

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	\$50,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$50,000				
#ADDITIONAL FTE POSITIONS (CUMULATIVE)	0	0			

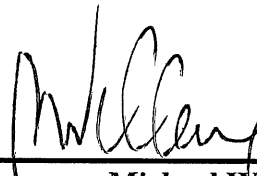
Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No:

Fund	Agency	Organization	Object
1340	540	5160	3125

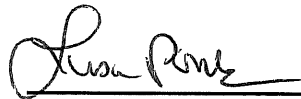
B. Recommended Sources of Funds/Summary of Fiscal Impact:


C. Departmental Fiscal Review:

 3/29/18
 Michael Williams, Finance Manager

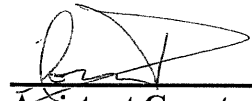
III. REVIEW COMMENTS:

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

 4/2/18
 OFMB 4/2/18
 AS 3/30 4/3/30

 4/13/18
 Contract Dev. & Control
 4/3/18 TW

B. Legal Sufficiency

 4/6/18
 Assistant County Attorney
 At the time of legal review, a complaint certificate of insurance had not been received.

C. Other Department Review

 Department Director

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

R2016.1407

CONTRACT FOR
LABOR NEGOTIATION SERVICES
BY AND BETWEEN
PALM BEACH COUNTY AND FISHER & PHILLIPS LLP

This Contract is made as of this SEP 27 2016 day of SEP 27 2016, 2016, 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 Fisher & Phillips LLP whose address is 200 South Orange Avenue, Suite 1100, Orlando, FL 32801, a limited liability partnership authorized to do business in the State of Florida (hereinafter referred to as the CONTRACTOR), whose Federal I.D. is 58-0619559.

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

ARTICLE 1) - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide specialized professional services in the area of labor negotiations and related complex labor and employment matters to COUNTY, on an as needed as requested basis, in accordance with Exhibit A, Scope of Work/Services (hereinafter "Services"), and Exhibit B1, CONTRACTOR's proposal dated May 27, 2016, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Clinton B. Forbes, Executive Director, Palm Tran, whose telephone number is (561) 841-4200 or his designee. Matters that involve the representation of the COUNTY or Palm Tran, or the provision of legal consultation, advice or services, shall be provided only if requested by Palm Beach County Attorney Denise Nieman, or her designee, and at her sole discretion, direction and control. The telephone number of the representative of the County Attorney's Office (CAO) is (561) 355-2225.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Jeffrey E. Mandel, Regional Managing Partner, telephone number 407-541-0850, (also referred to herein as "LEAD NEGOTIATOR").

It is anticipated that the CONTRACTOR will attempt whenever possible to achieve cost effectiveness by consolidating meetings, limiting travel, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency. Multiple staffing at negotiations, meetings, hearings, telephone conferences, etc., by the CONTRACTOR will not be compensated unless prior written approval from the COUNTY and/or CAO, as appropriate, has been obtained. All document production will be coordinated by the parties' representatives,

and with the CAO representative, as appropriate, to avoid needless duplication of records.

The CONTRACTOR understands and acknowledges that it has been retained hereunder based upon its expertise and experience in the matters described in the Services. It therefore is expected that any CONTRACTOR personnel performing services hereunder will have sufficient experience and expertise so as to avoid the routine need for extensive legal research or a duplication of effort by CONTRACTOR personnel. Such extensive research or duplication of effort by CONTRACTOR personnel shall not be compensated unless prior written approval has been obtained from the CAO's representative and/or COUNTY's contract representative, as appropriate.

Should any service performed hereunder require or involve the rendering of legal advice or representation by the CONTRACTOR, such service shall be performed only if requested or authorized by the CAO's representative. All such services shall be performed only upon the prior approval of, and with the continuing consultation and coordination with the CAO's representative.

ARTICLE 2) - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence to resolve any conflict: (1) the provisions of the Contract, including all exhibits, except for B1; (2) the provisions of RFP No. 16-001 PT and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) CONTRACTOR's proposal dated May 27, 2016 attached hereto as Exhibit B1; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3) - SCHEDULE

The CONTRACTOR shall commence services on October 1, 2016 and complete all services by September 30, 2019. CONTRACTOR hereby grants to COUNTY the option to renew this Contract for up to two (2) additional one (1) year periods at the sole discretion of the COUNTY at the price terms and conditions established herein. In the event the COUNTY shall elect to exercise an option granted hereunder, it shall notify CONTRACTOR of such election no less than ten (10) days prior to the expiration of the then current term of the Contract.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4) - PAYMENTS TO CONTRACTOR

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Seventy-Five Thousand Dollars (\$75,000.00), inclusive of the maximum amount authorized for fees and reimbursable expenses and costs as specified in this article.

The CONTRACTOR will bill the COUNTY on a monthly basis for provision of the Services rendered at the COUNTY's request, on a per hour basis, at the hourly rates set forth in Exhibit B, attached hereto and incorporated herein.

The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

Monthly bills shall be submitted to the COUNTY's representative with a copy to the CAO's representative. Each item shall be set forth separately, specifically describing the work performed, and reflecting the actual time spent on each such matter. The CONTRACTOR agrees to bill the COUNTY for work performed in one-tenth (.10) of an hour increments. Invoices received from the CONTRACTOR pursuant to this Contract will be initially reviewed by the CAO's representative, and approved if work concerns legal advice, consultations or services and thereafter reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY's approval.

The total amount of reimbursable expenses and costs, including experts and expert witness fees, shall not exceed \$ 5,000.00. The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of this sum has been reached.

All requests for payment of expenses eligible for reimbursement under this Contract shall be separately invoiced and 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 expenses were actually incurred and necessary in the performance of the Services.

The COUNTY shall not reimburse for photocopying, postage, courier charges, telephone or fax calls, secretarial and data processing time, unless such costs are extraordinary and pre-approved by COUNTY. All such charges shall identify the purpose, quantity or time and cost. CONTRACTOR shall provide any other information deemed reasonably necessary by the COUNTY for documentation purposes. If duplication of more than twenty-five (25) documents or 100 (100) pages, whichever is greater, is required at one time, the photocopying cost, not to exceed five cents per page, shall be considered a reimbursable expense. A general description of the category or type of documents copied will be sufficient documentation. Basic computerized legal research cost will not be reimbursed unless such costs are

extraordinary and authorized by the COUNTY. Specialty database research may be reimbursed if deemed necessary and approved by the COUNTY.

Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement must be approved in writing by the COUNTY, in advance, and shall be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes and all applicable policies and procedures established by the Board of County Commissioners. Charges for travel time shall be billed on an incremental basis, in accordance with the Contract at no more than one-half (1/2) of the normal hourly rate. If travel is combined with travel for other clients, travel charges and time shall be reduced to reflect the other entity's proportionate share of the cost. The COUNTY shall not be charged for travel time or expenses for trips that originate and end solely within Palm Beach County, unless pre-approved by COUNTY.

CONTRACTOR shall deliver to COUNTY's representative or the CAO representative, as directed, all documents and materials prepared in the performance of the Services, prior to being eligible for final payment of any sums due and owing.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

Any type of billing or timekeeping which allows compensation for time not actually spent by the CONTRACTOR is not permitted and it shall be a material breach for the CONTRACTOR or anyone on its behalf, to submit for payment any statement of services rendered that either (i) overstates the amount of time actually spent for Services, or (ii) includes time spent by any person not affiliated with the CONTRACTOR, unless authorized by COUNTY's representative or CAO representative, as appropriate. Each invoice represents an implied warranty that CONTRACTOR has only billed COUNTY for time actually spent and costs actually incurred. The COUNTY may rely on this implied warranty.

ARTICLE 5) - ACCESS AND AUDIT

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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 CONTRACTOR's place of business located in Florida.

Palm Beach County has established the Office of the Inspector General in Palm Beach County pursuant to Sections 2-421 through 2-440 of the Palm Beach County Code 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 CONTRACTOR, 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 is a violation of Palm Beach County Code, Sections 2-421 through 2-440, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6) - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also constitute 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 CONTRACTOR'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 representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6) within three (3) years following final payment.

ARTICLE 7) - TERMINATION

This Contract may be terminated by the CONTRACTOR 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 CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR or without cause and for the convenience of the COUNTY, upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. Contractor shall not have a claim for or be entitled to lost profits or damages of any kind or nature as a result of the termination of this Contract. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

3. . Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8) - PERSONNEL

The CONTRACTOR 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 CONTRACTOR's primary lawyer, and under CONTRACTOR's supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel as may be listed in Exhibit B1, attached hereto and incorporated herein, must be made known to the COUNTY and written approval must be granted by the COUNTY before said change or substitution can become effective, except in those circumstances where the COUNTY's and/or CAO's representative determines, as appropriate, that the change or substitution of the primary lawyer is of a temporary and limited nature and will have no significant impact on the performance of the Services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9) - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Sections 2-371 through 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 CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR 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 R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR 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 CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Sections 2-371 through 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR 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 10) - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR 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 11) - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 12) - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONTRACTOR to provide initial evidence of the minimum amounts of insurance coverage described below to:

Palm Tran
c/o Contracts Manager
3201 Electronics Way
West Palm Beach, FL 33407

Subsequently, the CONTRACTOR shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to Palm Tran or fax (561) 841-4291, which is Palm Tran, prior to the expiration date of each and every insurance required herein.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

Commercial General Liability: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Business Auto Liability: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation Insurance & Employer's Liability: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

Professional Liability: CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. 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 CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. 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, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP

shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. 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.

Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County and Palm Tran, Inc. as an Additional Insured.

Waiver of Subrogation: CONTRACTOR 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, then CONTRACTOR shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Certificates of Insurance: Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY via the Insurance Company/Agent a signed 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. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to Palm Tran or fax (561) 841-4291, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

Umbrella or Excess Liability: If necessary, CONTRACTOR 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 and Palm Tran, Inc. 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.

Right to Revise or Reject: 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 13) - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY and Palm Tran, Inc., and their respective agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, 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 CONTRACTOR.

ARTICLE 14) - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract 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 CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 15) - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction 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 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, other than Palm Tran, Inc. or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of the COUNTY and/or CONTRACTOR.

