

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 2, 2018 ☒ 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 present to the general public a fundraising event designed to educate and increase awareness of the barriers faced by persons with low vision or blindness.

Summary: Approval of this contract will provide increased awareness and educate the community about the challenges of blindness as well as raise funds for programs that help blind and visually impaired individuals. William Lapp, a member of the Office of Equal Opportunity Handicap Accessibility and Awareness Grant Review Committee (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 Section 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 Exhibit "A" and Certificates of Insurance
2. Ethics Advisory Opinion dated September 14, 2011

Recommended by: Pamela J. [Signature] 17 September 2018
 Department Director Date

Approved by: Nancy L. Bolin 9/26/18
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>5,000</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>5,000</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes x No _____
Does this item include the use of federal funds? Yes _____ No x

Budget Account No.: Fund 0001 Agency 400 Org 4251 Object 8201

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

The Office of Equal Opportunity's Handicap Program has an annual cost of \$115,913 for FY2019. These costs are \$65,494 for salary and benefits for one staff person and distribution of \$10,000 to community organizations by the Office of Equal Opportunity Handicap Accessibility and Awareness Grant Review Committee.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

 9/18/18
OFMB 9/12/18 9/17/18

 9/20/18
Contract Dev. and Control 9/19/18 TW

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 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 Commissioners, hereinafter referred to as the COUNTY, and **(Florida Outreach Center for the Blind, 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 **55-0827232**.

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 more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be **Derek Horne, telephone no. (561)355-4197.**

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

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on **October 2, 2018** and complete all services by **September 30, 2019**.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO AGENCY

- A. The total amount to be reimbursed by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Five Thousand Dollars (\$5000). The AGENCY will submit an invoice, with copies of canceled checks or such documentation as the COUNTY may require for reimbursement.
- B. The AGENCY should submit invoices with a cover letter indicating the total amount for reimbursement signed by an authorized AGENCY 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. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Five Thousand Dollars (\$5000), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "A". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. 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 billing 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 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 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 cause upon five (5) business day's written notice to the AGENCY or without cause upon ten (10) business day's 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, except as otherwise directed by the COUNTY, in writing, 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 hereunder 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 SBEM/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 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, nonowned 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.

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 preloss 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. **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, 10th Floor
West Palm Beach, FL 33401
- H. **Umbrella or Excess Liability** 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. **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 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.

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 COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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 10th 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:

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

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-

1274, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

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 - 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
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Mayor

WITNESS:

Al Kenette Penny Baker
Signature

Al Kenette Penny Baker
Name (type or print)

[Signature]
Signature

Dan Horn
Name (type or print)

AGENCY:

Florida Outreach Center for the Blind, Inc.

Jean I. Markovich
Signature

Jean I. Markovich
Name (type or print)

Treasurer, Board of Directors
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Department Director

**2018 PALM BEACH COUNTY OFFICE OF EQUAL
OPPORTUNITY HANDICAP ACCESSIBILITY AND
AWARENESS GRANT PROGRAM**

by

**FLORIDA OUTREACH CENTER FOR THE BLIND, INC
SUBMITTED MAY 23, 2018**

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 Background

Florida Outreach Center for the Blind, Inc. (FOCB) is a community based 501(c)(3) organization that has provided training and support to blind and visually impaired individuals in Palm Beach County since 2003.

FOCB recognizes that for every technique used by a sighted person to accomplish a task, an alternative method can be used by a visually impaired person to achieve the same result. FOCB offers training classes and support that helps clients learn these alternative methods to accomplish tasks. Courses are offered in 1) independent living skills, 2) Braille, 3) orientation and mobility, and 4) assistive technology. Clients acquire a range of critical life skills that sighted people often take for granted. They are introduced to adaptive devices such as screen readers and magnifiers that allow them to maximize the use of their residual vision. Clients are encouraged to join a support or outreach program where they can participate in social activities and receive support from others facing similar challenges. Blind people, with the proper education and training, can use a smartphone, travel throughout Palm Beach County safely, listen to books, and live independently. Classes are offered **free** to individuals of all ages, in English, Spanish, Creole and French. The Center is unique in that it employs persons who are blind and who serve as positive role models for students.

