Agenda Item No. 3A - 3

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### **AGENDA ITEM SUMMARY**

**Meeting Date: November 21, 2017** 

[x] Consent

[] Regular

[] Workshop

[] Public Hearing

**Department:** 

Office of Equal Opportunity

**Submitted By:** 

Office of Equal Opportunity

**Submitted For:** 

Handicap Accessibility and Awareness Grant Review Committee

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a contract with Florida Outreach Center for the Blind, Inc. (FOCB) in an amount not to exceed \$5,000 to be used to purchase a laptop computer and office furniture. The laptop will be used to facilitate technology familiarization and classroom instruction using assistive technology for visually impaired instructors and students. The office furniture is needed for classroom instruction and program administration to provide optimum stability, support and positioning for persons with disabilities to safely work, learn and maneuver at learning stations and desktop viewing devices.

Summary: The grant funds, previously derived from fines collected from parking violations in designated parking spaces, have been absorbed into the General Fund as of October 1, 2017. Approval of this contract will provide accessibility to persons with disabilities. William Lapp, a member of the County's Handicap Accessibility and Awareness Grant Review Committee, has disclosed that he serves on the Board of Directors for the non-profit Florida Outreach Center for the Blind, Inc., on which his wife is the executive director. Disclosure of these relationships are being provided in accordance with the provision of 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 (DO)

**Background and Justification:** On December 15, 1992, the BCC adopted Resolution No. R-92-1890 which created the Office of Equal Opportunity Handicap Accessibility and Awareness Grant Review Committee (Committee). The Committee reviews proposals submitted by non-profit organizations in conformance with the Ordinance and establishes program guidelines. The Committee and the Office of Equal Opportunity concur on the funding recommendation and funding amount.

#### Attachments:

1. Contract with FOCB includes Exhibits "A" and "B" and Certificates of Insurance (3)

2. Ethics Advisory Opinion dated September 14, 2011

Recommended by:

**Department Director** 

Date

Approved by:

ssistant County Administrato

Date

### II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Impact:						
Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	2018 2019 5,000.00	2020	2021	2022			
NET FISCAL IMPACT	5,000.00 -0-	-0-	-0-	-0-			
# ADDITIONAL FTE POSITIONS (Cumulative)	e) <u>0</u> <u>0</u>		_0_	0			
Is Item Included in Current Does this item include the u	t Budget? ise of federal funds	Yes Yes	x r	No Nox			
Budget Account No.: Fund	<u>0001</u> Agency <u>400</u>	Org <u>425</u>	<u>51</u> Obje	ect <u>8201</u>			
Reporting Category	_						
B. Recommended Sources	of Funds/Summar	y of Fisca	l Impac	t:			
The Office of Equal Opportur \$64,216 for salary and benefit Handicap Accessibility and A	its for one staff pers	on and \$3	0,000 to	al cost of \$9 be distribu	94,216 for FY ted to commu	72018. These co	sts are ons by the
C. Departmental Fiscal Rev	view:						
	III. R	REVIEW (	COMM	ENTS:			
A. OFMB Fiscal and/or Con	4/1/12 A	ontrol Co		proton	(111)	5117	
B. Legal Sufficiency:			•				
Assistant County Attorn	ney						
C. Other Department Revie	èw:						
Department Director							

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

#### CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the	day of	, 20 , by	and between	Palm Beach
County, a Political Subdivision of the State	of Florida, by and	through its	Board of Co	mmissioners.
hereinafter referred to as the COUNTY, and	(Florida Outreac	h Center fo	r the Blind,	Inc.), a (Not-
for-profit corporation) authorized to do bu	usiness in the State	of Florida	hereinafter	referred to as
the AGENCY, whose Federal I.D. is 55-082'		•	,	

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 <u>Derek</u> <u>Horne, telephone no. (561) 355-4197.</u>

The AGENCY'S representative/liaison during the performance of this Contract shall be <u>Carolyn</u> <u>Lapp, telephone no. (561) 642-0005.</u>

# ARTICLE 2 - SCHEDULE

The AGENCY shall be reimbursed for cost incurred by the AGENCY as of the date of approval of the contract by the Palm Beach County Board of County Commissioners through September 30, 2018.

#### **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 of <u>Five Thousand Dollars</u> (\$5000). The AGENCY will submit an invoice, with copies of canceled checks and such documentation as the COUNTY's 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. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the AGENCY will clearly state "<u>final invoice</u>" 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.

The 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 AGENCIES. 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 Page 1 of 10

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 not 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.