ARTICLE 16) - CONFLICT OF INTEREST

The CONTRACTOR 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 or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The CONTRACTOR

further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

The CONTRACTOR further agrees to comply with Palm Beach County Code PPM CW-0-052, as it may be amended or replaced, regarding outside counsel conflicts of interest. Said PPM is incorporated by reference and made a part of this Contract.

ARTICLE 17) - EXCUSABLE DELAYS

The CONTRACTOR 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 CONTRACTOR, or its subcontractor(s), 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 CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without its 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 18) - ARREARS

The CONTRACTOR 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 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19) - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY 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 CONTRACTOR 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 bases, reports and other data developed or purchased under this Contract for the COUNTY, 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.

ARTICLE 20) - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR 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 CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'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 CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 21) - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22) - PUBLIC RECORDS

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

Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

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 CONTRACTOR 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.

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 CONTRACTOR does not transfer the records to the public agency.

Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative, 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 CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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.

ARTICLE 23) - NON-DISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONTRACTOR 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.

It is the responsibility of the CONTRACTOR to maintain a written or non-written non-discrimination policy that conforms with the COUNTY's policy as set forth in Resolution R-2014-1421, as may be amended, throughout the term of the Contract. Failure to meet this requirement shall be considered a default of the Contract.

ARTICLE 24) - AUTHORITY TO PRACTICE

The CONTRACTOR 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 25) - 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 26) - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR 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 27) - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

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

ARTICLE 28) - 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 CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR 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 CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR 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 CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 29) - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Clinton B. Forbes, Executive Director
3201 Electronics Way
West Palm Beach, Florida 33407

With a copy to:

Palm Beach County Attorney
301 N. Olive Ave., 6th Floor
West Palm Beach, FL 33401

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

Jeffrey Mandel, Esq.
Fisher & Phillips LLP
200 South Orange Avenue, Suite 1100
Orlando, FL 32801

ARTICLE 30) - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR 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 the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28) - Modifications of Work.

ARTICLE 31 - E-VERIFY

The COUNTY has agreements with the Florida Department of Transportation (FDOT) which require the COUNTY to agree and assure FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of the CONTRACTOR's employees and the employees of any subcontractor. Accordingly, the CONTRACTOR agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Services to verify the employment eligibility of its employees. The CONTRACTOR shall provide evidence, that it and its subcontractors have so verified the employment eligibility of all employees, to the COUNTY and FDOT on forms and in the manner required by COUNTY.

The CONTRACTOR acknowledges that the COUNTY has received and will seek funds from FDOT, and that such funds may be used to pay the CONTRACTOR for the work it performs under this Contract. The CONTRACTOR further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a CONTRACTOR's employment of unauthorized aliens to be a violation of the Immigration and Nationality Act. The CONTRACTOR affirms that it will not employ unauthorized aliens or take any

other action which may cause the COUNTY to be in violation of any term or condition of an agreement between COUNTY and FDOT.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS:

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR 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 33- FEDERALLY REQUIRED CLAUSES - SPECIAL CONTRACT PROVISIONS OF EXHIBIT D TO RFP 16-001-PT.

CONTRACTOR acknowledges that it is subject to and that it will comply with the clauses set forth in Part A General Conditions - Applicable to all Contracts and Purchase Orders, and the applicable clauses set forth in Part B Additional Requirements - Conditional, of Exhibit D to RFP 16-001-PT, at page 1 of 20 through page 9 of 20 which are incorporated into and made a part of the Contract. Contractor completed and submitted the documents identified in pages 10 of 20 through 20 of 20 with its proposal submitted in response to RFP 16-001-PT. Pages 10 of 20 through 20 of 20 are included in Exhibit B1 to this Contract.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

R201641407

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

Fisher & Phillips LLP

BY: Mary Lou Berger
Mary Lou Berger, Mayor

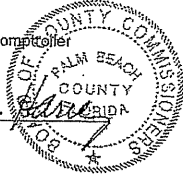
BY: Jeffrey E. Mandel
Jeffrey E. Mandel, Regional Partner

SEAL

SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: Glendia Y. Bock
(Deputy Clerk)



ATTEST WITNESS:

BY: Cecille O. Rodriguez
(Print Name)

Cecille O. Rodriguez
(Signature)

APPROVED AS TO TERMS AND CONDITIONS:

BY: Clinton B. Forbes
Clinton B. Forbes
Executive Director, Palm Tran

BY: Angela Byers
(Print Name)

Angela Byers
(Signature)

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY: [Signature]
County Attorney

EXHIBIT B

The following pricing is all inclusive pricing, excluding authorized reimbursable expenses and costs, to provide the Labor Negotiation Services in accordance with the Contract. Fees shall remain fixed for periods indicated below.

FEE SCHEDULE
Years 1-3

Paralegal	\$ <u>90</u> /hour
Junior Attorneys (Attorneys with 1 to 5 years of experience)	\$ <u>205</u> /hour
Senior Attorneys (Attorneys with more than 5 years of experience)	\$ <u>255</u> /hour
Senior Attorney/Partner serving as representative & with primary responsibility for the Services	\$ <u>280</u> /hour

FEE SCHEDULE
(Year 4 - optional renewal year)

Paralegal	\$ <u>100</u> /hour
Junior Attorneys (Attorneys with 1 to 5 years of experience)	\$ <u>215</u> /hour
Senior Attorneys (Attorneys with more than 5 years of experience)	\$ <u>265</u> /hour
Partner or Senior Attorney serving as representative & with primary responsibility for the Services	\$ <u>290</u> /hour

FEE SCHEDULE
(Year 5 --optional renewal year)

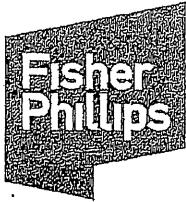
Paralegal \$ 110 /hour

Junior Attorneys
(Attorneys with 1 to 5 years of experience) \$ 225 /hour

Senior Attorneys
(Attorneys with more than 5 years of experience) \$ 275 /hour

Partner or Senior Attorney serving as representative
& with primary responsibility for the Services \$ 300 /hour

EXHIBIT B1
CONTRACTOR'S PROPOSAL DATED MAY 27, 2016



fisherphillips.com

Orlando
200 South Orange Avenue
Suite 1100
Orlando, FL 32801

(407) 541-0888 Tel
(407) 541-0887 Fax

Writer's Direct Dial:
(407) 541-0850

Writer's E-mail:
jmandel@fisherphillips.com

May 27, 2016

Ms. Kristeena Pinto
Contracts Manager
Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407

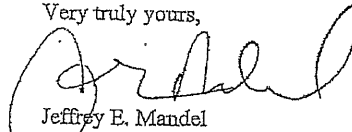
Re: *Proposal for Labor Negotiation Services*
RFP No. 16-001-PT (Issued April 29, 2016)

Dear Ms. Pinto:

It is our privilege to submit the enclosed information to Palm Tran for its consideration of our firm to provide labor negotiation services. We have reviewed the requirements and scope of services provided in the solicitation and confirm that we are very familiar with Palm Tran, and are highly qualified and interested in providing labor negotiation services to Palm Tran.

Thank you for the opportunity to present our proposal. Should you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,

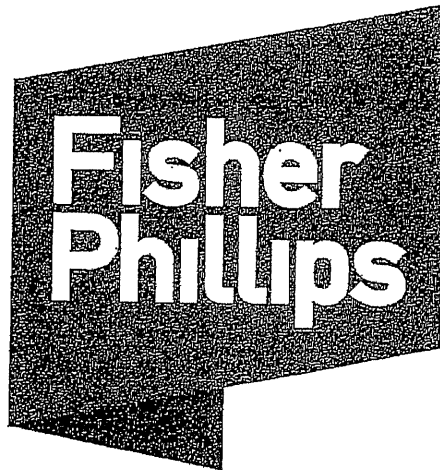


Jeffrey E. Mandel
Regional Managing Partner

Enclosures

Fisher & Phillips LLP

Atlanta • Baltimore • Boston • Charlotte • Chicago • Cleveland • Columbia • Columbus • Dallas • Denver • Fort Lauderdale • Gulfport • Houston
Irvine • Kansas City • Las Vegas • Los Angeles • Louisville • Memphis • New Jersey • New Orleans • Orlando • Philadelphia
Phoenix • Portland • Sacramento • San Antonio • San Diego • San Francisco • Seattle • Tampa • Washington, DC



**ON THE FRONT LINES
OF WORKPLACE LAWSM**

*Proposal for
Labor Negotiation Services
for Palm Tran*

*Submitted in Response to
RFP No. 16-001-PT
(Issued April 29, 2016)*

www.fisherphillips.com

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3.1 Experience/Qualifications/Background/References Information

- 3.1.1. Each proposer shall submit a detailed statement of their experience, qualifications, and background for providing the services identified in the Scope of Work, including but not limited to collective bargaining agreement negotiations, labor and employment law and federal laws that affect public transit employees.

Fisher & Phillips LLP is one of the largest firms in the country – 300 attorneys in 31 offices – representing employers in the areas of labor, employment, civil rights, employee benefits and immigration law. Labor and employment law is not just part of our practice – it is all we do. We are committed to providing value to our clients, and this commitment to value dates back to the founding of our firm over 70 years ago. During that time, we have developed and maintained a depth and breadth of expertise that is difficult for other firms to match. Our range of experience and expertise enables us to bring an efficient and practical perspective to today's labor and employment law problems. Our commitment to our clients has resulted in Fisher & Phillips being named the 2015 and 2016 "Law Firm of the Year" for Labor & Employment Litigation by *U.S. News - Best Lawyers*. The Firm's areas of expertise include the following areas within the Scope of Services.

Since the Firm's founding in 1943, a cornerstone of our work has been in labor relations and traditional labor law. Our attorneys help non-union clients remain union-free, advise employers that are facing union organizing drives, and represent unionized clients in collective bargaining, arbitration, and unfair labor practice cases. Fisher & Phillips attorneys have decades of experience practicing before the Florida Public Employees Relations Commission (PERC), National Labor Relations Board (NLRB), the National Mediation Board (NMB), the Federal Mediation and Conciliation Service (FMCS), and state public employee labor boards and commissions. This includes decades of experience in union avoidance, collective bargaining (both as lead negotiators and providing advice to management bargaining teams), administrative litigation before the Florida Public Employees Relations Commission and the appellate courts, and advice under the Florida Public Employees Relations Act.