FOCB has consistently met the high standards set by the National Accreditation Council for Blind for Low-Vision Services and has been recognized by the state of Florida Division of Blind Services for its efforts to increase self-sufficiency for individuals with visual challenges.

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, Blind Veterans Administration, Area Agency on Aging, Florida Lions Clubs, Palm Beach County Office of Equal Opportunity, and the Palm Beach Chamber of Commerce.

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

Concept of the project: Florida Outreach Center for the Blind, Inc., plans to offer the general public the opportunity to experience, for just a few hours, what it is like for a blind person to cope with a simple meal through the awareness and fundraising event, "*Thomas Hartig Dining in the Dark*." Participants are led into a dining room, accompanied by SWAT team members using night vision goggles. Here, they eat a three-course meal in complete darkness. Members of the community have the chance to experience what visually impaired persons live with every day.

The Center has created an award to honor Dr. Thomas Hartig who brought Newsline, newspapers via the telephone, to blind and physically disabled persons around the country. This award will be presented at the event to a visually impaired person who has overcome obstacles and is an inspiration to other individuals.

Goal: The goal of this project is to increase public awareness and educate the community about the challenges of blindness, as well as raise funds for programs that help blind and visually impaired individuals.

Objective: Participants will increase their awareness and sensitivity about what it is like for a blind person to eat a meal. Participants will find out that it is difficult, but not impossible and realize that with training, blind and visually impaired individuals can develop the skills they need to accomplish everyday tasks.

Funds from the Handicapped Awareness Grant will assist the Center with expenses such as award plaques, paying a musician, and the Airport Hilton hotel's fees for the ballroom and catering services.

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

According to the 2016 American Community Survey, 33,409 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 33,409 visually-impaired residents of Palm Beach County. Training programs are offered in English, Spanish, Creole and French to all ages.

It is estimated that 200 people will attend the Thomas Hartig, Dining in the Dark Event.

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

Amount requested \$5,000

Itemized breakdown of the expenditure:

Thomas Hartig Dining In the Dark Expenses

Trophy: \$75.00

Entertainment: \$200.00

Banquet Fees: Ballroom, Podium, & Food: \$5,800

Printing \$425

Total: \$6,500

7. Benefits to be derived.

1. Public will have an increased awareness about blindness
2. Proceeds from the event will provide training in independent living, Braille, technology, and orientation and mobility to blind individuals.
3. Training will allow blind individuals to live independently, maintain their health and safety and enjoy an improved quality of life.
4. This event will help further the mission of the Florida Outreach Center for the Blind, Inc. which is to develop and administer programs that will integrate blind and visually-impaired persons into the social, economic and spiritual lives of their community.

8. Data supporting continuation of service.

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.

9. Other Data Supporting the Project (none)

10. Current operating budget.

Florida Outreach Center for the Blind, Inc.	
Final Approved 2018 Plan	
	Final 2018 Plan
Income	
Total Income	\$ 221,550
Expenses	
Fees	\$ 1,200
Handicap Awareness Exp	\$ 10
Insurance	\$ 4,100
Kids' Club Expense	\$ 2,500
Legal & Professional Fees	\$ 5,800
Maintenance	\$ 1,300
Office Expenses	\$ 4,000
Payroll Exp - ADP	\$ 3,407
Payroll Exp. - Workers' Comp	\$ 768
Payroll Taxes ER	\$ 7,682
Program Expense	\$ 300
Program Supplies	\$ 2,000
Synergy Workshops and Leisure Time Activity Supplies	\$ 4,600
Promotional	\$ 500
Rent	\$ 37,982
Salaries & Wages - Administration	\$ 14,705
Salaraies & Wages-New Clerical Assistant	\$ 9,504
Salaries & Wages - Exec. Director	\$ 50,000
Salaries & Wages - Ind. Contractor CVRT	\$ 3,250
Salaries & Wages - Ind. Contractor O&M	\$ 16,000
Salaries & Wages - Instructors	
Salaries & Wages IL	\$ 17,280
Salaries & Wages Tech	\$ 17,280
Salaries & Wages VIHI	\$ 500
Salaries & Wages Craft Coordinator	\$ 1,663
Taxes & Licenses	\$ 200
Telephone	\$ 1,755
Transportation Tickets	\$ 2,500
Transportation UBER/Transportation to Convention	\$ 1,751
Travel	\$ 2,000
Utilities	\$ 3,336
Depreciation	\$ 3,300
Total Expenses	\$ 221,173

