

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

6A-1

Meeting Date: May 5, 2020       Consent       Regular  
    Ordinance       Public Hearing

Department: Administration

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to:** Adopt a Resolution of the Board of County Commissioners of Palm Beach County, Florida approving the CareerSource Palm Beach County (CSPBC) Fiscal Year 2020-2021 Budget in the amount of \$16,029,144 for its programs under Public Law 113-128, enacted by Congress effective July 1, 2015 which Act is known as the Workforce Innovation and Opportunity Act (WIOA) of 2014.

**Summary:** On December 16, 2014, the Board of County Commissioners (BCC) approved a contract to administer grant funds (R2014-1894) with CareerSource Palm Beach County (CSPBC) which services include the design, coordination, and implementation of the local workforce development system for Palm Beach County. CSPBC receives Federal funding through the State Department of Economic Opportunity (DEO). Funds are received by the DEO from the US Department of Labor, US Department of Health & Human Services, and the US Department of Agriculture. These are formula funds which are based on the Federal budget and the local population statistics.

The Fiscal Year 2020-2021 Budget, in the amount of \$16,029,144, includes the following revenue sources: \$12,944,144 from the US Department of Labor; \$2,357,420 from the US Department of Health and Human Services for Temporary Assistance for Needy Families; \$544,580 from the US Department of Agriculture for the Supplemental Nutrition Assistance Program; and \$183,000 from private grants and local government.

**Background and Justification:** On May 2, 2004, the BCC approved the Local Elected Officials Agreement (LEO) (R2004-0838) with Workforce Alliance, Inc. (WA) to implement the provisions of the Workforce Investment Act of 1998 and the Workforce Innovation Act of 2002. On July 10, 2007, the BCC approved an Interlocal Agreement (R2007-1220) creating the Palm Beach Workforce Development Consortium one of which whose purpose was to employ the staff of WA. On September 11, 2007, the BCC approved the First Amendment (R2007-1446) clarifying responsibilities of the Consortium and the Independent Special District. On July 22, 2008, the BCC approved Amendment No. 2 to the Interlocal Agreement (R2008-1268) authorizing the designation of a Regional Workforce Board as a One Stop Operator and Direct Provider of certain services. On November 18, 2014, the BCC approved Amendment No. 3 (R2014-1650) establishing the County as the Chief Elected Official and adding the City of West Palm Beach as a Consortium member.


**Attachments:**

1. Resolution of the Palm Beach County Board of County Commissioners approving the CareerSource Palm Beach County Fiscal Year 2020-2021 Budget
2. CareerSource Palm Beach County Budget
3. CareerSource Palm Beach County Board Minutes of February 27, 2020 approving the Budget
4. Contract to Administer Grant Funds (R2014-1894)

Recommended by:

 4/7/2020  
Julia Dattolo, Interim President/CEO CareerSource PBC      Date

Approved by:

 4/14/2020  
Assistant County Administrator      Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
# Additional FTE Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget:                      Yes        \_\_\_\_\_        No          X  

Does this item include the use of federal funds?    Yes   X                        No \_\_\_\_\_

Budget Account No: \_\_\_\_\_

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

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

NO FISCAL IMPACT

Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development & Control Comments:

[Signature] 4/12/2020  
OFMB  
[Signature] 4/7

[Signature] 4/13/2020  
Contract Development & Control  
410-2020 TW

### A. Legal Sufficiency:

[Signature] 04.13.2020  
Assistant County Attorney

### A. Other Department Review:

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

This summary is not to be used as a basis for payment.

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA APPROVING THE CAREERSOURCE PALM BEACH COUNTY FISCAL YEAR 2020-2021 BUDGET IN THE AMOUNT OF \$16,029,144 FOR ITS PROGRAMS UNDER PUBLIC LAW 113-128 ENACTED BY CONGRESS EFFECTIVE JULY 1, 2015, WHICH ACT IS KNOWN AS THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014**

**WHEREAS**, Public Law 113-128, the Workforce Innovation and Opportunity Act of 2014, Sec. 106., Workforce Development Areas, states the Governor of the State shall designate local workforce development areas within the State through consultation with the State board and after consultation with chief elected officials; and