Through our 3 partners and 2 associates, our Orlando office presently serves as Labor Counsel for more than 40 Florida public employers. Among the Firm's current Central Florida public sector labor clients, some of who members of the Firm have represented for over 30 years, are Orange County, Osceola County, Seminole County, Volusia County, Lake County, Indian River County, Apopka, Winter Park, Maitland, Ocoee, Winter Garden, Altamonte Springs, Casselberry, Oviedo, Sanford, Winter Springs, Eustis, Mt. Dora, DeLand, Daytona Beach, Orange City, Ponce Inlet, Titusville, Cocoa, Cocoa Beach, Indian Harbour Beach, Town of Palm Beach, and Palm Coast. (We have also provided labor and employment services in the past for Orlando, Edgewood, Edgewater, Lake Mary, Longwood, and St. Cloud.) By representing such a large number of Central Florida public entities, we are able to achieve efficiencies in the provision of Labor Counsel services that no other law firm can match.

Mr. Mandel has provided labor counsel services to Palm Tran for over 20 years. In so doing, Mr. Mandel has represented Palm Tran in collective bargaining, impasse proceedings, labor arbitrations, and PERC proceedings. Other members of the Firm, including Benton Wood and David Young, have represented the numerous other public employers in these same types of proceedings.

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www.fisherphillips.com

3.1 Experience/Qualifications/Background/References Information

- 3.1.2. Each proposer shall provide a list of all governmental clients for whom proposer has provided said services within the past five years, with a brief summary of the services provided and the names of the lawyers assigned primary responsibility for each said matter. The proposer should also provide the contact names, addresses, telephone/fax numbers, dollar amount of contracts and dates of service for each client listed.

Members of the Fisher & Phillips team for Palm Tran presently serve as Labor Counsel for more than 40 Florida public employers, some of which members of the team have represented for over 30 years. A representative list of current Florida public sector labor clients include Palm Tran, Orange County, Osceola County, Seminole County, Lake County, Volusia County, Indian River County, Apopka and Maitland (see Section 3.1.1 above for a more extensive list of public sector labor clients). The Firm has chosen to provide contact information for a limited number of references, but can certainly provide contact information upon request for as many public sector labor clients as Palm Tran desires.

A. Palm Beach County – Palm Tran

Ms. Donna Raney
Chief Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: (561) 355-2249
Facsimile: (561) 656-7058

Brief Summary of Services – Bargaining team support for all Palm Tran contracts; Special Magistrate proceedings; labor arbitrations; PERC representation and unfair labor practice proceedings.

Contract No. 200375/SC, Labor Related Services

Dates of Service – Mr. Mandel has provided labor services to the County and Palm Tran for the past 20 years under various contract numbers.

B. Orange County

Mr. Ajit Lalchandani
County Administrator
County Administrator's Office
201 South Rosalind Avenue, 5th Floor
Orlando, FL 32801
Telephone: (407) 836-7350
Facsimile: (407) 836-7399

Brief Summary of Services – Lead negotiator for all Union contracts for the County; Special Magistrate proceedings; labor arbitrations; PERC representation and unfair labor practice proceedings.

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3.1 Experience/Qualifications/Background/References Information

Contract No. Y11-1046A, Labor Counsel, \$200,000

Dates of Service – Mr. Mandel has provided labor services to the County for the past 20 years under various contract numbers.

C. Indian River County

Mr. Michael C. Zito
Assistant County Administrator
1800 27th Street
Vero Beach, FL 32960-0310
Telephone: (772) 226-1223
Facsimile: (772) 226-1992

Brief Summary of Services – Lead negotiator or bargaining team support for all Union contracts for the City; Special Magistrate proceedings; labor arbitrations; PERC representation and unfair labor practice proceedings

Dates of Service – Mr. Mandel has provided labor services to the County for over 20 years.

D. Volusia County

Mr. Tom Motes
Personnel Director
230 North Woodland Boulevard, Suite 262
DeLand, FL 32720
Telephone: (386) 736-5951
Facsimile: (386) 740-5149

Brief Summary of Services – Bargaining team support for all Union contracts for the County; Special Magistrate proceedings; labor arbitrations; PERC representation and unfair labor practice proceedings

Dates of Service – Mr. Mandel has provided labor services to the County for more than 25 years.

E. Osceola County

Frank Townsend, Esquire
Assistant County Attorney
1 Courthouse Square, Suite 4200
Kissimmee, FL 34741
Telephone: (407) 742-2200
Facsimile: (407) 742-2217

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3.1 Experience/Qualifications/Background/References Information

Brief Summary of Services -- Lead negotiator for the firefighter contracts for the County; Special Magistrate proceedings; labor arbitrations; PERC representation and unfair labor practice proceedings

Dates of Service -- Mr. Mandel has provided labor services to the County for more than 10 years.

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Key Personnel and Operations Information

- 3.2.1. The name and resume/profile of the lawyer who will assume primary responsibility for the services to Palm Tran, and all others who will provide services to Palm Tran. This section should indicate the length of time that each lawyer has practiced law and specialized in the services and matters listed in the Scope of Work.

The lead attorney for Fisher & Phillips' team for Palm Tran will be Jeffrey E. Mandel. Mr. Mandel currently serves as Palm Tran's outside labor counsel, and is the attorney who primarily handles the Palm Tran's work. Mr. Mandel will continue to be the attorney primarily responsible for handling Palm Tran's work, and will be responsible for supervising the work performed for Palm Tran by the Fisher & Phillips team members should their services be required. His information is listed below.

Jeffrey E. Mandel
Florida Bar Number 613126

Jeffrey Mandel is the Managing Partner of the Orlando office of Fisher & Phillips.

Mr. Mandel was admitted to the Florida Bar in 1986 and is a member in good standing. He started his legal career in 1986 as Staff Attorney and Hearing Officer for the Florida Public Employees Relations Commission. In 1990, Mr. Mandel entered private practice in Orlando with a law firm representing public and private employers in all aspects of labor and employment law. For the last twenty-six (26) years, from 1990 to the present, Mr. Mandel has worked and lived in the Orlando area, exclusively representing public and private employers in labor and employment matters. This includes providing labor and employment services falling within the specific areas outlined in the Scope of Services provisions contained in Palm Tran's Request for Proposal to almost every municipality in Orange and Seminole Counties, as well as Orange and Seminole County governments. Mr. Mandel has handled countless PERC proceedings, union elections, labor arbitrations, and impasse proceedings, and has served as the lead negotiator and/or bargaining team resource in over 100 public sector collective bargaining agreements. With respect to Palm Tran, Mr. Mandel first provided labor services to Palm Tran in the early 1990s, which included assisting in the negotiations of the Labor Management Agreement with the Amalgamated Transit Union, and resolving impasse with the ATU. Since 2002, Mr. Mandel has again been providing labor services to Palm Tran, including assisting with Palm Tran's collective bargaining, handling impasse resolution, arbitration, and PERC proceedings.

Mr. Mandel is Board Certified by the Florida Bar in labor and employment law. He has served on the Executive Council of the Florida Bar's Labor and Employment Section and is a member of the American Bar Association's Labor and Employment Section. Mr. Mandel is a frequent lecturer for the Florida Public Employer Labor Relations Association, the Florida Public Human Resources Association, the Florida Bar Labor and Employment Section, and has served as a contributing editor of the American Bar Association's publication, *The Fair Labor Standards Act*. Mr. Mandel has been designated as one of the top labor lawyers in Florida by *Best Lawyers in America*, *Chambers USA*, *Who's Who Legal USA*, the *Orlando Business Journal*, *Florida Trend*, and *Florida Super Lawyers*. He is also "AV" Peer Review Rated by Martindale-Hubbell. In 2013 Mr. Mandel was inducted as a Fellow into The College of Labor & Employment Lawyers. Election as a Fellow is the highest recognition by an attorney's colleagues of sustained outstanding performance in the profession. Recently, Mr. Mandel was named the 2016 "Lawyer of the Year" for Labor & Employment Litigation in Orlando by *U.S. News - Best Lawyers*.

A professional biography of Jeffrey E. Mandel appears at TAB J.

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Key Personnel and Operations Information – Con't

Following is information about the other attorneys who may provide services to Palm Tran.

Benton N. Wood
Florida Bar Number 957275

Mr. Wood was admitted to the Florida Bar in 1992 and is a member in good standing. He started his legal career as an Assistant State Attorney, Ninth Judicial Circuit, Orange County, Florida handling jury trials and appeals. In 1996, Mr. Wood entered private practice in Orlando with a law firm representing public and private employers in all aspects of labor and employment law. For the last twenty (20) years, from 1996 to the present, Mr. Wood has worked and lived in the Orlando area exclusively representing public and private employers in all aspects of labor and employment law. He is presently a partner with the Orlando office of Fisher & Phillips.

Mr. Wood serves as primary Labor Counsel to a number of Central Florida municipalities, including Sanford and Daytona Beach. Additionally, he has performed labor and employment work for various other public employers, such as Cocoa and Indian River County. Mr. Wood regularly represents public sector clients in PERC proceedings and labor arbitrations, impasse proceedings, personnel board hearings, and employment litigation. He specializes in employment law litigation and has litigated a multitude of employment-related claims on behalf of management, including: sex discrimination, race discrimination, age discrimination, national origin discrimination, disability discrimination, unlawful retaliation, FMLA violations, FLSA violations, Equal Pay Act violations, Whistle-blower retaliation, workers' compensation retaliation, civil rights violations (including violations of the 1st, 4th and 14th Amendments to the U.S. Constitution), unpaid wage violations, breach of employment contracts, breach of settlement agreements, defamation, invasion of privacy, assault, battery, false imprisonment, intentional infliction of emotional distress, and negligent hiring.

Mr. Wood is Board Certified by the Florida Bar in labor and employment law. He has been designated as one of the top labor lawyers in Florida by *Best Lawyers in America*, and is "AV" Peer Review Rated by Martindale-Hubbell.

A professional biography of Benton N. Wood appears at TAB J.

David A. Young
Florida Bar Number 0498270

Mr. Young was admitted to the Florida Bar in 2001 and is a member in good standing. He started his legal career in Orlando with a law firm exclusively representing public and private employers in all aspects of labor and employment law. For the last fifteen (15) years, from 2001 to the present, Mr. Young has worked and lived in the Orlando area exclusively representing public and private employers in all aspects of labor and employment law. He is presently a partner with the Orlando office of Fisher & Phillips.