All of the AGENCY'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

#### **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 of 15% on all County solicitations.

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 COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall <u>not</u> 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. <u>Commercial General Liability</u> 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. <u>Business Automobile Liability</u> 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 does not 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. <u>Worker's Compensation Insurance & Employers Liability</u> 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. <u>Professional Liability</u> 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.

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.

- F. 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.
- G. <u>Certificate(s) of Insurance</u> 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

- H. <u>Umbrella or Excess Liability</u> If necessary, AGENCY may satisfy the minimum limits required above for 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.
- I. <u>Right to Review</u> 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 judgement 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, judgement, 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.

# <u>ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS</u>

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. (Exhibit "B")

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

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct 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:

Derek Horne, Accessibility Specialist Palm Beach County Office of Equal Opportunity 301 North Olive Avenue 10<sup>th</sup> Floor West Palm Beach. Florida 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:

Carolyn Lapp Florida Outreach Center for the Blind, Inc. 2315 South Congress Avenue Palm Springs, Florida 33406

#### **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AGENCY agree that this Contract 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.

#### ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

#### **ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County

- PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract, the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Remainder of page intentionally left blank.

**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	PALM BEACH COUNTY
CLERK AND COMPTROLLER	BOARD OF COUNTY COMMISSIONERS:
By:	By:
By: Deputy Clerk	Mayor
WITNESS	AGENCY:
	Florida Outreach Center For The Blind
Signature	Company Name
JAVARIOUS JACKSON	Gran Manh
Name (type or print)	Signature
Duch I	Toon Moultoniah
Signature	<u>Jean Markevich</u> Typed Name
Darela Horne	· ·
Name (type or print)	Treasurer Board of One down
1	
APPROVED AS TO FORM	
AND LEGAL SUFFICIENCY	(corp. seal)
By	
County Attorney	
APPROVED AS TO TERMS	
AND CONDITIONS	
By Jamela 1	
By anela	

**Department Director** 

# 2017 PALM BEACH COUNTY OFFICE OF EQUAL OPPORTUNITY HANDICAP ACCESSIBILITY AND AWARENESS GRANT PROGRAM

by

FLORIDA OUTREACH CENTER FOR THE BLIND, INC SUBMITTED MAY 8, 2017

# PROPOSAL CRITERIA SUMMARY CHECKLIST

#### 1. A letter of support signed by the chief officer of the agency's governing board.

Please see the attached letter.

#### 2. A brief background of the organization

The Florida Outreach Center for the Blind is a 501(c)(3) nonprofit organization that was established in 2003 by a group of visually impaired persons who realized that there were virtually no services available for thousands of blind residents. Due to the urgent need for quality training programs and to fill a gap in services, the Center began its classes in the banquet room of the Piccadilly Restaurant in Boynton Beach, Florida. Realizing that this was a temporary location that limited the Center's potential, the founders developed community support and obtained the funds to lease a permanent facility. Our current site is a free-standing, community based training Center conveniently located on a major bus route. The Center was able to expand its programs to include Braille, Adaptive Technology, Daily Living Skills, Cooking, Peer Support, Leisure Time Activities, an Outreach Programs for seniors, a Vision Impaired and Hearing Impaired Advisory Group and a Kids' Club for blind children and their families. The Center has an on-site store with visual aids for handson inspection and purchase, as well as an Equipment Loan Program that enables clients to have adaptive technology that they otherwise could not afford.

The Florida Outreach Center for the Blind has met the high standards of integrity and performance set by the National Accreditation Council for Agencies Serving the Blind and Low Vision. The Center is unique in that it employs persons who are blind and who serve as positive role models for students. The Center is governed by a volunteer Board of Directors of which 50 percent are required by our By-Laws to be blind or have an immediate family member who is blind. Collaborations with other agencies help keep students informed about resources and job opportunities. Some of our partners are the Florida Division of Blind Services, Florida School for the Deaf and Blind, Blinded Veterans Administration, Area Agency on Aging, Florida Lions Clubs, Palm Beach County Office of Equal Opportunity, and the Palm Beach Chamber of Commerce.

#### The concept, goals and objective of the project.

**Concept:** The Florida Outreach Center for the Blind, Inc. is built on the concept that for every technique used by a sighted person to accomplish a task, alternative methods can be used by a blind person to achieve the same results. Training classes and outreach

programs are designed to teach these alternate techniques to blind and visually impaired clients in four areas 1) independent living 2) orientation and mobility, 3) Braille and 4) computers and technology.