**WHEREAS**, the State of Florida's Workforce Development Board, CareerSource Florida, created by the Legislature in 2000, has been designated by the Governor to take the lead in designing and directing Florida's workforce development strategy and to designate Workforce Development Areas; and

**WHEREAS**, the County of Palm Beach has been designated by the Governor of the State of Florida as a Local Workforce Development Board (LWDB 21); and

**WHEREAS**, the Palm Beach County Board of County Commissioners has designated CareerSource Palm Beach County as the fiscal agent, grant recipient and administrative entity to administer Workforce Innovation and Opportunity Act, Welfare Transition, Wagner-Peyser Act and such other funding sources as may be available to support workforce development activities for Palm Beach County, Florida; and

**WHEREAS**, the Workforce Boards Accountability Act, House Bill 7023, approved by the Florida Legislature effective July 1, 2012 requires that CareerSource Palm Beach County develop a budget for certain purposes, subject to the approval of Palm Beach County, Florida as Chief Elected Official; and

**WHEREAS**, CareerSource Palm Beach County approved its proposed Fiscal Year 2020-2021 budget on February 27, 2020 which includes an approval to request a waiver of the statutory Individual Training Account requirement from CareerSource Florida.; and

**WHEREAS**, the Palm Beach Workforce Development Consortium approved CareerSource Palm Beach County, Inc.'s proposed Fiscal Year 2020-2021 budget on March 18, 2020.; and

**WHEREAS**, CareerSource Palm Beach County has submitted the approved budget to the Board of County Commissioners for its review and approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS THAT:**

1. CareerSource Palm Beach County has recommended to the Palm Beach County Board of County Commissioners that the proposed Budget for Fiscal Year 2020-2021 as submitted by CareerSource Palm Beach County be approved.
2. The Palm Beach County Board of Commissioners hereby approves the Budget as submitted.
3. The Palm Beach County Board of County Commissioners hereby gives its approval for CareerSource Palm Beach County to request a waiver of the statutory Individual Training Account requirement from CareerSource Florida.
4. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and being put to a vote, the vote was as follows:

<b>DAVE KERNER, Mayor</b>	-
<b>ROBERT S. WEINROTH, Vice Mayor</b>	-
<b>HAL R. VALECHE</b>	-
<b>GREGG K. WEISS</b>	-
<b>MARY LOU BERGER</b>	-
<b>MELISSA MCKINLAY</b>	-
<b>MACK BERNARD</b>	-

The Mayor thereupon declared the Resolution duly passed and adopted this 21st day of April, 2020.

**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**ATTEST: SHARON R. BOCK,  
Clerk and Comptroller**

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

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

CareerSource Palm Beach County, Inc.  
2020-2021 Budget

Revenues:

US Department of Labor passed through the State DEO	12,944,144
US Department of Health and Human Services passed through the State DEO	2,357,420
US Department of Agriculture passed through the State DEO	544,580
Local Government	100,000
Private Grants	83,000
Total Revenues	<u>16,029,144</u>

Expenditures:

Program Services	14,506,374
Administration	1,522,770
Total Expenditures	<u>16,029,144</u>

CareerSource Palm Beach County, Inc.  
2020-2021 Budget

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**CAREERSOURCE PALM BEACH COUNTY, INC.**  
**BOARD OF DIRECTORS MEETING MINUTES**  
**Thursday, February 27<sup>th</sup>, 2020 @ Noon**  
**3400 Belvedere Road, West Palm Beach, Florida 33406**

Board

Members Attending: Ava Parker, Christopher Cothran, David Talley, Dwight Mattingly, Javin Walker, John Boggess, Kevin Caracciolo, George Elmore, Richard Radcliffe, Shirley Erazo, Via Telephone: Dr. Mel Coleman, Alex Dobin, Roger Hudspeth II, Kenneth Kirby

General Counsel: David Baker

Public: Dorritt Miller, Assistant County Administrator Palm Beach County; David Bernhardt, Senior Commission Administrative Aide to Mayor Dave Kerner, Dana Akerman Commission Administrative Aide to Mayor Dave Kerner, Helene Hvizd, Attorney, Palm Beach County Attorney's Office, Steve Craig, Dave Bohman of WPTV News Station, WPTV cameraman filming excerpts of meeting, Via Telephone: Arlene Hansen, Florida Department of Economic Opportunity Division of Workforce Services

**I. CALL TO ORDER AND WELCOME**

Chair David Talley welcomed attendees and called the meeting to order.