Mr. Young serves as primary Labor Counsel to a number of Central Florida municipalities, including Oviedo, Eustis, and Orange City. Additionally, he performs labor and employment work for various other Central Florida public employers, such as Maitland, Altamonte Springs, Mt. Dora, DeLand, and Seminole County. Mr. Young regularly represents public sector clients in PERC proceedings and labor arbitrations, collective bargaining negotiations, impasse proceedings, personnel board hearings, and employment

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Key Personnel and Operations Information -- Con't

litigation. Additionally, he has developed significant expertise in providing advice to public sector employers in the areas of family and medical leave, military leave, drug testing, employment policies, and federal contractor compliance.

Mr. Young was listed in Florida Trend's "Legal Elite" in 2007 as one of Florida's "Up and Coming" attorneys. He has been listed in Florida Super Lawyers since 2009, and is "BV" Peer Review Rated by Martindale-Hubbell.

A professional biography of David A. Young appears at TAB J.

Caryn D. Shaw
Florida Bar Number 52056

Ms. Shaw was admitted to the Florida Bar in 2008 and is a member in good standing. She started her legal career handling employment-related and other litigation. In 2011, Ms. Shaw joined Fisher & Phillips as an associate attorney and since that time has been exclusively representing public and private employers in all aspects of labor and employment law.

Ms. Shaw regularly counsels employers in regard to compliance with state and federal employment laws. She has litigation experience in a wide array of employment disputes, including workplace discrimination and harassment, wage and hour, and trade secrets and restrictive covenants. Her work also includes counseling employers on such issues as wage and hour, employee discipline and discharge, handbook development and employee policy violations, anti-discrimination and anti-harassment, and non-compete agreements, non-disclosure agreements, non-solicitation agreements, and litigation avoidance and compliance. Ms. Shaw conducts on-site executive and employee trainings and regularly speaks to national organizations, business and professional associations, industry groups and individual employers.

Ms. Shaw has been listed in Florida Super Lawyers - Rising Stars since 2013.

A professional biography of Caryn D. Shaw appears at TAB J.

Renata L. Sobral
Florida Bar Number 109769

Ms. Sobral was admitted to the Florida Bar in 2014 and is a member in good standing. She started her legal career working as an associate in a law firm handling mass tort subrogation litigation, and as an attorney conducting foreign language electronic discovery. During law school, she was a member of the Political and Civil Rights Law Review, and served as a judicial intern to the Honorable Cynthia M. Rufe in the Eastern District of Pennsylvania. In 2015, Ms. Sobral joined Fisher & Phillips as an associate attorney and since that time has been exclusively representing public and private employers in all aspects of labor and employment law.

Ms. Sobral is fluent in Portuguese and proficient in Spanish.

A professional biography of Renata Sobral appears at TAB J.

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Key Personnel and Operations Information – Con't

- 3.2.2. Identify any lawyer who has had any grievance filed against him or her where a determination in favor of a complainant or a finding of probable cause was made. Describe the nature of such complaint and the ultimate resolution.

No attorney for the Fisher & Phillips' team for Palm Tran has had any grievance filed against him or her where a determination in favor of a complainant or a finding of probable cause was made.

Key Personnel and Operations Information – Con't

3.2.3. A description of the role of each staff member who will be responsible for handling and monitoring the Contract.

Mr. Mandel will handle and monitor the Contract for Palm Tran.

FISHER & PHILLIPS LLP
www.fisherphilips.com

3.3 Price Proposal Information

The proposer shall submit the attached Price Proposal Page(s) Exhibit B filled out and signed. The proposer shall indicate the hourly rate to be paid by Palm Tran for services provided during the Contract term and any renewal period.

The Firm shall provide all labor and other resources necessary to provide the services in strict accordance with the scope of services defined in this solicitation for the amounts specified in the Price Proposal Page(s) follow.

The Firm will continue to charge only half rate for travel time.

FISHER & PHILLIPS LLP
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EXHIBIT B
PRICE PROPOSAL PAGES
RFP NO. 16-001-PT

Page 1 of 4

The following pricing is submitted as the all inclusive pricing to provide the Labor Negotiation Services in accordance with the Requirements/Scope of Work/Services set forth in this RFP document. These fees shall remain fixed for Years 1 – 3 of the Contract.

FEE SCHEDULE
Years 1-3

Paralegal	\$ <u>90</u> /hour
Junior Attorneys (Attorneys with 1 to 5 years of experience)	\$ <u>205</u> /hour
Senior Attorneys (Attorneys with more than 5 years of experience)	\$ <u>255</u> /hour
Senior Attorney/Partner serving as representative & with primary responsibility for the Services	\$ <u>280</u> /hour

**EXHIBIT B
PRICE PROPOSAL PAGES
RFP NO. 16-001-PT**

Page 2 of 4

The following pricing is submitted as the all inclusive pricing to provide the Labor Negotiations Services in accordance with the Requirements/Scope of Work/Services set forth in this RFP document for each of the following option year(s).

**FEE SCHEDULE
(Year 4 - optional renewal year)**

Paralegal	\$ <u>100</u> /hour
Junior Attorneys (Attorneys with 1 to 5 years of experience)	\$ <u>215</u> /hour
Senior Attorneys (Attorneys with more than 5 years of experience)	\$ <u>265</u> /hour
Partner or Senior Attorney serving as representative & with primary responsibility for the Services	\$ <u>290</u> /hour

**EXHIBIT B
PRICE PROPOSAL PAGES
RFP NO. 16-001-PT**

Page 3 of 4

The following pricing is submitted as the all inclusive pricing to provide the Labor Negotiation Services in accordance with the Requirements/Scope of Work/Services set forth in this RFP document for each of the following option years.

**FEE SCHEDULE
(Year 5 - optional renewal year)**

Paralegal	\$ 110 /hour
Junior Attorneys (Attorneys with 1 to 5 years of experience)	\$ 225 /hour
Senior Attorneys (Attorneys with more than 5 years of experience)	\$ 275 /hour
Partner or Senior Attorney serving as representative & with primary responsibility for the Services	\$ 300 /hour

The Proposer certifies by signature below the following:

- a. This price is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this contract in accordance with all the requirements as stated in this RFP.

EXHIBIT B
PRICE PROPOSAL PAGES
RFP NO. 16-001-PT

Page 4 of 4

c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Jeffrey E. Mandel

TITLE: Regional Managing Partner

COMPANY: Fisher & Phillips LLP

ADDRESS: 200 South Orange Avenue, Suite 1100

CITY/STATE/ZIP: Orlando, Florida 32801

TELEPHONE NO. (407) 541-0888

SIGNATURE: 

3.4 Business Information

Each proposer shall complete and submit the attached Business Information Pages attached hereto as Exhibit C.

The completed Business Information Page follows.

FISHER & PHILLIPS LLP
www.fisherhillips.com

**EXHIBIT C
BUSINESS INFORMATION
RFP NO. 16-001-PT**

Full Legal Name of Entity: Fisher & Phillips LLP
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 1075 Peachtree Street, NE, Suite 3500, Atlanta, GA 30309

Telephone Number: (404) 231-1400 Fax Number: (404) 240-4249

Form of Entity

- Corporation
- Limited Liability Company
- Partnership, General
- Partnership, Limited
- Joint Venture
- Sole Proprietorship

Federal I.D. Number: 58-0619559

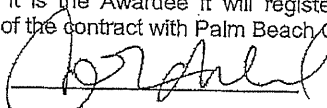
(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes No

If yes to the above, as of what date? 02/03/1999

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Jeffrey E. Mandel

TITLE: Regional Managing Partner

COMPANY: Fisher & Phillips LLP

3.5 Special Contract Provisions

The proposer shall complete the attached Special Contract Provisions Exhibit D and submit it with their proposal.

Although the proposed Contract has no DBE established goals, the Firm has elected to include the required forms to ensure compliance with the RFP requirements. The completed Special Contract Provisions follow.

FISHER & PHILLIPS LLP
www.fisherphillips.com

EXHIBIT D
SPECIAL CONTRACT PROVISIONS

RFP NO. 16-001-PT

Page 10 of 20

EXHIBIT 1

LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) and/or
Small Business Enterprise (SBE) Subcontractor/Subconsultant

From: Fisher & Phillips LLP
(Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description: Labor Negotiation Services

In response to Palm Beach County's RFI/Bid No. 16-001-PT, the undersigned hereby agree to utilize as a subcontractor the firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Palm Beach County.

Name of Firm: N/A
(Proposed DBE Subcontractor/Subconsultant)

Expiration of DBE Certification: _____ (Attach copy of DBE certification)

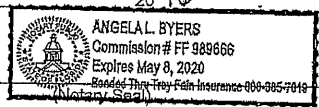
Projected Work Assignment: Enter description of work assignment _____

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) _____

[Signature] 5/27/16
(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this 27th day of May, 2016

[Signature]
(Notary's Signature)



(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)
_____ an individual _____ a partnership _____ a corporation _____ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this _____ day of _____, 20____.

(Notary's Signature) (Notary Seal)



FEDERAL CERTIFICATIONS AND REPRESENTATIONS

EXHIBIT D
SPECIAL CONTRACT PROVISIONS

Page 11 of 20

SCHEDULE OF DBE PARTICIPATION

(To be submitted with an executed Letter of Intent from each DBE firm listed in this form)

EXHIBIT 2

BID/RLI #: 16-001-PT			DATE FORM SUBMITTED: 5/27/16		
PROJECT NAME: Labor Negotiation Services			PROJECT START DATE: 8/17/16		
PRIME CONTRACTOR: Fisher & Phillips LLP			ADDRESS: 200 S Orange Avenue, Suite 1100, Orlando, FL 32801		
CONTACT PERSON: Jeffrey E. Mandel			TELEPHONE #: (407) 541-0888		
DBE Subcontractor	Expiration of Certification	DBE Contact	Phone	Type of Work To Be Performed	Estimated Sub-Contract Amount
N/A					\$
					\$
					\$
					\$
					\$
Total Estimated Dollar (\$) DBE Participation					\$
DBE Subcontractor Participation Percentage (Total estimated amount allocated to DBEs divided by Total Contract Amount)					%

The listing of a DBE shall constitute a representation by the bidder/responder to Palm Beach County that such DBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by Palm Beach County's contract representative, with the concurrence of Palm Tran's DBE Liaison, and that submission of said information is an assertion of its accuracy, per the requirements of the DBE Program.