**Goal:** It is our goal for clients to develop the skills necessary to be able to perform tasks safely using these alternative techniques, correct the misconceptions about blindness, and to fully integrate the blind into their communities. Training goals by class include:

- 1. Independent Living, Clients will learn how to 1) manage their medications, 2) shop for and cook meals, 3) read a book or newspaper, 4) make phone calls, and 5) clean and perform simple maintenance on their home. These skills allow them to perform the daily tasks required to avoid institutionalization and remain safely in their home.
- 2. Orientation and Mobility. Mobility training teaches clients to travel inside and outside of their home with a white cane, use public transportation, and navigate steps, curbs and stairs safely. Students are taught how to overcome obstacles and to become competent travelers. This opens the door for clients to pursue further education and access transportation to go to work, medical appointments, shopping centers and other places of interest. With the ability to travel safely and minimize falls, clients will no longer feel like a prisoner in their own home.
- 3. Braille. Instruction in Braille is encouraged because studies show that individuals with this skill are successful. Braille provides a means of reading and writing needed for recording information, labeling items and marking equipment. Clients will be able to read, sort, and retrieve items that were previously inaccessible.
- 4. Computers and Technology. Clients are offered training in operating computers, tables, note takers and smart phones using the latest accessibility features and adaptive software. Students are exposed to magnifying equipment and other visual aids that allow them to maximize the use of their residual vision. The client learns the technology skills that are needed to compete with their sighted peers, in the classroom, on the job or for their own leisure.

**Objectives:** By using the skills developed in the training programs and participating in support groups, blind and visually impaired persons will be empowered to help themselves. They will preserve their health, safety, maintain their independence as well as enjoy an improved quality of life.

4. A statement of need or justification for the project.

According to the 2014 American Community Survey, more than 30,000 people in Palm Beach County are blind or have severe vision loss. Many are individuals with aged related

or newly diagnosed eye diseases such as diabetic retinopathy, macular degeneration, and glaucoma. Studies show that people with low vision are less mobile, socialize less frequently, and experience difficulty performing tasks required for daily living. They also report more hip fractures, falls, anxiety, depression, physician visits and hospitalizations than the sighted community. Without the proper training and skills, these individuals are at a high risk for injury and the loss of independence that leads to institutionalization.

5. The number of people expected to be served. Our services are available and free to any of the estimated 30,000 visually-impaired residents of Palm Beach County. Training programs are offered in English, Spanish, Creole and French to all ages.

#### 6. The amount of grant requested and an Itemized breakdown of expenditure.

Amount requested \$5,000

· Itemized breakdown of the expenditure:

Item Requested	Quantity	Per Unit Cost	Total Expense
Computer Laptop	1	\$889.99	\$889.99
Chairs with Arms	9	\$109,99	\$989.91
Android Tablet	1	\$119.99	\$119.99
Chairs with Wheels	2	\$129.99	\$259,98
Executive Chairs	2	\$216.41	\$432.82
Single Desk	2	\$672.99	\$1,345.98
Return for Single Desk	2	\$504.99	\$1,009.98
TOTAL			\$5,048.65

#### 7. Benefits to be derived.

Computer Laptop-Independent living courses are taught at two off-site locations in Palm Beach County. A laptop with capabilities of running assistive software in the background is needed to allow the instructor who is blind to have access to student records, files and programs to successfully teach the classes. This laptop will also be used when the Center makes presentations at health fairs and various community functions. The laptop must have the RAM, processor and hard drive space needed to run multiple applications including JAWS (the software that allows visually impaired individuals to operate their computers) simultaneously.

Chairs with Arms-Currently the Independent Living classroom is using folding chairs for one on one instruction and for students when they are learning to operate a screen

reader/magnifier. Because many of our clients are seniors, they need arm rests to help lift themselves up from their chairs. By using chairs with arms, clients will be able to raise themselves from the chair and eliminate the risk of one of the clients falling or injuring the instructor who is now assisting them up to the standing position. In the Visual Aids store, the current chairs have wheels which is also difficult for the senior clients to use.

Android Fire Tablet- Clients continue to request more training using smartphones and tablets as accessibility features and apps are allowing blind individuals to use these devices. Currently the center offers training in IOS apple based devices and would like to expand the smart phone and tablet training to include Android devices that will allow more individuals to participate in our training.

Chairs with wheels-FOCB provides demonstrations in various visual aids that encourage visually impaired individuals to maximize their residual vision. These devices include screen readers, bold line paper, magnifiers, protective eyewear, talking watches, and talking thermometers. Chairs are needed to allow the visual aids manager to demonstrate these products to the clients. The current chairs used are torn and need to be replaced.