**II. AGENDA APPROVAL**

- a. Proposed Amendments: David Talley requested the following changes to the agenda: add "iii. Margaret Pearson, District Sales Coordinator Aflac (Resigned on Wednesday, February 19<sup>th</sup>, 2020)" to agenda item "IV.b.", and add "g. Executive Selection Process" to agenda item "VI. Informational". George Elmore requested to pull agenda item "IV. Consent Approval, g. h. and i" for discussion. David Talley requested to amend and add language to the November 13, 2019 Special Executive Committee minutes noting the committee disseminated the President/CEO job description at that meeting.
- b. Approval of Agenda: A motion was made by Richard Radcliffe to approve the agenda as amended and seconded by Christopher Cothran. The motion carried and the agenda as amended was unanimously approved by the board.

**IV. CONSENT APPROVAL**

- a. Minutes from November 14<sup>th</sup>, 2019
- b. Approval Board of Director Memberships:
  - i. Mayor Dave Kerner: Palm Beach County Board of County Commissioners' Representative to serve on CSPBC Board of Directors and Consortium (Replaces Commissioner Mack Bernard)
  - ii. Jacqueline M. Medford, Director of Human Resources, BallenIsles Country Club (Resigned January 7<sup>th</sup>, 2020)
  - iii. Margaret Pearson, District Sales Coordinator Aflac (Resigned on Wednesday, February 19<sup>th</sup>, 2020)
- c. Approval to Appoint Board Member to the Executive Committee
  - i. Christopher G. Cothran, Director, HBK Valuation Group LLC
- d. Approval of Budget for 2020-2021
- e. Approval Subrecipient Contract Renewal
  - i. The Lord's Place, Inc. (Workforce Services to Homeless & Homeless Ex-Offenders)
- f. Approval Vendor Contractor Contract Renewals
  - i. Grau & Associates Certified Public Accounts (Audit Services)
  - ii. Early Learning Coalition of Palm Beach County, Inc. (Childcare Services)
  - iii. Famoso, Inc. dba Manpower (Temporary Staffing and Payroll Services)
  - iv. Taylor Hall Miller Parker P.A. (Monitoring Services)
- g. Approval Subrecipient Contract
  - i. One-Stop Career Center Operator Services - Provider to be Announced (Paul Hederman Resigned December 31<sup>st</sup>, 2019)
- h. Approval for the Renewal of CareerSource Palm Beach County, Inc. as the Direct Provider of Workforce Services for Local Workforce Development Area 21, Palm Beach County
- i. Approval of Partnership/Cost Sharing Contract in the Amount of \$25,000 for a Two Year Period with Palm Tran to Reinstate Bus Route
- j. Grau & Associates: CareerSource Palm Beach County, Inc. Financial Report for the Fiscal Year Ended June 30<sup>th</sup>, 2019

Sharon Brea provided an explanation of agenda item IV. Consent Approval, g. and h. David Bernhardt advised the cost sharing amount stated in agenda item IV. Consent Approval, i. will not be waived. The board discussed agenda item IV. Consent Approval, g., h. and i. David Talley noted the above items IV.a. through IV.j. and asked if there were any further questions or comments. There were none. A motion was made by Richard Radcliffe and



seconded by Christopher Cothran to approve the consent portion of the agenda items IV.a through IV.j. The motion carried and was unanimously approved by the board.

### III. PUBLIC COMMENTS

David Talley noted a public comment card had been submitted by Steve Craig and proceeded to open the floor for him to speak which time to comment shall be limited to 3 minutes as noted on the board meeting agenda. Steve Craig placed a public comment card to speak about several items including stories in the media regarding his resignation, anonymous letters sent against his character, complaints made through formal process in particular "his being drunk and grabbing ass which he denies", a staff member in question being promoted with increases in salary and other staff who had been promoted as well with salary increases. In a hostile and rambling tone, he accused current CareerSource staff of stalking him and that they should be arrested and fired due to criminal violations of the Sarbanes Oxley Act. Steve Craig was given his first 3 minutes of public comment and asked for more time. Jay Boggess made a motion to allow Steve Craig additional time in respect of his service to CareerSource Palm Beach County, Inc. Ava Parker seconded the motion. Board Chair David Talley allowed Steve Craig to speak an additional 5 minutes for a total of 8 minutes on the same topics.