I certify that the above information is true to the best of my knowledge:

Signature		Title	Regional Managing Partner	Date	5/27/16
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THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

EXHIBIT D
SPECIAL CONTRACT PROVISIONS

RFP NO. 16-001-PT

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EXHIBIT 6

PERCENTAGE of DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

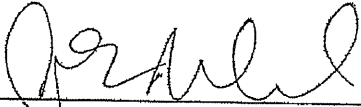
PERCENTAGE of SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION

____ The bidder/offeror is committed to a minimum of ____⁰ % DBE utilization on this contract.

____ The bidder/offeror is committed to a minimum of ____⁰ % SBE utilization on this contract.

Name of bidder/offeror's firm:

Fisher & Phillips LLP

By  Regional Managing Partner
(Signature) (Title)

Jeffrey E. Mandel
Print Name

EXHIBIT D
SPECIAL CONTRACT PROVISIONS.

RFP NO. 16-001-PT

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EXHIBIT 7
RESTRICTIONS ON LOBBYING CERTIFICATION

FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING CONSTRUCTION/ARCHITECTURAL AND
ENGINEERING/ACQUISITION OF HOLDING STOCK/PROFESSIONAL SERVICE
CONTRACTS/OPERATIONAL SERVICE CONTRACTS/TURNKEY CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

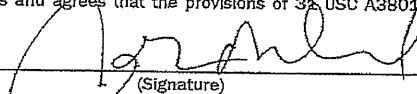
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801 et seq., apply to this certification and disclosure, if any.

5/27/16
(Date)


(Signature)

Fisher & Phillips LLP

(Company)

Regional Managing Partner

(Title)

Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

EXHIBIT D
SPECIAL CONTRACT PROVISIONS
RFP NO. 16-001-PT

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EXHIBIT 8
FEDERAL REPRESENTATIONS AND CERTIFICATIONS

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED

BLOCK REPRESENTATIONS AND CERTIFICATIONS

1. Contingent Fee
 - A. Except for full-time bona fide employees working solely for the Offeror/Bidder, the Offeror/Bidder represents as part of its offer that it has not employed or retained any company or persons to solicit or obtain this contract, and has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
 - B. The Offeror/Bidder agrees to provide information relating to A. above, as requested by the Contracting Officer and, when any item in subparagraph A. is answered affirmatively, to promptly submit to the Contracting Officer a completed Standard Form 119 "Statement of Contingent or Other Fees."
2. Interest of Public Officials

The Offeror/Bidder represents and warrants that no employee, official, or member of the Board of County Commissioners is or will be interested or benefited directly or indirectly in this contract.
3. Covenant Against Gratuities

The Offeror/Bidder represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the County with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract. See Paragraph 3 above entitled "Interest of Public Officials."
4. Affirmative Action Compliance
 - A. The Offeror/Bidder represents as part of its offer that it has a workforce of (# of employees):
 - B. It has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it has _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
5. Certification of Independent Price Determination
 - A. By submission of this offer, the Offeror/Bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - i. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror/Bidder or with any competitor.
 - ii. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror/Bidder and will not knowingly be disclosed by the

EXHIBIT D
SPECIAL CONTRACT PROVISIONS

RFP NO. 16-001-PT

EXHIBIT 8

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Offeror/Bidder prior to the opening (In the case of an advertised procurement), directly or indirectly to any other Offeror/Bidder or to any competitor; and

iii. No attempt has been made or will be made by the Offeror/Bidder to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

B. Each person signing this offer certifies that:

i. He is the person in the Offeror/Bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to A.i through A.iii. above; or

ii. He: (i) is not the person in the Offeror/Bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A.i. through A.iii. above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to A.i. through A.iii. above.

6. Certification of Eligibility

A. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

B. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)

C. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

7. Conflict of Interest Certification

This certification is required to be completed if the solicitation is a Request for Proposal (not required for Invitation for Bids).

The prospective contractor by submission of this offer certifies that:

A. The Federal Representations and Certifications as included in this Exhibit 8 Paragraph 3 above entitled "Interest of Public Officials", have been read and understood and that they will be incorporated into any contract resulting from this solicitation. The prospective contractor further understands that the pecuniary interest in that clause includes employment relationships.

B. The prospective contractor understands the County has an internal conflict of interest policy for its employees which includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the County.

C. No employee of the firm is related to a County employee. If the prospective contractor has an employee in its firm related to a County employee, this offer must be submitted with a letter to the Contracting officer explaining the relationship and attach the letter as an Exhibit.

The requirement of this certification has been passed through to all first-tier subcontractors or subconsultants anticipated to be used at the time of the submission of my proposal.

EXHIBIT D
SPECIAL CONTRACT PROVISIONS

RFP NO. 16-001-PT

EXHIBIT 8

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SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

Prospective Contractors: After carefully reviewing the above Federal Certifications and Representations if your company is ready, willing and able to comply with all regulations as they apply to this project and as detailed in this document in Part A and B and as covered on all exhibits and attachments, please provide the following data and sign where applicable as directed in these two pages. Offers submitted by offerors/bidders with these pages blank or partially complete will be determined to be non-responsive.

***Disadvantaged Business Enterprise (DBE):** The Offeror/Bidder represents as part of its offer that:

(Mark one with an "X"): It _____ is is not a Disadvantaged Business Enterprise (DBE).

It is not a requirement that the offeror/bidder be a Certified DBE, Palm Beach County is required to account for certified DBE offerors/bidders.

If a DBE Goal has been established for this contract:

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and _____ has submitted Exhibit # 3 demonstrating good faith efforts.

***Affirmative Action Compliance:** The Offeror/Bidder represents as part of its offer that:

It has a workforce of (# of employees): _____

***Parent Company and Identifying Data**

D. The Offeror/Bidder represents as part of its offer/bid that: (Mark one with an "X"): IT IS _____; IT IS NOT owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50% of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Offeror/Bidder through the use of dominant minority voting rights, use of proxy voting, or otherwise.

E. If the Offeror/Bidder is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number:

F. If the Offeror/Bidder is owned or controlled by a parent company, it shall enter below the name and main office address of the parent company, and the parent company's Employer's Identification Number.

Name of Parent Company and Main Office Address (Include Zip and Phone):

Parent Company's Employer's Identification #: _____

**EXHIBIT D
SPECIAL CONTRACT PROVISIONS**

RFP NO. 16-001-PT

EXHIBIT 8

Page 20 of 20

AN AUTHORIZED FIRM REPRESENTATIVE MUST SIGN THIS PAGE

The Offeror/Bidder by submission of this offer/bid certifies that it has read, and understands the obligations of this contract and that it can comply with the federal regulations as they apply to this project and as detailed in the statements listed above. By signing this certifications and representations, the Offeror/Bidder's authorized representative certifies that: The firm he/she represents will comply with all the regulations and requirements as specified above; that, as related to this project, the firm will include all regulations and requirements without modifications in the contracts with subcontractors and that it has appropriate procedures to ensure compliance of the federal regulations.

WHERE THE PROSPECTIVE CONTRACTOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THE PROSPECTIVE CONTRACTOR SHOULD INDICATE THE SECTION IT IS UNABLE TO COMPLY WITH, AND ATTACH A WRITTEN EXPLANATION TO THIS OFFER AS AN EXHIBIT.

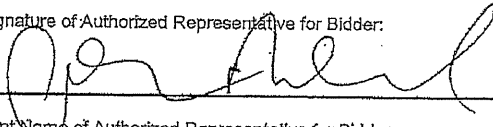
Name of Bidder And Address (Include Zip & Phone):

Fisher & Phillips LLP

200 South Orange Avenue, Suite 1100

Orlando, FL 32801

Signature of Authorized Representative for Bidder:



Print Name of Authorized Representative for Bidder:

Jeffrey E. Mandel, Regional Managing Partner

Date: 5/27/16

Offeror/Bidder MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS EXHIBIT). FAILURE TO DO SO SHALL RENDER THIS BID/OFFER NONRESPONSIVE OR UNACCEPTABLE. A FALSE STATEMENT IN ANY BID OR PROPOSAL SUBMITTED TO THE COUNTY MAY BE A CRIMINAL OFFENSE IN VIOLATION OF APPLICABLE FEDERAL AND/OR STATE LAWS.

THE FOLLOWING EXHIBITS AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER THIS BID/OFFER NONRESPONSIVE OR UNACCEPTABLE.

- Exhibit 1 - Letter of Intent
- Exhibit 2 - Schedule of DBE Participation
- Exhibit 6 - Percentage of DBE/SBE Utilization
- Exhibit 7 - Restrictions on Lobbying Certification
- Exhibit 8 - Signature Page (THIS PAGE)

Drug Free Workplace Certification

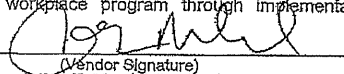
The proposer shall complete the attached Drug Free Workplace Certification Exhibit E and submit it with their proposal.

The completed Drug Free Workplace Certification follows.

FISHER & PHILLIPS LLP
www.fisherhillips.com

EXHIBIT E
DRUG FREE WORKPLACE CERTIFICATION
RFP NO. 16-001-PT
Page 1 of 1

- The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:
- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
 - (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
 - (5) Notifying Palm Beach County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
 - (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).


(Vendor Signature)
Jeffrey E. Mandel, Regional Managing Partner
(Print Vendor Name)

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 27th day of May, 2016

by Jeffrey E. Mandel
(Name of person who's signature is being notarized)

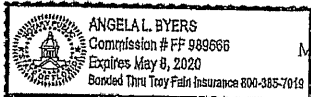
as Regional Managing Partner of Fisher & Phillips LLP
(Title) (Name of Corporation/Company),

known to me to be the person described herein, or who produced

as identification, and who did/did not take an oath.
(Type of Identification)

NOTARY PUBLIC:

(Signature) Angela L. Byers
(Print Name)



My commission expires: 05/08/2020

Non-Discrimination Policy

The proposer shall complete the attached Non-Discrimination Policy Exhibit E and submit it with their proposal.

The completed Non-Discrimination Policy Certification, and attached Fisher & Phillips Non-Discrimination Policy, follow.