Executive chairs (2), Single Desk (2), Return for desk (2)-As both the Executive Director and Bookkeeper are legally blind, they must use specialized equipment such as a screen reader, braille machine, and an optical character recognition device that converts printed text to voice, to assist them with their work. The desks and returns will provide the space required to accommodate this specialized equipment. In addition, as these individuals handle confidential client and financial information their desks need to lock to ensure limited access to this information. Also, the chairs in the administrative office are torn and need to be replaced.

#### 8. Data supporting continuation of service or use of equipment.

According to the Office of Economic and Demographic Research, Florida's older population is expected to almost double between 2010 and 2040, as more Baby Boomers advance into this demographic. According to the American Council of the Blind, "One of the first priorities... must be the expansion of service availability to older people with vision loss who are woefully under-served at this time." Without the proper training and skills, these individuals are at a high risk for injury and the loss of independence that leads to institutionalization.

#### 10. Current operating budget.

10. Current operating budget.				
Florida Outreach Center for the Blind, Inc.	) I			
	1	Budget		
		2017		
	:			
REVENUES AND OTHER SUPPORT	, , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	on the professional contract of the sec-		
	<u>.</u>	<del></del>		
Grants, Contributions, and Public Support				
Total Grants, Contributions and Public Support		206,143		
Net Revenue	<u>: Ş</u>	8,888		
Total Public Support and Revenue	: ¢	215.031		
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	<u> </u>			
EXPENSES.	<u>-</u>	I MANAGEMENT AND PRINCIPLE PROPERTY AND PROPERTY OF THE PROPER		
Director Salary	\$	35,550		
Admin Staff Salary	\$	10,133		
Instructor Salary	\$	43,437		
Payroll Taxes	\$	19,965		
Workers Compensation	\$	1,214		
Independent Confractors	<b>Ş</b>	32,650		
Rent, Telephone and Utilities	\$	43,233		
Insurance	\$	2,685		
Kids Club	\$	3,150		
Legal and Professional Fees	\$	-6,669		
Handicap Awareness		5,000		
Dues and Subscriptions, Fees	\$	477		
Supplies	\$	4,034		
Bus Transportation	\$	3,668		
Taxes and Licenses	\$	63		
Maintenance	\$	603		
Depreciation/Other	\$	2,500		
Total Expenses	\$	215,031		
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EXCESS OR (DEFICIT) FOR THE YEAR	\$	-		

#### 11. A copy of the most recent Internal Revenue Service Code 501(c)(3) Tax Exemption letter

Ingradal 22/22/05 Sebud 2. O. Bok 25/19 2. O. Eok 25/19

DEPARTMENT OF THE TRANSPORT

APRO1338

PLOPIDA OBUREACE CENTER ROR THE

HEIRT INC 1280 NORTH COMORSES AVE STE 108 SEST REACH, \$1, 20409-0000

55-0827/372 NIB: 17083096868068 CCOLLECT PERSON: SESSORY X COMING CHILAGE TELEPHONE Number: (STT) 828-5500 Public Charley Status: 170 (b) (1] (A) (VI) ID# 31382

Our letter dated september 2003, stated you would be except from Enderal income ter thise section SOI(c)(s) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a polivate foundation, during an advance riling period.

Hased on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt stabus was not under consideration, you continue to be classified as an organization exempt from Sederal income ter under section 801(c) (3) of the Code.

Sublication SST, Tax-Exempt Status for Your Organization, provides debuiled information about your rights and responsibilities as an exempt organization. For many tropiest a copy by calling the toll-free number for forms.

(880) \$28-3676. Information is also available or our interney Web Site at

If you have general questions about exempt organizations, please call our tell-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

Robert Choi Director, Etempt Organizations Rollings and Agreements

letter 1650 (DO/CG)

12. One original on size 8 ½ X11 paper with original signatures and eight copies of the proposals must be submitted by the deadline.

#### See attached

13. Three business reference letters on letter head.

#### Lou Ferri, Operations Manager, Palm Tran Connection

50 South Military Trail Suite 101 West Palm Beach, FL 33415-3132

Phone: 561-649-9838 Date: May 2, 2017

# <u>Joanne Chalom</u>

In Focus Mobility 934 North University Drive #408 Coral Springs, FL 33071

Phone: 954-261-9226 Date: May 3, 2017

#### Fenton J. Markevich

RxStrategies 1900 Glades Road Suite 350 Boca Raton, FL 33431 Phone: 561-910-9100 Date: May 3, 2017

See Attached letters

14. All required Current Insurance:

See Attached

16. Check for \$10.00

Enclosed

# PROPOSAL FACT SHEET

Date Submitted: May 8, 2017

Agency: Florida Outreach Center for the Blind, Inc.

