

Thank you,

Kindest Regards,



Jay Van Vechten  
President/CEO  
American Disabilities Foundation, Inc.

**NON-DISCRIMINATION POLICY**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All agencies doing business with Palm Beach County are required to submit a copy of its nondiscrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an agency does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such agency shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

**Check one:**

Agency hereby acknowledges that it does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy and agency hereby acknowledges and affirms by signing below that it will conform to Palm Beach County's nondiscrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

Agency hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

Agency hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, the agency hereby acknowledges and affirms by signing below that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

**NOTE:**

Agency's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; or (ii) provide Palm Beach County, with the information set forth above, will render the agency non-responsive. Agency shall notify Palm Beach County in the event it no longer maintains a written or non-written nondiscrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

**AGENCY:**

AMERICAN DISABILITIES FOUNDATION

Company Name

Jay H. Van Vechten

Signature

JAY H. VAN VECHTEN

Name (type or print)





## Palm Beach County Commission on Ethics

**Commissioners**  
Edward Rodgers, Chair  
Mehmet Farach, Vice Chair  
Robin N. Florc  
Ronald E. Harbison  
Bruce E. Reinbart

**Executive Director**  
Alicia S. Johnson

September 14, 2011

Mr. William Lapp  
1386 Victoria Drive  
West Palm Beach, FL 33406

Re: RQ0 11-078  
Misuse of Office/Voting Conflicts

Dear Mr. Lapp,

Your request for an advisory opinion to the Palm Beach County Commission on Ethics has been received and reviewed. The opinion rendered is as follows:

**YOU ASKED**, whether a conflict of interest exists were you to serve on the Grant Review Committee (GRC) for the Palm Beach County Office of Equal Opportunity (OEO), if you serve on the board of directors of three non-profit organizations including one in which your wife is the executive director, and these organizations may apply for grant funding from the GRC.

**IN SUM**, as an appointed volunteer advisory board member you are not prohibited from serving on the GRC, however, you are prohibited from using your official position as an advisory board member to give a special financial benefit, not shared with *similarly situated members of the general public*, to your spouse, your spouse's outside employer or a non-profit organization of which you are an officer or director. Voting, participating or attempting to influence other GRC members or OEO staff may constitute a misuse of office.

**THE FACTS** as we understand them are as follows:

The Grant Review Committee (GRC) for the Palm Beach County Office of Equal Opportunity (OEO) is an advisory board established to review grant proposals from non-profit organizations addressing the needs of the disabled in Palm Beach County. Your wife is the executive director of the Florida Outreach Center for the Blind (FOCB) and you serve on its advisory board. You also serve on the board of directors of the Palm Beach Chapter of the National Federation of the Blind (PBCNFB) and the Palm Beach County North Lions Club (PBCNLC). You do not receive compensation from any of these non-profits. In the past, the FOCB has applied for grant funding subject to review by the GRC.

**THE LEGAL BASIS** for this opinion is found in the following relevant section of the Palm Beach County Code of Ethics:

---

2633 Vista Parkway, West Palm Beach, FL 33411 561.233.0724 FAX: 561.233.0735  
Hotline: 877.766.5926 E-mail: [ethics@palmbeachcountyethics.com](mailto:ethics@palmbeachcountyethics.com)  
Website: [palmbeachcountyethics.com](http://palmbeachcountyethics.com) 10/06/2011 - Page 55

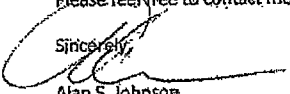
Section 2-443(a) prohibits you from using your official position to give your spouse, your spouse's outside employer or a non-profit organization if you are an officer or director "a special financial benefit, not shared with similarly situated members of the general public." As executive director, your wife is employed by FOCB. You are a director of FOCB, PBCNFB and PBCNLC. In this instance you may not financially benefit any of these entities over others similarly situated.

Likewise, §2-443(c) prohibits you from voting on an issue that would result in a special financial benefit attributable to your spouse's employer, the FOCB, or the non-profits you serve as an officer (FOCB, PBCNFB and PBCNLC). The voting conflict section requires you to 1) disclose the nature of your conflict before your board discusses the issue; 2) abstain when the vote takes place and not personally participate in the matter; and 3) file a state voting conflict form (SB) submitting a copy to the clerk and the COE.

IN SUMMARY, based on the facts and circumstances presented, you are not prohibited from serving on the GRC so long as you do not use your appointed office to give your spouse's outside employer, the FOCB, or the non-profits you serve as an officer or director a special financial benefit. When faced with a conflict, you must disclose, not participate and file the required conflict disclosure form SB.

This opinion construes the Palm Beach County Code of Ethics Ordinance, but is not applicable to any conflict under state law. Inquiries regarding possible conflicts under state law should be directed to the State of Florida Commission on Ethics.

Please feel free to contact me at (561) 233-0724 should you have any further questions in this matter.

Sincerely,  
  
Alan S. Johnson,  
Executive Director

ASJ/mr/gal



TO: ADVISORY BOARD MEMBERS  
 FROM: ROBERT WEISMAN  
 COUNTY ADMINISTRATOR  
 RE: PALM BEACH COUNTY CODE OF ETHICS

Effective May 1, 2010, contractual relationships between Palm Beach County government and advisory board members, their employers, or businesses, are prohibited conflicts of interest as set forth in the Palm Beach County Code of Ethics, Ordinance 2009-051. This conflict of interest must be waived by an affirmative vote of five (5) members of the Board of County Commissioners upon full disclosure at a public meeting in order to accept appointment to an advisory board. In the space provided below, please identify any such contractual relationships, or verify that none exist at this time. The Ordinance (2009-051) and the training requirement can be found on the web at: <http://www.pbcgov.com/ethics/advisory.htm>

Type of Contract	Which Department/Division	Effective Date	Term
Advisory Board	FACB		
Board of Directors	PB Chapter of Nat'l Fed. of Blind		
Board of Directors	PB County North Lions Club		

Yes, submit a waiver to the Board of County Commissioners, since I or my employer have/had the above named contract(s);  
 OR  
 At this time, neither I nor my employer have contract(s) with the Board of County Commissioners

As a (current or potential) advisory board member you are required to receive training on the PBC Code of Ethics and acknowledge that you have read and understand the PBC Code of Ethics Ordinance.

If you are unable to access the training and/or Ordinance on the web, please contact Aminta Culmer at 561-355-4931 for other arrangements.

Acknowledgement of Receipt

NAME: WILLIAM C LAPP  
 Print or Type

FIRM/COMPANY/ORGANIZATION: Florida Outreach Center for the Blind

ADVISORY BOARD(S): Handicap Accessibility and Awareness Grant Review Committee

I acknowledge that I have taken the required training; and read and understand the Palm Beach County Code of Ethics Ordinance, the provisions of which are effective May 1, 2010. I understand that as an advisory board member of the above-mentioned board(s) that I am bound by it.

Signature: William C Lapp Date: 5/5/11

Please sign and return this FORM to Aminta Culmer, 215 N. Olive Avenue, Ste 130, West Palm Beach, FL 33401. A self-addressed envelope has been provided for your convenience.