### V. ITEMS FOR APPROVAL

a. CareerSource Palm Beach County, Inc. Workforce Innovation and Opportunity Act Local Plan for Program Years 2020-2024 (Final Draft): Carrie Pasquale reported the plan is a service delivery plan and not a financial strategic plan. It describes how we provide, deliver and coordinate our services within the county. It does not discuss how it affects personnel or funding. The plan plus charts and attachments are a forward looking document. It has been public noticed and is available on our website online for board members and the community to read and comment. The final plan with any comments will be submitted to the state for their final approval. The board discussed the plan. A motion was made by George Elmore and seconded by John Boggess to approve the plan. The motion carried and was unanimously approved by the board.

### VI. INFORMATIONAL

- a. Board of Directors Attendance Record: David Talley referred board members to the table included in the meeting package and requested they review the information. He noted the importance of attending the board meetings.
- b. CareerSource Palm Beach County Exceeded Target for a Metric within the Continuous Improvement Performance Initiative: Participant Training Rate: Awarded \$25,275: Julia Dattolo reported CareerSource Florida allocated \$5 million to recognize local workforce development board performance on the metrics within the Continuous Improvement Performance initiative during fiscal year 2019-2020. Performance awards are allocated using the federal formula funding model, with each local workforce development board allotted the same proportionate percentage as their federal formula funding. CareerSource Palm Beach County also awarded \$91,000 for the life science pre-apprenticeship program.
- c. Review Of Governing In The Sunshine Law: David Baker provided an explanation of a board member's role, responsibilities and principal duties including the duty of care, loyalty and confidentiality and what to avoid, report and how to support the organization. He provided guidance on the Florida Sunshine law and public records law and the use of social media such as Facebook or similar, emails and texts by board members. A Board Role Outline was included in the board meeting agenda package that addressed each of the areas David discussed for board member's records. Ava Parker, John Boggess and Dwight Mattingly asked specific questions of counsel clarifying policy and law versus best practices.
- d. 2019 Statement of Financial Interest Annual Financial Disclosure: Sharon Brea reminded board members to file their form before the July 1, 2020 deadline.
- e. Legislative Update: Michael Corbit provided an update on the Florida Governor's state budget and the proposed projects that are under consideration for funding.
- f. One-Stop Quarterly Report: Peter Pignataro reported overall placements have been relatively strong in the 2nd quarter. Based on monthly placement results compiled by DEO we placed 2,617 job seekers. The median wage rate for all placements in the first 6 months of PY 2019/2020 came in at an average of \$11.67. He noted we are serving the hardest to serve in job placements.
- g. Executive Selection Process: David Talley reported a Special Executive Committee meeting will be held on March 5, 2020 at 9:00 a.m. at the central career center to review and update the President/CEO job description, establish a diverse selection committee that shall be approved by the board of directors and advertise for the permanent President/CEO position. David Bernhardt advised the OIG report was not closed and is under review. George Elmore brought up the Interim President/CEO's ability to make staffing changes. David Baker clarified that it is not the board's duty to involve itself in staffing issues. Ava Parker noted a lack of diversity on the Executive Committee for the executive selection.

Matters From The Board: The board discussed and directed staff that should employment issues or matters arise to review them with legal counsel.

**VI. COMMITTEE REPORTS (Active)**

- a. Special Executive Committee - November 13<sup>th</sup>, 2019 and December 20<sup>th</sup>, 2019
- b. Executive Committee - February 5<sup>th</sup>, 2020
- c. Financial Planning Committee - February 5<sup>th</sup>, 2020
- d. One-Stop Delivery System Committee - Current
- e. Youth and Young Adult Outreach Committee - January 30<sup>th</sup>, 2020
- f. Consortium Meeting - January 31<sup>st</sup>, 2020
- g. Nomination Committee – Current

David Talley provided a brief summary of those items acted upon by the committees that were discussed and approved by the board at today's meeting. David Talley asked the board members if there were any questions or comments regarding the committee minutes. There were none from the board members, however Steve Craig interjected he would like changes made to the minutes of the Special Executive Committee meetings held on November 13, 2019 and December 20, 2019. As he was not a member of the board of directors, neither he nor his comment was recognized by the board.