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

INTERNAL REVENUE SERVICE
P. O. BOX 2503
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 01 2003

Employer Identification Number:
55-0827232

DLN:

17053096808068

Contact Person:

GREGORY K OLWINE

ID# 31382

Contact Telephone Number:

(877) 829-5500

Public Charity Status:

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

FLORIDA OUTREACH CENTER FOR THE
BLIND INC
1280 NORTH CONGRESS AVE STE 108
WEST PALM BEACH, FL 33409-0800

Dear Applicant:

Our letter dated September 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

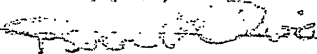
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

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

Please keep this letter in your permanent records.


Sincerely yours,


Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (EO/CG)

12. Exemption letter or consumer certificate of exemption issued pursuant to State use Tax Law Chapter 213 of Florida Statutes

3000021 05/13/14



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes


DR-14
R. 04/11

85-8013106914C-4	06/30/2014	06/30/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

FLORIDA OUTREACH CENTER FOR THE
BLIND INC
2315 S CONGRESS AVE
PALM SPRINGS FL 33406-7607

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.

13. 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

14. 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

Joanne Chalom

In Focus Mobility
934 North University Drive #408
Coral Springs, FL 33071
Phone: 954-261-9226
Date: April 30, 2018

Sarah Smedley

Palm Beach Library
4289 Cherry Road
West Palm Beach, FL 33409
Phone: 561-649-6491
Date: May 7, 2018

See Attached letters

15. All required Current Insurance:

See Attached

16. Check for \$10.00

Enclosed

36 Yacht Club Drive
North Palm Beach, FL 33408
Phone or Fax (561) 207-6083
e-mail: frankdenjup@att.net

Management & Regulatory Consultants, Inc.

April 25, 2018

To Whom It May Concern:

I have been familiar with the Florida Outreach Center for the Blind for about seven years. During that time, I have watched the Center grow in terms of number of clients served, the diversity of services provided and the extent of its outreach to the community of Palm Beach County.

In my opinion, 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.

I 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.

My best regards,



Frank Seidman, P.E. retired status
President, Board of Directors
Florida Outreach Center for the Blind, Inc.



April 26, 2018

Palm Tran

Administrative Offices

3201 Electronics Way

West Palm Beach, FL 33407-4618

(561) 841-4200

FAX: (561) 841-4291

Palm Tran Connection

50 South Military Trail

Suite 101

West Palm Beach, FL 33415-3132

(561) 649-9838

FAX: (561) 514-8365

www.palmtran.org



**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor

Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

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 the 2018 Handicap Awareness Grant.

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 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 561-812-5350 or email me at Lferri@pbcgov.org.

Sincerely,

Lou Ferri
Operations Manager, Palm Tran Connection



In Focus Mobility Inc.

Tel: (954) 261-9226

Fax: (954) 340-4966

Jchalom@infocusmobility.com

April 30, 2018

Member

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 for the Handicap Awareness Grant. I have worked with clients from the FOCB as a Certified Orientation and Mobility Specialist (COMS) since 2014. I teach individuals with visual impairments techniques and strategies to increase their ability 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 master skills in order to increase their independence and lead productive lives.

FOCB is a free-standing community based training resource where people with visual impairments can garner the skills necessary for employment and daily living. It 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 an annual Christmas Party for children with visual impairments and their families, Dining in the Dark and White Cane Safety Day Events.

The Florida Outreach Center for the Blind's philosophy is evident as soon as you enter the premises: to provide programs which result in providing 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,

JoAnne Chalom, COMS, Ed.S.

