

R-2016-0532

Document Type



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Amending R-number

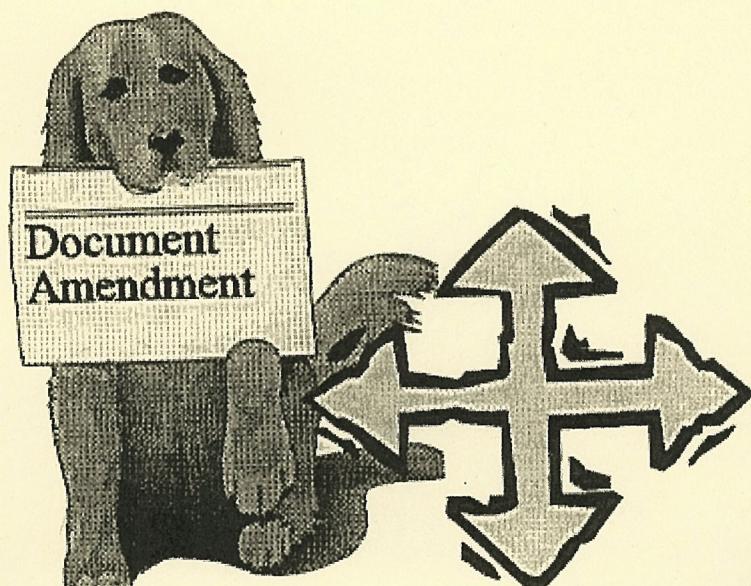
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FIRST AMENDMENT TO CONTRACT TO ADMINISTER GRANT FUNDS WITH
CAREERSOURCE PALM BEACH COUNTY, INC. (R2014-1894)

THIS FIRST AMENDMENT to the Contract to Administer Grant Funds (R2014-1894) is made as of this APR 19 2016 2016, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and CareerSource Palm Beach County, Inc., a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as CAREERSOURCE, whose Federal I.D. is 65-0709274.

WITNESSETH:

WHEREAS, the parties entered into a Contract to Administer Grant Funds (R2014-1894) on December 16, 2014, hereinafter ORIGINAL CONTACT, in which CAREERSOURCE agreed to administer Federal and State workforce development programs in Palm Beach County; and

WHEREAS, the ORIGINAL CONTRACT provides that it shall be deemed automatically renewed annually, unless the COUNTY provides written notice to CAREERSOURCE of non-renewal; and

WHEREAS, the parties have mutually agreed that certain language of the ORIGINAL CONTRACT should be amended to conform to standard contract language currently utilized by the COUNTY.

NOW THEREFORE, the above-named parties mutually agree that the ORIGINAL CONTRACT is hereby amended as follows:

1. The second sentence of ARTICLE 10 – REMEDIES, is amended to read: “Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction in Palm Beach County, Florida.”
2. A second paragraph is added to ARTICLE 17 – NONDISCRIMINATION, which reads: “CAREERSOURCE has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if CAREERSOURCE does not have a written non-discrimination policy or one that conforms to the COUNTY’s policy, it has acknowledged through a signed statement provided to COUNTY that CAREERSOURCE will conform to the COUNTY’s non-discrimination policy as provided in R-2014-1421, as amended.”
3. Exhibit “B” attached hereto shall replace Exhibit “B” in the ORIGINAL CONTRACT in its entirety.

OTHER PROVISIONS

All provisions in the ORIGINAL CONTRACT in conflict with this First Amendment to the ORIGINAL CONTRACT shall be and are hereby changed to conform to the First Amendment.

All provisions of the ORIGINAL CONTRACT not in conflict with this First Amendment are still in effect and are to be performed at the same level as specified in the Contract.

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 CAREERSOURCE has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock

Clerk and Comptroller

By: Marylynn Powell

Deputy Clerk



R2016-0532 APR 19 2016

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Mary Lou Berger

Mary Lou Berger, Mayor

WITNESS:

Signature

Sharon Bock

Witness Name (type or print)

CAREERSOURCE:

CAREERSOURCE PALM BEACH
COUNTY, INC.

the Guy

Signature

PRESIDENT & CEO

Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Deanne C. Lloyd

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Shannon R. LaRocque

Shannon R. LaRocque, P.E.

Assistant County Administrator

DISCLOSURE OF MATERIAL INTERESTS

TO: PALM BEACH COUNTY ADMINISTRATOR, OR
HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

BEFORE ME, the undersigned authority this day personally appeared Steve Craig hereinafter referred to as Undersigned, who states as follows:

1. Undersigned is in the position of President & CEO or member of the Board of Directors of CareerSource Palm Beach County, Inc. (BOARD).
2. Undersigned's address is: 3400 Belvedere Road, West Palm Beach, Florida 33406
3. The Term of this Disclosure shall be for a period of one (1) year from the date of execution.
4. Undersigned states that neither Undersigned, nor any member of Undersigned's immediate family, to Undersigned's actual knowledge, has any material interest, directly or indirectly, in any entity that is seeking to obtain economic development incentives from the County with the assistance of the Board from the time the Board of County Commissioners considers approval of such incentives until the sooner of: one (1) year after approval of such incentives; or upon the Board of County Commissioners' decision not to approve such incentives. For purposes of this paragraph "immediate family" means parent, spouse, child or sibling. For purposes of this paragraph "material interest" shall mean serving as an officer, partner, director, or proprietor of the entity, or the ownership of more than five percent (5%) of the total assets or capital stock in the entity.
5. Undersigned, by execution hereof, agrees that Undersigned shall at all times during the term of this Disclosure conduct himself/herself in accordance with the highest fiduciary standards for a person in the position of Undersigned, and shall have a continuing obligation during such term to bring any conflict of interest involving Undersigned or a member of Undersigned's immediate family to the attention of the Board of Directors and CEO of the BOARD.
6. Undersigned has examined this disclosure and to the best of Undersigned's knowledge believes it is true, correct, and complete.



Signature Steve Craig, President & CEO
CareerSource Palm Beach County, Inc.

Sworn to (or affirmed) and subscribed before me this 21st day of MARCH, 2016, by STEVE CRAIG
(XX) who is personally known to me or () who has produced _____
as identification and who did take an oath.



Notary Public Sharon Brea Sepulveda