Address: 2315 South Congress Avenue

City: Palm Springs State: Florida Zip: 33406

Contact Person: Carolyn Lapp

Title: Executive Director

**Agency Mission:** The mission of the Florida Outreach Center for the Blind, Inc. is to develop and administer programs which integrate blind and visually-impaired persons into the social, economic and spiritual lives of their community.

Agency Annual Budget: \$215,031

**Major Funding:** State of Florida Division of Blind Services, The Jim Moran Foundation, The Walter and Adi Blum Foundation, The Batchelor Foundation, The Lost Tree Chapel, The Ibis Foundation, The William and Helen Thomas Trust, W. Bradford Ingalls Charitable Foundation

#### PROPOSAL INFORMATION

Total Project Budget: \$5,048.65

Amount Requesting from Palm Beach County: \$5,000.00

Statement of Need or Justification for the Project

**How Many People will be served?** Our services are available and free to any of the estimated 30,000 blind and visually-impaired residents of Palm Beach County.

Is this a new project? YES

Have you ever applied for the Office of Equal Opportunity Awareness Grant Program YES

lf so, when? 2004, 2005, 2006; 2009, 2012, 2015, 2016

Nature of formerly proposed project Purchase of classroom equipment and supplies, items for the annual holiday party for blind children, support for Dining in the Dark,

Was the proposal(s) granted or denied? Granted To what other sources are you applying for funding of this project? No other sources List similar services in Palm Beach County. Lighthouse of the Palm Beaches

Veterans Administration for Blind Veterans

EXHIBIT "A" 10 of 15

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

AGENCY NAME: FLORIDA OUTREACH CENTER FOR THE BLIND, INC.

ADDRESS: 2315 SOUTH CONGRESS AVENUE, PALM SPRINGS, FL 33406

SIGNED: TELEPHONE: 561.642.0005

PRINT NAME: CAROLYN LAPP DATE: MAY 5, 2017

TITLE: EXECUTIVE DIRECTOR

TAX ID #: 55-0287232

IN THE EVENT YOUR AGENCY IS AWARDED A CONTRACT/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: FRANK SEIDMAN

TITLE: PRESIDENT, BOARD OF DIRECTORS

#### 36 Yacht Club Drive North Palm Beach, FL 33408 Phone or Fax (561) 207-6083

e-mail; frankdenjup@att.net

Management & Regulatory Consultants, Inc.

May 1, 2017

To Whom It May Concern:

I have been familiar with the Florida Outreach Center for the Blind for four years. I also know the Executive Director, Carolyn Lapp, personally, as well as most of her staff. I highly recommend that the Center be supported in its work to the greatest extent possible.

The work done at and through the Center is remarkable in its achievements and in its acceptance by its clients. The Center provides all services necessary to aid persons that are blind or visually impaired to achieve or regain independence and to prepare them for the job market. In addition, FOCB employs persons that are blind or visually impaired to the extent possible. Finally, the Center provides a wholesome, loving atmosphere for clients and their families. It provides a place where families can gather, exchange ideas and share experiences, be they children, adults or seniors.

My best regards,

Frank Seidman

Frank Seidman, P.E. President, Board of Directors

Florida Outreach Center for the Blind, Inc.

Frank Seidman / Jm



Paint Tran
Administrative Offices
3201 Electronics Way
West Palm Beach, FL 35407-4618
(561) 841-4200.
FAE: (561) 841-4291

Palm Tran Connection 50 South Military Trail Suite 101 West Falm Beach, FL 33415-9132 (561) 649-9858 FAX: (561) 514-8365 www.palmitran.org

188

Palm Beach County Board of County Commissioners

Paulette Burdick, Mayor Melissa McKinlay, Vice Mayor

HaliR: Valeche

Dave Kemer

Steven L. Abrams

Mary Lou Berger

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

May 2, 2017

To whom it may Concern:

The Florida Outreach Center for the Blind works closely with Palm Tran Connection in organizing transportation for the users of the center. This letter is in support of their efforts to obtain a grant for the office furniture and technological equipment needed to help their customers.

The Center is led by a truly amazing couple (Carolyn and William Lapp) and a group of exemplary employees and volunteers. There is no limit to what the center can accomplish, they don't rest on their laurels; they personify the mature and professional manner in which is needed when dealing with the delicate customers (the disabled, seniors and transportation disadvantaged) that are encountered on a daily basis. Our riders have spoken highly of the services that are offered by the Outreach Center.