FISHER & PHILLIPS LLP
www.fisherphillips.com

**EXHIBIT F
NON-DISCRIMINATION POLICY**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All vendors doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event a vendor does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such vendor shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- Vendor hereby acknowledges that it does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy and vendor hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

- Vendor hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

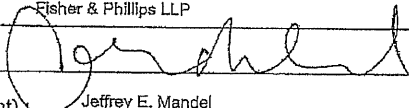
- Vendor hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Proposer hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE:

Vendor's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; or (ii) provide Palm Beach County, with the information set forth above, will render vendor non-responsive.

Vendor shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

VENDOR:

Company Name : Fisher & Phillips LLP
Signature: 
Name (type or print) : Jeffrey E. Mandel
Title: Regional Managing Partner

THE FIRST THINGS THAT YOU MUST KNOW

Some of Our Most Important Policies...

OUR CLIENT RELATIONS PHILOSOPHY

Our principal goal is client satisfaction. The Firm's clients are the most important people with whom we deal, and all of us depend on them for our jobs and our paychecks. Our clients are entitled to quality work and to courteous, attentive treatment. Never forget that they are the lifeblood of the Firm, and we must be responsive to their needs. In fact, in our marketing brochure, the Firm has made the following commitment to our clients:

We place a high priority on responsiveness to our clients' needs. We recognize that many labor and employment problems arise without much prior warning and require an immediate response. We return calls quickly; we have systems in place to locate attorneys who are out of the office or to provide a backup attorney who can respond immediately; and the attorneys who are principally responsible for a client are accessible around the clock in case an emergency arises.

For this reason, if you are contacted by one of our clients, you should always make sure you 1) determine the urgency of the client's problem when he or she is calling for an attorney; and 2) recognize the importance of meeting the deadline to which we have committed. It takes a team effort from both the support staff and the attorneys to serve the needs of our clients.

OUR EMPLOYEE RELATIONS PHILOSOPHY

The Firm is dedicated to maintaining an excellent employee relations program. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement.

Over the years, the Firm has earned a fine reputation in the legal community. We know that our reputation is a direct result of the loyalty, commitment, and continued efforts of our employees.

EQUAL EMPLOYMENT OPPORTUNITY ("EEO")

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including but not limited to selection, hiring, assignment, re-assignment, promotion, transfer, and compensation. Equal Employment Opportunity principles also apply to discipline and termination. Our Firm prohibits discrimination, harassment, or retaliation in employment based on race; color; religion; national origin; sex; age; disability; citizenship status; Vietnam Veteran's Status; or any other category protected by applicable federal, state, or local law. Violation of this policy may result in disciplinary action, up to and including immediate termination.

NO HARASSMENT POLICY

FISHER & PHILLIPS LLP does not tolerate the harassment of employees or applicants. Any form of harassment relating to an individual's race; color; religion; national origin; sex (including same sex); age; disability; citizenship status; Vietnam Veteran's Status; or any other category protected by applicable federal, state, or local law is a violation of this policy and will be treated as a disciplinary matter.

Violation of this policy may result in disciplinary action, up to and including immediate termination.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please ask your Supervisor. At a minimum, the term "harassment" as used in this policy includes:

- Offensive remarks, comments, jokes, slurs, or verbal conduct pertaining to an individual's race; color; religion; national origin; sex (including same sex); age; disability; citizenship status; Vietnam Veteran's Status; or any other category protected by applicable federal, state, or local law;
- Offensive pictures, drawings, photographs, or other graphic images, conduct, or communications, including e-mail, faxes, and copies pertaining to an individual's race; color; religion; national origin; sex (including same sex); age; handicap; citizenship status; Vietnam Veteran's Status; or any other category protected by applicable federal, state, or local law;
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and/or
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

Our policy also prohibits retaliation, which includes threatening an individual or taking adverse action against an individual for reporting a possible violation of this policy or for participating in an investigation conducted under this policy.

Our attorneys and managers are covered by this policy and they are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No attorney or member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual's entering into (or refusing to enter into) a personal relationship with the attorney or manager, or by tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Non-employees are also covered by this policy. Harassment, discrimination, or retaliation against our employees in connection with their work by non-employees is prohibited and should be reported. Likewise, this policy prohibits harassment, discrimination, or retaliation by our employees against any non-employee. Any employee who experiences or observes such harassment, discrimination, or retaliation should report it using the steps listed below:

COMPLAINT PROCEDURE

If you believe that our No Harassment Policy may have been violated, you should immediately report the matter as outlined in this policy and in the "Problem-Solving Procedure" below.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem.

We will investigate the report and then will take prompt, appropriate, remedial action. We will protect the confidentiality of employees reporting suspected violations of this policy to the extent possible, consistent with a fair investigation.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that may violate this policy.

We are serious about enforcing our policy against harassment. Anyone who violate this or any other Firm policy is subject to discipline, up to and including immediate termination.

We cannot address a policy violation or resolve a potential problem unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

PROBLEM-SOLVING PROCEDURE

Most of us have had a question or problem concerning our job at one time or another. If there is something about your job that is bothering you, let's get it out in the open and discuss it. We cannot answer your question or solve your problem unless you tell us about it.

Our "Problem-Solving Procedure" offers all employees the freedom to discuss anything they wish with the Firm. Whenever you have a problem, it can usually be resolved by following these steps:

1. First, discuss any concern with your Supervisor. Very often, your Supervisor is in the best position to handle your problem satisfactorily.
2. If you are not satisfied after you talk with your Supervisor, or if you feel that you cannot talk to your Supervisor, you should speak to Human Resources.
3. If you are not satisfied after you have talked with Human Resources, or if you feel you cannot talk to Human Resources, you should speak to the COO.
4. If you still feel the need to speak to other members of management, you may contact the Chairman.

In the event you have a problem, but because of the nature of the problem, you cannot follow the steps in this procedure, you may go directly to Step 3 or 4 of this procedure – to the

COO or the Chairman. The COO and the Chairman are available for advice and assistance in solving your problem at any time.

You should follow this procedure if you believe that our Equal Employment Opportunity Policy relating to discrimination, No Harassment Policy, or any other Firm policy may have been violated. You also should follow this procedure if you need a reasonable accommodation to allow you to perform the essential functions of your job.

When you inform us of a concern or problem, we will try to answer you as soon as practical under the circumstances. In situations where a concern involves the behavior of another employee, the Firm considers the substance of related investigations, counseling, and any discipline to be highly confidential. In such situations, you should not assume the absence of feedback means the Firm failed to act. If you were the subject of such action, you would expect the Firm to be discrete and respect your privacy and reputation as well.

ALTERNATIVE DISPUTE RESOLUTION PROGRAM

We recognize that there may be a circumstance where an employee is simply not satisfied with the Firm's final resolution of his or her problem. To promote the just, speedy, and inexpensive resolution of any unresolved legal disputes between the Firm and an employee, any dispute of a legal nature (i.e., a dispute arising under federal, state, or local law) will be submitted to final and binding arbitration. Since our procedure can be completed in six months or less and is typically much less expensive than a court action which can take years, we consider this program to be a significant benefit to our employees and to the Firm.

Significantly, our procedure uses the same law as a state or federal court. This means that the arbitrator will have the same authority as a court and the parties will have the same legal rights that they would have had in court. The main difference between the Firm's dispute resolution program and traditional litigation is that an experienced judge or well-rated attorney decides the dispute, instead of a jury. Both sides select the arbitrator by taking turns crossing names off a list of neutral candidates. The last one left is the person who the employee and the Firm agree is best able to decide the dispute fairly.

In our procedure, the Firm pays the entire fee of the arbitrator rather than splitting it. If you decide to have an attorney present, it will be at your own expense. You do not have to hire an attorney if you do not want to.

All in all, we firmly believe that this process best serves employees and the Firm. We hope that we do not have to use it but it is available if necessary.

The dispute resolution program and agreement is addressed in detail at the back of this Handbook.

DRUGS AND ALCOHOL

The Firm, as a condition of consideration for initial employment and as a condition of continued employment, prohibits employees from reporting to work or performing their duties with any unlawful drugs in their systems. Employees are also prohibited from using,

possessing, manufacturing, distributing, or making arrangements to distribute unlawful drugs while at work, off-site at training or meetings, on Firm or client property (including in personal vehicles onsite), or during lunch or breaks. Further, the Firm prohibits all unlawful drug use, possession, or distribution, whether on or off duty. Finally, the Firm also prohibits the abuse or misuse of prescription and over-the-counter medications.

The Firm also restricts the use of alcohol and prohibits employees from reporting to work or performing their duties under the influence of alcohol. "Under the influence" is defined as a blood alcohol level of .05 or higher.

To enforce this policy, the Firm may, at any time where lawful, require as a condition of employment, any employee to submit to a physical examination and/or a urine, breath, blood or other type of test to determine the presence of drugs or alcohol in his or her system. The possible occasions for drug and alcohol testing include, but are not limited to:

1. when the Firm has a reasonable suspicion that an employee has violated the Drugs and Alcohol Policy;
2. when an employee suffers an on-the-job reportable injury or is involved in an accident; and/or
3. when an employee seeks a transfer or promotion, or returns from a suspension or a leave of absence.

Violations of this policy include:

1. a test indicating alcohol impairment ("under the influence") or the presence of unlawful drugs in an employee's system;
2. refusal to cooperate with the Firm in any test, search or investigation, or failure to execute, without alteration, any paperwork or consent forms necessary for examinations or tests;
3. possession of, distribution of, or consumption of unlawful or abused drugs, unauthorized alcohol, or drug paraphernalia;
4. tampering with or adulterating a test sample, or providing an otherwise unsatisfactory test sample; and/or
5. unlawful alcohol or drug-related conduct on or off duty.

Violation of our policy will result in discipline up to and including immediate discharge of current employees or disqualification of an applicant.

Employees who refuse to submit to a test or who test positive (or otherwise provide an unsatisfactory test sample) for alcohol or unlawful drugs may be disqualified for unemployment compensation benefits. Employees who refuse to submit to a test, or test positive (or otherwise provide an unsatisfactory test sample) for alcohol or unlawful drugs following a workplace injury may be disqualified for workers' compensation benefits.