- VII. ADJOURNMENT:** A motion was made by John Boggess and seconded by Christopher Cothran to adjourn the meeting. The motion carried and was unanimously approved by the board. With no further business David Talley adjourned the meeting. The next meeting date is Thursday, May 7<sup>th</sup>, 2020.

2014-11-18-94  
**CONTRACT TO ADMINISTER GRANT FUNDS**

This Contract is made as of the \_\_\_\_\_ day of DEC 16 2014, 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 CareerSource Palm Beach County, Inc., a Florida corporation, authorized to do business in the State of Florida, hereinafter referred to as the CAREERSOURCE, whose Federal I.D. is 650709274.

In consideration of the mutual promises contained herein, the COUNTY and the CAREERSOURCE agree as follows:

**ARTICLE 1 - SERVICES**

The CAREERSOURCE'S responsibility under this Contract is to administer Federal and State workforce development programs in Palm Beach County, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liason during the performance of this Contract shall be Shannon R. LaRocque, P.E., Assistant County Administrator, telephone no. (561) 355-2428.

The CAREERSOURCE'S representative/liason during the performance of this Contract shall be Steve Craig, President & CEO, telephone no. (561) 340-1060.

**ARTICLE 2 - SCHEDULE**

The date of execution shall be the effective date of the contract and shall be renewed annually by the COUNTY on or before July 1 of each year to assure material compliance with this Contract and all applicable local, State and Federal laws and regulations. This Contract shall be deemed automatically renewed unless the COUNTY shall give written notice to CAREERSOURCE of non-renewal at least 120 days prior to its annual renewal date.

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

**ARTICLE 3 - PAYMENTS TO ALLIANCE**

CAREERSOURCE shall not receive any compensation from the COUNTY to perform these services. CAREERSOURCE shall utilize grant funding for all costs to administer and oversee the grant funds.

**ARTICLE 4 - TERMINATION**

This Contract may be terminated in whole or in part, by the COUNTY, with cause, upon 120 days written notice to the CAREERSOURCE with an opportunity of CAREERSOURCE to cure any material violation of this Contract or applicable law or regulation. Upon failure of CAREERSOURCE to cure such violation and after receipt of a Termination Notice and except

as otherwise directed by the COUNTY the CAREERSOURCE 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 which are subject to termination at the direction of the COUNTY.
- 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 provided, however, that, notwithstanding the termination of the CONTRACT, CAREERSOURCE shall have the power and authority to perform the work continued.

#### **ARTICLE 5 - PERSONNEL**

CAREERSOURCE 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 CAREERSOURCE 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.

CAREERSOURCE warrants that all services shall be performed by skilled and competent personnel.

All of CAREERSOURCE'S personnel (and all Subcontractors), while on County premises conducting the business of CAREERSOURCE and known by CAREERSOURCE to be on County premises, will be informed that they shall comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 6 - 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 CAREERSOURCE. The CAREERSOURCE shall not, based solely on this Contract, be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CAREERSOURCE authorized to use the COUNTY'S Tax Exemption Number in securing such materials. CAREERSOURCE shall be responsible for obtaining and demonstrating its own exemption.

The CAREERSOURCE 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 7 - INSURANCE

- A. CAREERSOURCE 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 to the extent permitted by Federal law and regulation, currently found in OBM Circular A-122 Attachment B subsection 22 (the "Federal Limitation"). CAREERSOURCE 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 CAREERSOURCE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CAREERSOURCE under the contract.
- B. **Commercial General Liability** CAREERSOURCE 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. CAREERSOURCE shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CAREERSOURCE 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 CAREERSOURCE doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CAREERSOURCE 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. CAREERSOURCE shall provide this coverage on a primary basis.
- D. **Workers' Compensation Insurance & Employers Liability** CAREERSOURCE shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CAREERSOURCE shall provide this coverage on a primary basis.
- E. **Additional Insured** CAREERSOURCE 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." CAREERSOURCE shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** To the extent permitted by the Federal Limitation, CAREERSOURCE 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 CAREERSOURCE 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 CAREERSOURCE enter into such an agreement on a pre-loss basis.

- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CAREERSOURCE shall deliver to the COUNTY'S representative as identified in Article 24, 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  
Attn: Shannon R. LaRocque, P.E., Assistant County Administrator  
301 N Olive Avenue, 11<sup>th</sup> Floor  
West Palm Beach, FL 33401

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

To the extent permitted by applicable law including Federal law and regulation as currently reflected in OMB Circular A-122, Attachment B, subsections 10 and 22, CAREERSOURCE 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 CAREERSOURCE.

#### **ARTICLE 9 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CAREERSOURCE each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CAREERSOURCE shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

**ARTICLE 10 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

**ARTICLE 11 - CONFLICT OF INTEREST**

The conduct of CAREERSOURCE's board of directors as related to conflicts of interest is governed by Florida Statutes section 445.007. With respect to its employees, the CAREERSOURCE 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. Further, with respect to its employees, the CAREERSOURCE further represents that no person having any such conflict of interest shall be employed for said performance of services.

With respect to its employees, the CAREERSOURCE 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 CAREERSOURCE'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CAREERSOURCE 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 CAREERSOURCE. The COUNTY agrees to notify the CAREERSOURCE of its opinion by certified mail within thirty (30) days of receipt of notification by the CAREERSOURCE. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CAREERSOURCE, the COUNTY shall so state in the notification and the CAREERSOURCE 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 CAREERSOURCE under the terms of this Contract.

The CAREERSOURCE shall require their President & CEO and Directors to complete an executed Disclosure of Material Interests in writing on the form attached as Exhibit "B" once annually. Forms shall be submitted to County Administration within thirty (30) days of the Effective Date.

**ARTICLE 12 - EXCUSABLE DELAYS**

CAREERSOURCE 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 CAREERSOURCE 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 CAREERSOURCE'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CAREERSOURCE'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 13 - ARREARS**

The CAREERSOURCE shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CAREERSOURCE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

Except to the extent CAREERSOURCE is required by state and Federal law or regulation to maintain documents and information provided to or obtained by CAREERSOURCE in confidence, the CAREERSOURCE shall deliver to the COUNTY's representative, if requested by COUNTY, 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 CAREERSOURCE 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 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.

Except to the extent CAREERSOURCE is required by state and Federal law or regulation to maintain documents and information provided to or obtained by CAREERSOURCE in confidence, 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 15 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CAREERSOURCE 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 CAREERSOURCE'S sole direction, supervision, and control. The CAREERSOURCE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CAREERSOURCE'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 CAREERSOURCE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

## **ARTICLE 16 - ACCESS AND AUDITS**

Except as provided in Article 14 above, the CAREERSOURCE shall provide the COUNTY an annual audit conducted by an Independent Certified Public Accountant.

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 CAREERSOURCE, 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 17 - NONDISCRIMINATION**

The CAREERSOURCE 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.

## **ARTICLE 18 - AUTHORITY TO PRACTICE**

The CAREERSOURCE 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 19 - 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 20 - PUBLIC ENTITY CRIMES**

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

**ARTICLE 21 - MODIFICATIONS OF WORK**

Subject to the approval of CAREERSOURCE which shall not be unreasonable withheld, the COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CAREERSOURCE of the COUNTY'S notification of a contemplated change, the CAREERSOURCE 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 CAREERSOURCE'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CAREERSOURCE shall, unless otherwise required by state or Federal law or policy, 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 CAREERSOURCE shall not commence work on any such change until such written amendment is signed by the CAREERSOURCE and approved and executed on behalf of Palm Beach County.

**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: Shannon R. LaRocque, P.E., Assistant County Administrator  
301 North Olive Avenue, 11<sup>th</sup> Floor  
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office  
Attn: Tammy K. Fields, Esq., Chief Assistant County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401

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

CareerSource Palm Beach County, Inc.  
Attn: Steve Craig, President & 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

#### **ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CAREERSOURCE 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 21- Modifications of Work.

#### **ARTICLE 24 - REGULATIONS; LICENSING REQUIREMENTS**

The CAREERSOURCE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CAREERSOURCE 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.