I, personally have worked with the Outreach Center in various capacities over the years. It has always been my pleasure to work with them. They have dedicated their time and energies to helping people with disabilities become independent through mobility and independent living skills. The individuals at the Outreach Center bring a cooperative, intellectual, and informative approach to the complex world of living with a disability. This is not only an extraordinary center, but led by exceptional human beings.

If you have any questions about my interactions with the Florida Outreach Center for the Blind, please don't hesitate to call me at 561-649-9848 Ext; 3620 or email me at Liferi@pbcgov.org.

Sincerely,

Lou Ferri

Operations Manager, Palm Tran Connection



May 3, 2017

To Whom It May Concern:

I have been acquainted with the work done at the Florida Outreach Center for the Blind; Inc. for the past three years.

I have supported this organization during this time and continue to understand the vital role that the Florida Outreach Center for the Blind, Inc. plays in the life of individuals who are blind and are experiencing vision loss. The support and training that this organization provides allows blind individuals to connect with others experiencing vision loss and offers one on one training to individuals to allow them to maximize the quality of their life.

My mother-in-law became friends with the staff and clients at the Center and looked forward to her l-phone and independent living classes each week.

I appreciate the work that the Florida Outreach Center for the Blind, Inc. does for our community and will continue to support their work.

Sincerely,

Fenton J. Markevich
President and CEO

Minhuch.

1900 Glades Road Suite 350 Boca Raton, FL 33431 tel: 561,910,9100 fax: 561,416,2011 ff: 877.GoGelRx (464,3879)

www.340Bplus.com

# In Focus Mobilit Tel: (954) 261-9226



Fax: (954) 340-4966

Jchalom@infocusmobility.com

May 3,2017

Dear Members of the Grant Review Committee,

I am recommending your careful consideration of the Florida Outreach Center for the Blind, Inc. (FOCB) as a most deserving recipient of grant funding. Since 2014, I have worked with clients from the FOCB as an Orientation and Mobility Specialist. As a Certified Orientation and Mobility Specialist, I teach individuals with visual impairments techniques and strategies to be able to travel around their home, community and work environments. I understand the importance of quality services for people with visual impairments as they strive to become competent in the skills in order to lead productive lives.

The Center is a free-standing community based training resource where people with visual impairments can garner the skills necessary for employment and daily living. FOCB is place where people with low vision or total blindness can receive services based on their needs such as orientation and mobility, independent living, and technology.

In addition, the FOCB staff promotes public awareness about the capabilities of people who are blind through many events such as the annual Christmas Party for children with visual impairments and their families, "Dining in the Dark,", and White Cane Safety Day.

The Florida Outreach Center for the Blind's philosophy is evident as soon as you enter the premises: to provide programs which result in giving people with visual impairments or total blindness the skills to obtain greater independence.

Thank you in advance for your consideration of a grant for this valuable training facility.

Sincerely,

ToUnne Chalom

JoAnne Chalom, COMS, Ed.S.

President, In Focus Mobility, Inc.

934 N. University Dr. • #408 • Coral Springs, Florida • 33071

Orientation & Mobility Solution Providers

Member

Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP)

Certified Orientation and Mobility Specialist (COMS)

Association for Education and Rehabilitation of the Blind and Visually Impaired (AER)

Council for Exceptional Children (CEC)

# NON-DISCRIMINATION POLICY FORM Solicitation/Contract#\_\_\_\_

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County "shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of with nor appropriate any funds for any organization or entity that practices discrimination on the basis of with nor appropriate any funds for any organization or entity that practices discrimination on the basis of with nor appropriate any funds for any organization or entity that practices discrimination on the basis of with nor appropriate any funds for any organization or entity that practices discrimination on the basis of with nor appropriate any funds for any organization or entity that practices discrimination on the basis of with nor appropriate any funds for any organization or entity that practices discrimination on the basis of with nor appropriate any funds for any organization or entity that practices discrimination on the basis of with nor appropriate any funds for any organization.

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, **prior** to entering into any contract with the County." In the event an organization or entity does not have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

Ch	eck	one:

<u></u>

Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

OR

( ) Organization/Entity hereby acknowledges that it does not have a written non-discrimination policy and hereby affirms by signing below that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

# ORGANIZATION / ENTITY INFORMATION:

Florida Outreach Center for the Blind, Inc.
Name of Organization or Entity

Signature

CAROCTN LARP

Name (type or print)

Executive Director

Rev. 06.13.2017

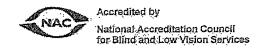
Florida Outreach Center for the Blind, Inc.

