

R-2018-0966

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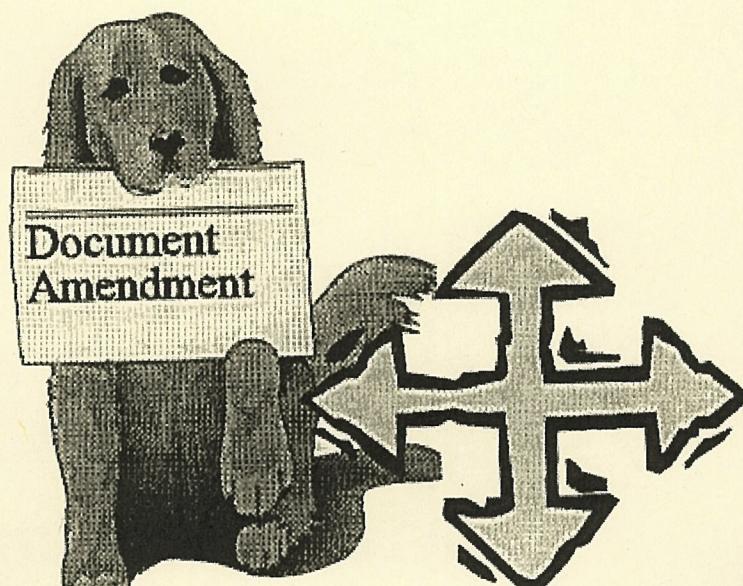
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* P B C R D O *



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

THIS SECOND AMENDMENT to the Contract to Administer Grant Funds (R2014-1894) is made as of this day of JUL 10 2018, 2018, 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 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 parties entered into a First Amendment to the Contract to Administer Grant Funds (R-2016-0532) on April 19, 2016, hereinafter FIRST AMENDMENT; 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 and FIRST AMENDMENT should be amended to update County and CareerSource representative information, update a reference to a federal regulation, and conform certain language to standard contract language currently utilized by the COUNTY.

NOW THEREFORE, the above-named parties mutually agree that the ORIGINAL CONTRACT and FIRST AMENDMENT are hereby amended as follows:

1. The second paragraph of **ARTICLE 1 – SERVICES** in the ORIGINAL CONTRACT, is hereby amended to read in its entirety: “The COUNTY’S representative/liaison during the performance of this Contract shall be Faye Johnson, Assistant County Administrator, telephone no. (561) 355-3260.”
2. The third paragraph of **ARTICLE 1 – SERVICES** in the ORIGINAL CONTRACT, is hereby amended to read in its entirety: “The CAREERSOURCE’S representative/liaison during the performance of this Contract shall be CareerSource President & CEO, telephone no. (561) 340-1060.”
3. So much of the first sentence of paragraph “A” of **ARTICLE 7 – INSURANCE** in the ORIGINAL CONTRACT that reads “OBM [sic] Circular A-122 Attachment B subsection 22 (the “Federal Limitation”)” is hereby amended to read: “2 CFR 200 Uniform Administrative Requirements (the “Supercircular”) subpart E, 200.447.”
4. The last sentence of Paragraph “G” of **ARTICLE 7 – INSURANCE** in the ORIGINAL CONTRACT is hereby amended to read: “The certificate of insurance shall be issued to: Palm Beach County, Attn: Faye Johnson, Assistant County Administrator, 301 N. Olive Avenue, 11th Floor, West Palm Beach, FL 33401.”

5. So much of **ARTICLE 8 – INDEMNIFICATION** in the ORIGINAL CONTRACT that reads “OMB Circular A-122, Attachment B, subsections 10 and 22” is hereby amended to read: “2 CFR 200 Uniform Administrative requirements (the “Supercircular”) subpart E, 200.447”.
6. The second paragraph of **ARTICLE 17 – NONDISCRIMINATION** which was added to the ORIGINAL CONTRACT in the FIRST AMENDMENT is hereby deleted, and so much of Article 17 in the ORIGINAL CONTRACT that reads “gender identity and expression” is hereby amended to read: “gender identity or expression”.
7. **ARTICLE 22 – NOTICE** in the ORIGINAL CONTRACT is hereby amended to read in its entirety:

ARTICLE 22 – 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:

Palm Beach County
Attn: Faye Johnson, Assistant County Administrator
301 North Olive Avenue, 11th Floor
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's office
301 North Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

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

CareerSource Palm Beach, County, Inc.
President and CEO
3400 Belvedere Road
West Palm Beach, FL 33406

With copy to:

Alley, Maass, Rogers 7 Lindsay, P.A.
Attn: David H. Baker, Esq.
340 Royal Poinciana Way, Suite 321
Palm Beach, FL 33480

8. **ARTICLE 25 – PUBLIC RECORDS** is hereby added to read in its entirety:

ARTICLE 25 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant 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 Consultant 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 Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant 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 Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant 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 Consultant 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. Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.

OTHER PROVISIONS

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

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

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

ATTEST:

Sharon R. Bock
Clerk and Comptroller

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

WITNESS:

Signature

Witness Name (type or print)

CAREERSOURCE:

**CAREERSOURCE PALM BEACH
COUNTY, INC.**

Signature

PRESIDENT & CEO
Title

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: *Helene Cobrard*
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
**Faye Johnson,
Assistant County Administrator**

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CAREERSOURCE PALM BEACH COUNTY, INC. (R2014-1894)

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With copy to:

Palm Beach County Attorney’s office
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West Palm Beach, Florida 33401

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President and CEO
3400 Belvedere Road
West Palm Beach, FL 33406

With copy to:

Alley, Maass, Rogers & Lindsay, P.A.
Attn: David H. Baker, Esq.
340 Royal Poinciana Way, Suite 321
Palm Beach, FL 33480

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- 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 Consultant 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.
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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: 
Deputy Clerk

R 2018 0966 JUL 10 2018

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 
Melissa McKinlay, Mayor

WITNESS:

Signature

Witness Name (type or print)

CAREERSOURCE:

CAREERSOURCE PALM BEACH
COUNTY, INC.

Signature



PRESIDENT & CEO
Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Faye Johnson,
Assistant County Administrator