President, In Focus Mobility, Inc.

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

Institute
for Traffic
Engineering
ITE

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

Orientation & Mobility Solution Providers



**Palm Beach County
Library System**

3650 Summit Boulevard
West Palm Beach, FL 33406-4198
(561) 233-2600
Toll Free: (888) 780-4962
www.pbclibrary.org



**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

The Florida Outreach Center for the Blind is a valuable resource to the blind and visually impaired community in Palm Beach County. Without FOCB, many of the blind and visually impaired would not have the needed skills to navigate throughout the County.

Please consider funding their request. Please call me with any questions (561-649-6491).

Sincerely,

A handwritten signature in cursive script, appearing to read "Sarah Smedley".

Sarah Smedley

Manager

Talking Books for the Visually Impaired
4289 Cherry Road
West Palm Beach, FL 33409



**Palm Beach County
Library System**

3650 Summit Boulevard
West Palm Beach, FL 33406-4198
(561) 233-2600
Toll Free: (888) 780-4962
www.pbclibrary.org



**Palm Beach County
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County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

May 7, 2018

PBC Office of Equal Opportunity
215 N. Olive Ave S-130
West Palm Beach, FL 33401

Dear Grant Review Committee:

I am pleased to write this letter to support the Florida Outreach Center for the Blind's (FOCB) grant request for the 2018 Handicap Awareness Grant. FOCB is a not-for-profit full service training center for anyone who is blind or visually impaired, where most of the staff are blind or visually impaired. FOCB is an important place for the blind and visually impaired community.

Carolyn Lapp (CEO) and her staff work very hard to meet the needs of the blind and visually impaired throughout Palm Beach County. FOCB provides programs that enable anyone who is blind or visually impaired the opportunity to learn skills such as: communication, financial management, home management, independent living, job readiness, mobility and orientation. All of FOCB's programs give the blind and visually impaired the ability to conquer the challenges they face each and every day; however, FOCB provides much more than just these programs. They also demonstrate low vision adaptive aids, educate the community on blindness and visual impairments, host a monthly book discussion, provide a Deaf-Blind Support Group and provide a Hearing and Vision Advisory Support Group.

**PROPOSAL FACT
SHEET**

Date Submitted: May 23, 2018

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: \$221,173

Major Funding: State of Florida Division of Blind Services, The Jim Moran Foundation, The Walter and Adi Blum Foundation, The Batchelor Foundation, The Ibis Foundation, The William and Helen Thomas Trust,

PROPOSAL INFORMATION

Total Project Budget: \$6,500.00

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

Statement of Need or Justification for the Project According to the 2016 American Community Survey, 33,409 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.

gm 1/3

How Many People will be served? Our services are available and free to any of the estimated 33,406 blind and visually-impaired residents of Palm Beach County. Attendance at the Thomas Hartig Dining in the Dark is estimated to be 200.

Is this a new project? NO

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

YES

If so, when? 2004, 2005, 2006, 2009, 2012, 2015, 2016, 2017

Nature of formerly proposed project Purchase of chairs, desk, computers, 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

Jean Markewich
May 23, 2018

gm 2/3

**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: Jean Markevich TELEPHONE: 561.642.0005

PRINT NAME: JEAN MARKEVICH DATE: MAY 23, 2018

TITLE: TREASURER, BOARD OF DIRECTORS

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: JEAN MARKEVICH

TITLE: TREASURER, BOARD OF DIRECTORS

gm3/3



FLORI-7

OP ID: MT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2018

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. 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).