Non-Discrimination/Equal Opportunity Employment

The Florida Outreach Center for the Blind, Inc. is an "Equal Opportunity Employer" and has an "Affirmative Action Plan" on file. It is the policy of the Center to ensure that fair and equal employment opportunities are extended to all persons regardless of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. This policy applies to recruitment, selection, training, promotion, rates of pay benefits, layoffs, terminations and other conditions of employment. The Center seeks in all its operations to employ individuals who are qualified or qualifiable on the basis of merit, ability, experience and education.



# Florida Outreach Center for the Blind, Inc. 2315 S. Congress Ave. Palm Springs, FL 33406 561:642.0005 www.fiblindcenter.org



May 1, 2017

Mr. Derek HorneDisability Accessibility Specialist PBC Office of Equal Opportunity Government Center 301 N. Olive Avenue, 10th Floor Ste-130 West Palm Beach, FL 33401

Dear Mr. Horne. In reference to the certificate of liability insurance for the Florida Outreach Center for the Blind (FOGB), this letter is to confirm that the FOCB has no business automobile and therefore, has checked "hired autos" and "none owned autos" on its liability coverage.

If you have any questions, do not hesitate to contact me at the above telephone number or e-mail

Kind Regards,

Carolyn Lapp F.O.C.B. Executive Director

Carolin , Lapo



DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE R004 10/18/2017 THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). NAME: PHONE (A/C, No, Ext): AUTOMATIC DATA PROCESSING INS AGCY FAX (A/C, No): 250717 P: F: E-MAIL ADDRESS: PO BOX 33015 INSURER(S) AFFORDING COVERAGE NAIC SAN ANTONIO TX 78265 NSURERA: Twin City Fire Ins Co 29459 INSURED INSURER B FLORIDA OUTREACH CENTER FOR THE BLIND, INSURER C; INC INSURER D 2315 S CONGRESS AVE INSURER E : PALM SPRINGS FL 33406 INSURER F: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADDL SUBR INSR WYD POLICY EFF (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER POLICY EXP LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER:
POLICY PRO- LOC GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) UMBRELLA LIAE EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ RKERS COMPENSATION DEMPLOYERS' LIABILITY X PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 100,000 N/A landatory in NH) 76 WEG LT1487 11/20/2017 11/20/2018 E.L. DISEASE- FA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000 DESCRIPTION OF OPERATIONS below

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

hose usual to the Insured's Operations. Palm Beach County Board of County Commissioners, A political Subdivision of the State of Florida, Its Officers, imployees and Agents.

ERTIFICATE HOLDER	CANCELLATION
?alm Beach County Board of County Commissioners,	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE
2/0 Office of Equal Opportunity	DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
301 N OLIVE AVE FL 10 VEST PALM BEACH, FL 33401	Susan S. Castaneda
TO T TENTE DUMON, THE JUSTON	

CORD 25 (2016/03)

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OP ID: GL

CORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MNUDD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. INFORTANT: If the certificate noiser is an Additional insorted, the policy(les) must have Additional insorted provisions of the endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

RODUCER

SOUTH TO BE ALAS SOUTH TO BE AL Keystone Insurance Group 21301 Powerline Rd. Ste 312 Boca Raton, FL 33433 PHONE (A/C, No, Ext): 561-852-1445 FAX (A/C, No): 561-483-9982 Josh Beer INSURER(S) AFFORDING COVERAGE
INSURER A : Covington Specialty Ins Co NAIC# INSURED Florida Outreach Center for the Blind Inc 2315 South Congress Avenue West Palm Beach, FL 33406 INSURER B : Lloyds of London Companies INSURER C: INSURER D : INSURER E : INSURER F: COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, SECULUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY NUMBER POLICY EFF POLICY EXP X COMMERCIAL GENERAL LIABILITY LIMITS 1,000,000 CLAIMS-MADE X OCCUR EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) VBA509931 Y 01/07/2017 01/07/2018 250,000 MED EXP (Any one person) 5.000 PERSONAL & ADV INJURY 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 GENERAL AGGREGATE POLICY JEC+ 1,000,000 PRODUCTS - COMP/OP AGG \$ AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 1,000,000 ANY AUTO VBA509931 01/07/2018 01/07/2017 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
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ACORD 25 (2016/03)

C/OOFFICE OF EQUAL OPPORTUNITY 301 NORTH OLIVE AVENUE, 10TH FL WEST PALM BEACH, FL 33401

AUTHORIZED REPRESENTATIVE

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John Bun

# General Liability and Director and Liability - FLORIT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMIDDITYYY) 05/01/2017