**[REMAINDER OF THIS 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 its hand the day and year above written.

R2014-1894

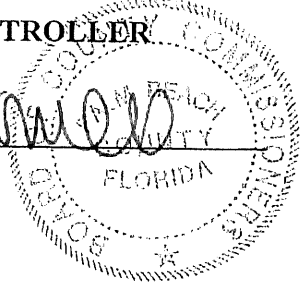
DEC 16 2014

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS:

By: *Mary Powell*  
Deputy Clerk

By: *Shelley Vana*  
Shelley Vana Mayor



WITNESS:  
*Mary Mullen*  
Signature

CAREERSOURCE:  
CAREERSOURCE PALM BEACH  
COUNTY, INC.

*Mary Mullen*  
Name (type or print)

*Steve Craig*  
Signature

*[Signature]*  
Signature

STEVE CRAIG  
Name

*Sharon Brea*  
Name (type or print)

PRESIDENT & CEO  
Title

(corp. seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: *[Signature]*  
Tammy K. Fields  
Chief Assistant County Attorney

By: *[Signature]*  
Shannon R. LaRocque, P.E.  
Assistant County Administrator

SCOPE OF WORK

**CAREERSOURCE shall perform the duties and responsibilities of a regional workforce board under state and Federal law.**

**In addition, CAREERSOURCE may perform other duties and responsibilities as are from time to time agreed between the COUNTY and CAREERSOURCE.**

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 the 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.

Steve Craig  
Signature

Sworn to (or affirmed) and subscribed before me this 14 day of NOVEMBER, 2014, by STEVE CRAIG (X) who is personally known to me or ( ) who has produced \_\_\_\_\_ as identification and who did take an oath.

Erica J. Scarpati  
Notary Public



ERICA J. SCARPATI  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE166376  
Expires 6/3/2016

(seal)

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 \_\_\_\_\_ day of 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:

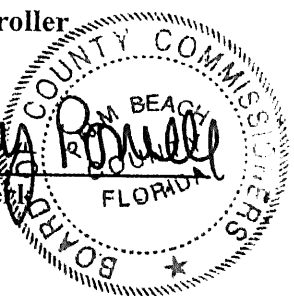
R2016 0532 APR 19 2016

Sharon R. Bock  
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

By: *Marisa Powell*  
Deputy Clerk

By: *Mary Lou Berger*  
Mary Lou Berger, Mayor



WITNESS:

CAREERSOURCE:

*[Signature]*  
Signature

CAREERSOURCE PALM BEACH  
COUNTY, INC.

Sharon Bock  
Witness Name (type or print)

*Steve Casey*  
Signature

PRESIDENT & CEO  
Title

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: *Helene Cochran*  
Assistant County Attorney

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.

Steve Craig

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

Sworn to (or affirmed) and subscribed before me this 21<sup>st</sup> 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.

Sharon Brea Sepulveda

Notary Public Sharon Brea Sepulveda



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 CONTRACT, 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, 11<sup>th</sup> Floor, West Palm Beach, FL 33401.”

ATTACHMENT 3

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, 11<sup>th</sup> Floor  
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney’s office  
301 North Olive Avenue, 6<sup>th</sup> 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.

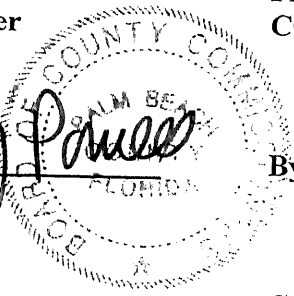
ATTEST:

R2018 0966 JUL 10 2018

Sharon R. Bock  
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

By: *Nancy Powell*  
Deputy Clerk



By: *Melissa McKinlay*  
Melissa McKinlay, Mayor

WITNESS:

CAREERSOURCE:

\_\_\_\_\_  
Signature

CAREERSOURCE PALM BEACH  
COUNTY, INC.

\_\_\_\_\_  
Witness Name (type or print)

*Steve Cook*  
Signature

PRESIDENT & CEO  
Title

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: *Adene C. Hujed*  
Assistant County Attorney

By: \_\_\_\_\_  
Faye Johnson,  
Assistant County Administrator