PRODUCER Keystone Insurance Group 21301 Powerline Rd. Ste 312 Boca Raton, FL 33433 Josh Beer	561-852-1445	CONTACT NAME: Josh Beer PHONE (A/C, No, Ext): 561-852-1445 FAX (A/C, No): 561-483-9982 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : United States Liability Ins Gr		
INSURER B : Lloyds of London Companies		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Florida Outreach Center for the Blind Inc 2315 South Congress Avenue West Palm Beach, FL 33406	
---	--

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.											
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	X	COMMERCIAL GENERAL LIABILITY	Y		NDO1561222D	02/08/2018	02/08/2019	EACH OCCURRENCE	\$ 1,000,000		
		CLAIMS-MADE						X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	X	DIRECTOR/OFFICERS						MED EXP (Any one person)	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$		
X	POLICY	PRO-JECT						LOC	GENERAL AGGREGATE	\$ 1,000,000	
		OTHER:		PRODUCTS - COMP/OP AGG	\$						
					\$						
A		AUTOMOBILE LIABILITY			NDO1561222D	02/08/2018	02/08/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 100,000		
		ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$		
	X	HIRED AUTOS ONLY	X					BODILY INJURY (Per accident)	\$		
								PROPERTY DAMAGE (Per accident)	\$		
									\$		
		UMBRELLA LIAB						EACH OCCURRENCE	\$		
		EXCESS LIAB						AGGREGATE	\$		
		DED							\$		
		RETENTION \$									
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N	N / A				PER STATUTE	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$		
								E.L. DISEASE - POLICY LIMIT	\$		
B		PROF LIABILITY			MSG00398817	10/10/2017	10/10/2018	PER OCCUR	1,000,000		
								AGGREGATE	3,000,000		

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

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS SOLELY AS RESPECTS THE WORK OF THE NAMED INSURED.

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O OFFICE OF EQUAL OPPORTUNITY 301 N OLIVE AVE WEST PALM BEACH, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

ANS
P1DC

DATE (MM/DD/YYYY)
5/23/2018

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. 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).	
PRODUCER	CONTACT
AUTOMATIC DATA PROCESSING INS AGCY 250717 P: F: PO BOX 33015 SAN ANTONIO TX 78265	NAME:
	PHONE (A/C, No, Ext):
	FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Twin City Fire Ins Co
	NAIC#
	29459
INSURED	INSURER B:
FLORIDA OUTREACH CENTER FOR THE BLIND, INC 2315 S CONGRESS AVE PALM SPRINGS FL 33406	INSURER C:
	INSURER D:
	INSURER E:
	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.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		76 WEG LT1487	11/20/2017	11/20/2018	E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE- EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

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

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

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners, c/o Office of Equal Opportunity 301 N OLIVE AVE FL 10 WEST PALM BEACH, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>



Florida Outreach Center for the Blind, Inc.

2315 S. Congress Avenue
Palm Springs, FL 33406-7607
561.642.0005
www.blindfocb.org
info_focb@bellsouth.net

May 23, 2018

To Whom It May Concern:

Florida Outreach Center for the Blind, Inc. has no automobile insurance coverage as the Executive Director and staff are blind. Clients and employees use Palm Tran Connect to come to work. For this reason there is no automobile coverage.

Sincerely,

Jean Markevich

Treasurer, Florida Outreach Center for the Blind, Inc.

The Florida Outreach Center for the Blind, Inc. is a 501(c)(3) non-profit agency funded solely by grants and community contributions, helping visually impaired individuals since 2003.

SEPTEMBER 14, 2011

1 OF 2



Palm Beach County Commission on Ethics

Commissioner, Mayor
County Administrator
County Board of Supervisors
County Board of Directors
County Board of Commissioners

September 14, 2011

Mr. William J. ...
1234567890
West Palm Beach, FL 33406

Re: ...
...
...

Dear Mr. ...:

Your request for an advisory opinion regarding the proposed ... of the ... is being reviewed by the Commission on Ethics.

YOU ASKED: whether a proposed ... of the ... is consistent with the ... of the ... and the ... of the ...

IN SUMMARY, the proposed ... of the ... is consistent with the ... of the ... and the ... of the ...

THE FACTS are as follows:

The ... of the ... is consistent with the ... of the ... and the ... of the ...

THE LEGAL BASIS for this opinion is found in the following relevant sections of the ...

2009 West Palm Beach, FL 33411, 33406
Hotline: 561-966-5926
Website: palmbeachcountyethics.com

2 OF 2

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