This certificate is issued as a certificate does not affirmat below. This certificate of ing representative or producer, a	TVELY SURAN NO TH	OR NCE HE CE	NEGATIVELY AMEND DOES NOT CONSTITU ERTIFICATE HOLDER	, exte Ite a	IND OR ALT CONTRACT	ER THE GO BETWEEN	iverage afforde The issuing insur	D BY TH RER(S), A	E POLICIES UTHORIZED
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FRODUCER		······································		CONTA NAME:	or Josh Be	er			., , , ,,,
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Josh Beer				1			RDING COVERAGE		NAIC#
				INSURER A: COVINGTON SPECIALTY					10,10,7
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ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatoxy in NH)	N/A	1			'	}	EL FACH ACCIDENT	. ş	
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B DEO LIABILITY		NI.	DO1561222C		02/08/2017	02/08/2018	EL DISEASE-POLICY LIN	IT   S	4 000 000
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Description of operations/Locations/Vehicles (acord 101, additional Remarks schedule, may be alterted it more space is required;  ALLM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF HE STATE OF FLORIDA. IT'S OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL NSUREDS AS PER CONTRACT OR AGREEMENT WITH NAMED INSURED.  Notes: General Wabilly and Directors and Officer									
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West Palm Beach, Fl 33401			- Financial Control of the Control o						

ACORD 25 (2014/01)

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# ATTACHMENT 2 PAGE 1 0F 2



# Pain Beach County Commission on Ethics

Robinů, Flord Romani, Sidailich River E. Rebesii

receive Pirector Aiss & Johnson

Septescher14, 2011

me: Wilderlage 1566 Victoria Drive West Palio Beech, FL 53406

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Misuse of thick/voting Conflicts

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Taur reguest fokenk ağruşory qolorah tə thiş Pelpt Beleri, Coupty Cüroplistasi içir Eddigi hayilişti telezired and reviewed. This opidlari relidired is as follower

YOU ASKED; whether a conflict of interest ease were you to serve on the cease representation from the location of the cease of the ease of the board of directors of three non-profit of easternames beliefing the in which your quife is the exceptive director and the construction of three non-profit of easternames beliefing the in which your quife is the exceptive director and these operations necessarily between the case of the case of the constructions and the case of th

in cind, example office.

In cinding a mixture office or attendance of the CRC members of OEO staff may constitute a mixture of the constitute and constitut

THE EACTS as we imperstand them are as follows:

The Gight Review Committee (Gitt) his the Palin Beach County Office of Equal Copportunity (OEC) is an advisory boated established to review grant, proposals from non-profit ensemblations additishing the needs of the established in Palin Beach County. Your wife is the executive affector of the cloud county according for the establish (2001) and you serve on its advisory boats. You also serve on the boath of the capts for the light seach Chapter for the National Enderation of the Boat (PECNET) and the Palin Beach County Verifi Leas Chib (PECNEC). You do not be the empensation from any of these mon-profits. In the past, the FOCE has applied for spath indicate study extra by the ERC.

THE LEGAL BASIS for this opinion is found in the following relevant esesion withe Pain Heach-County Code of Strikes:

2069 visia fajbugu Westpalin Regio, 64, 83411. jöül 23640724. 1943 561 28649766 Holiline: 877,786,1926. Leibille elifiels gjalladegdbounnityelinies com Websile: gjalladegdboungtyelinisgebig

#### ATTACHMENT 2 PAGE 2 0F 2

Section revisies) probling you from using your critical position to give your spouse, your spouses clearly explaintly or not prove exemples of the general public. As executive director, your wife is employed by Fough. You are a director when the content of the general public. As executive director, your wife is employed by Fough. You are a director of the general public. In this instance you may not incorpilly benefits of their entities over others similarly situated.

Mounte, survive propose you from voing on an issue that would result are special such all behealt attributed to your special such proposes, and the course of the course o

a coffict. You must disclose, for participate and the factor of the species to thing the coffice of the species of the species of the coffice of the species 
This opinion construes the Prim Beach County Code of Prince Ordinance, but is not applicable to any conflict under state law should be directed to the State of Florida Commission on Ethes.

please feetyree to comest me ar (561) 233-0024 should you have any further questions in this matter.

Man Sulohoson: Executive Director

ASI/miles I

20jervala felikasir viesi Pelin Busch, fil italii sial 2115/0724 felik ibil 2018. bizsa Holikus: FIF. FED. III Busch, ethics épalinde a chicolomi y ethiks é papagest Wédalias pélinde a chocumy ethics a com