This policy does not prohibit the proper use of prescribed medication, but employees must notify their Supervisor when they are legitimately taking medication which may affect the safe performance of their job. Any prescription medication brought onto Firm or client property must be retained in its original container labeled with the names of the employee and the prescribing physician. No employee may take another person's medication. The law, and this policy, treats the misuse of prescription medication and/or over-the-counter medications as unlawful drug use.

If you choose to drink alcohol at a Firm sponsored function, we expect that you will drink in moderation and remain professional and appropriate in demeanor. If there is any chance that you are impaired, you must not drive. If you cannot ride home with a friend or a co-worker, you should take a taxi and the Firm will reimburse you for this expense.

EXHIBIT G
DISCLOSURE OF OWNERSHIP
INTEREST
RFP NO. 16-001-PT

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

STATE OF FLORIDA
COUNTY OF PALM
BEACH

BEFORE ME, the undersigned authority, this day personally
Jeffrey E. Mandel appeared, hereinafter referred to as "Affiant," who being by me first duly sworn,
under oath, deposes and states as follows:

1. Affiant appears herein as: an individual or the Regional Managing Partner of Fisher & Phillips LLP [position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 200 South Orange Avenue, Suite 1100, Orlando, FL 32801

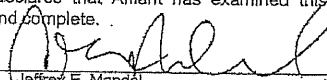
3. Attached hereto as Exhibit "H" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

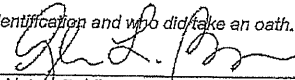
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.


Jeffrey E. Mandel, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 27th day of May, 2016, by Jeffrey E. Mandel, [X] who is personally known to me or [] who has produced

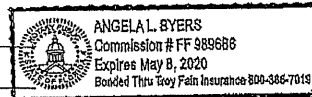
as identification and who did take an oath.


Notary Public
Angela L. Byers

(Print Notary Name)

State of Florida at Large

My Commission Expires: 05/08/2020



3.7 Amendments to the RFP

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

There are no amendments to the RFP.

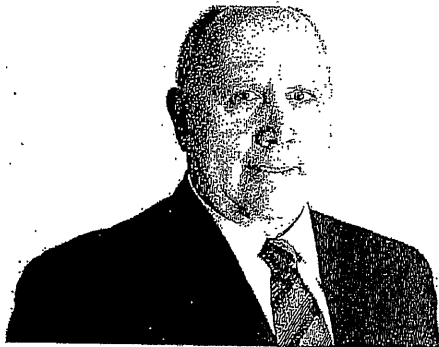
FISHER & PHILLIPS LLP
www.fisherhillips.com

3.8 Additional Information

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

Professional biographies referenced in Section 3.2 follow.

FISHER & PHILLIPS LLP
www.fisherphilips.com



JEFFREY E. MANDEL

Regional Managing Partner, Orlando
jmandel@fisherphillips.com

Orlando
t: 407.541.0850
f: 407.541.0887

Jeff Mandel is the managing partner of the firm's Orlando office. With nearly 30 years of experience, he has developed a reputation for being a strong and effective counselor and advocate for private and public-sector employers in all aspects of employment and traditional labor law.

Jeff partners with employers to solve their employment-related issues including: employment discrimination and retaliation, civil rights, disabilities, family and medical leave, military leave, employment policies, employment agreements, and statutory compliance. He also represents employers in employment-related litigation before the state and federal courts and administrative agencies (including American Arbitration Association (AAA), Federal Mediation and Conciliation Service (FMCS), and Financial Industry Regulatory Authority (FINRA) arbitrations) involving claims including discrimination, retaliation, wrongful discharge, breach of contract, and state and federal statutory claims.

Jeff, who has served as a contributing editor of the American Bar Association's (ABA) publication, *The Fair Labor Standards Act*, has extensive experience providing employers with practical advice and counseling on wage and hour matters. Additionally, he regularly defends employers in both single-plaintiff and collective overtime and minimum wage actions.

Having begun his legal career as a hearing officer and staff attorney with the Florida Public Employees Relations Commission (PERC), Jeff has decades of experience representing employers in traditional

PRACTICES

Arbitration
Collective Bargaining
Labor Management Relations
Local Government and Municipality Labor Relations
Civil Rights Litigation
Employment Discrimination and Related Litigation
Fair Labor Standards Act
Labor Relations
Class and Collective Actions

EDUCATION

University of Florida College of Law
J.D. 1986
University of Florida
B.A. 1982

BAR ADMISSIONS

Florida

COURT ADMISSIONS

U.S. Supreme Court
U.S. Court of Appeals for the Eleventh Circuit



Jeffrey E. Mandel

labor matters, including labor arbitrations and proceedings before the National Labor Relations Board (NLRB) and the Florida PERC. He has also served as the lead negotiator and/or management team resource for over 100 collective bargaining agreements.

Jeff is Board Certified by the Florida Bar in Labor and Employment law. In 2013, he was inducted as a Fellow into The College of Labor & Employment Lawyers. Election as a Fellow is the highest recognition by an attorney's colleagues of sustained outstanding performance in the profession.

U.S. District Court for the Middle District of Florida
U.S. District Court for the Northern District of Florida
U.S. District Court for the Southern District of Florida
Florida Supreme Court

Honors & Awards

- Inducted as a Fellow into The College of Labor & Employment Lawyers
- "AV" Peer Review Rated by Martindale-Hubbell
- *Best Lawyers in America* since 2001
- *Chambers USA, America's Leading Business Lawyers* since 2006
- *Who's Who Legal USA— Management Labor & Employment*
- *Orlando Business Journal's "Best of the Bar"*
- *Florida Trend's "Legal Elite"*
- *Florida Super Lawyers* since 2006

Professional Activities

- Member, Executive Council, Florida Bar Labor & Employment Section (2001-2007)
- Orange County Bar Association
- Florida Bar Labor & Employment Section
- American Bar Association Labor & Employment Section
- Member, Executive Council, Federal Bar Association Labor & Employment Section

Community Activities

- Board Member, Kids House of Seminole



- Board Member, Seminole County Regional Chamber of Commerce

News

Forty-Four Fisher Phillips Attorneys Ranked Among Top in Chambers USA 2016
5.27.16

Eighty-Four Fisher Phillips Attorneys Selected to The Best Lawyers in America 2016
8.17.15

Forty-Four Attorneys Ranked Among Top in Chambers USA 2015
5.19.15

Eighty-Five Fisher Phillips Attorneys Selected to The Best Lawyers in America 2015
8.18.14

Fisher Phillips' Mandel Inducted as Fellow in Prestigious College of Labor and Employer Lawyers
6.27.13

Fourteen Fisher Phillips Attorneys Named to Florida Super Lawyers List
6.12.13

Lockheed Missiles Unit, Union Agree On New Contract With Bonuses, Raises
5.22.12

Economy Warms a Bit, But Some Holiday Office Parties Stay on Ice
12.19.11

Five Top Orlando Attorneys Join Fisher Phillips
Labor & Employment Lawyers From Akerman Senterfitt Join National Boutique
9.4.07

Seminars & Speaking Engagements

Employment Law Lunch and Learn
2.3.14

Bureaucracy Gone Wild: An Equal Employment Opportunity Commission Update - Orlando, FL
5.19.11

Employment Law Workshop - Orlando, FL
3.4.11

- Keeping the Feds Off Your Doorstep (ADA, ADEA, EEO, FLSA, etc.) -- Webinar
7.8.15



Jeffrey E. Mandel

- Why the NLRB is Still Snooping Around Your Employee Handbook – Orlando, FL
4.1.15
- The Changing Landscape of Pregnant Workers' Rights – Orlando, FL
4.1.15
- Labor v. Management Debate: Body Cameras for Law Enforcement Officers and Other Matters – Orlando, FL
2.10.15
- Pregnancy and Other Non-Work Incapacities: Predicting the Future of Accommodations and Discrimination – Orlando, FL
1.15.15
- Mock Labor Arbitration – Orlando, FL
10.24.14
- Social Media: The Newest Employment Battleground – Melbourne, FL
9.24.14
- Hot Button Issues In Employment Law: Hiring and Termination Strategies – St. Petersburg, FL
9.13.14
- Telecommuting and Electronic Signatures – Marco Island, FL
7.15.14
- If A Stripper Is Not An Independent Contractor, Who Is? – Orlando, FL
5.13.14
- Taking the Bully by the Horns: Understanding and Preventing Workplace Bullying – Orlando, FL
5.13.14
- ADA Revamped & Ready Under the ADAAMA: Best Practices From An Employer's Perspective – Orlando, FL
4.24.14
- Managing Within Your Policies and the Law – Ocala, FL
3.18.14
- Updates to the Rule Book – Melbourne, FL
2.21.14
- Protected Concerted Activity: Social Media and Beyond – Orlando, FL
2.12.14
- Wine and Weapons: What Every Corporate Counsel Needs to Know About Guns and Alcohol in the Workplace and at Corporate Events – Orlando, FL
1.23.14



Articles

5 Tips for Managing Politics in the Workplace
3.23.14

'Tis the Season for Raucous Holiday Office Parties: 6 Tips to Avoid Being Sued
12.8.15

6 Tips to Keep the HR Grim Reaper Out of Your Office this Halloween
10.27.15

A Generational Divide? 5 Ways to Manage Boomers and Millennials in the Workplace
5.21.15

March Madness: 5 Reasons Office Pools Could Land Your Firm in Hot Water
3.17.15

5 Ways To Prevent Workplace Bullying
8.7.14

5 After-Work Activities That Could Cost You Your Job
7.23.14

How To Design A Summer Dress Code That Keeps Employees Cool And Professional
7.2.14

Legal Alerts

Federal Court Rules Against Employers on Florida's Guns-at-Work Law
7.30.08



BENTON N. WOOD

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Orlando
t 407.541.0851
f 407.541.0887

Benton Wood is a partner in the firm's Orlando office. He represents private and public sector employers in all aspects of employment and labor law.

Benton specializes in employment law litigation and has litigated a multitude of employment-related claims on behalf of management, including: sex discrimination, race discrimination, age discrimination, national origin discrimination, disability discrimination, unlawful retaliation, Family and Medical Leave Act (FMLA) violations, Fair Labor Standards Act (FLSA) violations, Equal Pay Act (EPA) violations, Whistle-blower retaliation, workers' compensation retaliation, civil rights violations (including violations of the 1st, 4th and 14th Amendments to the U.S. Constitution), unpaid wage violations, breach of employment contracts, breach of settlement agreements, defamation, invasion of privacy, assault, battery, false imprisonment, intentional infliction of emotional distress, and negligent hiring.

Benton also has extensive experience representing public and private sector employers throughout Central Florida in employment arbitrations conducted under the rules of the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), the National Association of Securities Dealers (NASD) and the Florida Arbitration Code.

Benton represents management in other labor matters, including labor negotiations, impasse proceedings and unfair labor practice litigation with the State of Florida Public Employees Relations

PRACTICES

- Appellate Practice
- Civil Rights Litigation
- Employee Defection and Trade Secrets
- Employment Discrimination and Related Litigation
- Jury Trials
- Labor and Employment Litigation
- Labor Arbitration
- Non-Competition and Trade Secrets Agreements

EDUCATION

- University of Miami School of Law
- J.D. 1992, cum laude
- University of Florida
- B.S. 1985

BAR ADMISSIONS

- Florida

COURT ADMISSIONS

- U.S. Court of Appeals for the Eleventh Circuit
- U.S. District Court for the



Commission (PERC).

Experience

Benton has been lead counsel in approximately 50 jury trials, approximately 75 labor arbitrations, more than 100 non-jury/bench trials and approximately 50 appeals.

Middle District of Florida
U.S. District Court for the
Northern District of Florida
U.S. District Court for the
Southern District of Florida
Florida District Courts of
Appeal

Reported Cases

- *Kemp v. Volusia County, et. al.*, 764 So.2d 770 (Fla. 5th DCA 2000) (prevailed on appeal post-trial)
- *Bailey v. Volusia County*, 221 F.3d 1355 (11th Cir. 2000) (summary judgment in favor of employer affirmed on appeal)
- *Winston v. City of Daytona Beach*, 2003-30890-CICl (Fla. 7th Jud. Cir.) (summary judgment in favor of employer)
- *Torres v. City of Orlando*, 16 Fla.L. Weekly Fed. D306 (M.D. Fla. 2003) (summary judgment and award of attorneys fees vs plaintiff and her attorney)
- *Battan v. City of Daytona Beach*, 869 So.2d 568 (Fla. 5th DCA 2004) (summary judgment in favor of employer affirmed on appeal)

Honors & Awards

- Board Certified by the Florida Supreme Court in Labor & Employment Law (2001-present)
- "AV" Peer Review Rated by *Martindale-Hubbell*
- *The Best Lawyers in America* (2009-present)
- *Florida Super Lawyers* (2006-10)
- *Orlando Magazine*, Orlando's Best Lawyers (2010)
- *Orlando Home & Leisure Magazine*, Orlando's Top Lawyers (2011)

Professional Activities

- Former Preseident, Central Florida Credit Association



Community Activities

- Volunteer, Youth Coach for YMCA,
- Volunteer, East Orange Little League
- Volunteer, Pop Warner
- Volunteer, FBVA
- Volunteer, Orange County Recreation Center

News

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8.17.15

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6.12.13

Five Top Orlando Attorneys Join Fisher Phillips
Labor & Employment Lawyers From Akerman Senterfitt Join National Boutique
9.4.07

Seminars & Speaking Engagements

How to Conduct Workplace Investigations – Orlando, FL
8.27.12

Articles

5 Tips for Conducting Fair Workplace Investigations
8.11.15.



DAVID A. YOUNG

Partner, Orlando
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Orlando
T 407.541.0854
F 407.541.0887

David Young is a partner in the firm's Orlando office. He represents private and public sector employers in all aspects of employment and traditional labor law.

David advises clients on employment issues including: employment discrimination and retaliation, litigation avoidance, family and medical leave, wage and hour matters, military leave, privacy issues, employment policies, federal contractor compliance issues, and non-competition/non-solicitation and trade secret agreements.

David's practice includes defending employers in litigation before state and federal courts as well as representing employers before the National Labor Relations Board (NLRB), the U.S. Department of Labor (USDOL), the Equal Employment Opportunity Commission (EEOC), the Florida Public Employees Relations Commission (PERC), and other federal, state, and local administrative agencies enforcing laws and regulations governing employment discrimination, collective bargaining, union representation, unfair labor practices, wages and hours of work, and whistleblowers.

David was listed in *Florida Trend's "Legal Elite"* in 2007 as one of Florida's "Up and Coming" attorneys. He has been listed in *Florida Super Lawyers - Rising Stars* since 2009.

Professional Activities

- Member, Florida Bar Labor & Employment Law Section

PRACTICES

Employment Discrimination and Harassment
Wage and Hour Law
Whistleblower Actions
Personnel Policies
Labor and Employment Litigation
Unfair Competition and Trade Secrets Litigation
Employee Defection and Trade Secrets
Affirmative Action and Federal Contract Compliance

EDUCATION

University of Florida College of Law
J.D. 2001
University of Florida
B.A. 1994

BAR ADMISSIONS

Florida

COURT ADMISSIONS

U.S. Court of Appeals for the Eleventh Circuit



David A. Young

News

Fisher Phillips Elects Four New Partners
Labor and Employment Attorneys Represent Various Regions
1.4.10

Five Top Orlando Attorneys Join Fisher Phillips
Labor & Employment Lawyers From Akerman Senterfitt Join
National Boutique
9.4.07

U.S. District Court for the
Middle District of Florida
U.S. District Court for the
Northern District of Florida
U.S. District Court for the
Southern District of Florida
Florida Supreme Court

Seminars & Speaking Engagements

Employment Law Lunch and Learn
2.3.14

Bureaucracy Gone Wild: An Equal Employment Opportunity
Commission Update - Orlando, FL
5.19.11

ON THE FRONT LINES OF WORKPLACE LAW SM

www.fisherphillips.com



CARYN DIAMOND SHAW

Associate, Orlando
cshaw@fisherphillips.com



Caryn Diamond Shaw is an associate in the firm's Orlando office. Caryn devotes her practice to all aspects of labor and employment law. Caryn regularly counsels local, regional and national companies in regard to compliance with state and federal employment laws.

She has litigation experience in a wide array of employment disputes, including workplace discrimination and harassment, wage and hour, and trade secrets and restrictive covenants. Caryn has successfully obtained injunctive relief for clients seeking to enforce restrictive covenants and protect trade secrets.

When necessary, Caryn has also successfully defeated competitors' requests for injunctive relief. Caryn has litigated before state and federal courts, administrative agencies, and arbitration forums, including Federal Mediation and Conciliation Service (FCMS), American Arbitration Association (AAA), and the Financial Industry Regulatory Authority (FINRA).

Her work also includes counseling employers on such issues as wage and hour, employee discipline and discharge, handbook development and employee policy violations, anti-discrimination and anti-harassment, and non-compete agreements, non-disclosure agreements, and non-solicitation agreements, and litigation avoidance and compliance.

Caryn conducts on-site executive and employee trainings and regularly speaks to national organizations, business and professional associations, industry groups and individual employers.

PRACTICES

- Appellate Practice
- Employee Defection and Trade Secrets
- Employment Discrimination and Harassment
- Employment Law Training
- Employment Practices Liability Insurance
- Litigation of Employment Disputes
- Non-Competition and Trade Secrets Agreements
- Wage and Hour Law

EDUCATION

- University of Florida College of Law
J.D. 2007, Book Awards in Estates and Trusts and Trial Practice
- University of Georgia
B.A.J. and B.A. 2003

BAR ADMISSIONS

- Florida

COURT ADMISSIONS

- U.S. Court of Appeals for the



She previously served as a judicial intern for the Third District Court of Appeal in Miami, Florida and the 8th Judicial Circuit Court Probate Division in Gainesville, Florida. Caryn has also been listed in *Florida Super Lawyers - Rising Stars* since 2013.

Experience

- Caryn obtained a temporary injunction against a former employee for violating his non-competition, non-solicitation, and non-disclosure agreement.
- Caryn prevailed on summary judgment in an FLSA overtime case, successfully arguing the plaintiff was an independent contractor.

Professional Activities

- Vice Chair, Orange County Bar Association Insurance Law Committee

Community Activities

- Board of Directors, Daytona Beach Jewish Heritage Festival (2008-2010)
- Board of Directors, American Lung Association (2010)

News

Eight Attorneys Included in Florida Super Lawyers, Rising Stars
6.11.15

Fourteen Fisher Phillips Attorneys Named to Florida Super Lawyers List
6.12.13

- CFFPA Seminar: Employment Law Back to Basics

Eleventh Circuit
U.S. District Court for the Middle District of Florida
U.S. District Court for the Northern District of Florida
U.S. District Court for the Southern District of Florida
Florida Supreme Court
Florida District Courts of Appeal



RENATA L. SOBRAL

Associate, Orlando
rsobral@fisherphillips.com

Orlando
T 407.541.0857
F 407.541.0887

Renata Sobral is an associate in the firm's Orlando office. Her practice involves representation of employers in employment discrimination and harassment, litigation of employment disputes, retaliation and wrongful termination and wage and hour litigation.

Renata's experience prior to joining Fisher Phillips included working as an associate in a law firm handling mass tort subrogation litigation, and as an attorney conducting foreign language electronic discovery.

During law school, she was a member of the Political and Civil Rights Law Review, and served as a judicial intern to the Honorable Cynthia M. Rufe in the Eastern District of Pennsylvania.

Renata is fluent in Portuguese and proficient in Spanish.

PRACTICES

Employment Discrimination and Harassment

Litigation of Employment Disputes

Retaliation and Wrongful Termination

Wage and Hour Law

EDUCATION

Temple University, Beasley School of Law

J.D. 2013, cum laude

University of Miami

B.A. 2009, cum laude

BAR ADMISSIONS

Florida

New Jersey

Pennsylvania

Disclaimer

This proposal and any information contained within should not be construed as legal advice, nor should past performance be construed as a guarantee of future results. It is produced as a proposal for legal representation in response to a specific solicitation by Palm Tran. Any proprietary information contained in this proposal is the property of Fisher & Phillips LLP and is to be used only to evaluate our firm in connection with this particular matter.

FISHER & PHILLIPS LLP
www.fisherphillips.com

**FIRST AMENDMENT
TO CONTRACT FOR LABOR NEGOTIATION SERVICES
BY AND BETWEEN PALM BEACH COUNTY
AND FISHER & PHILLIPS LLP
(R2016-1407)**

THIS FIRST AMENDMENT TO THE CONTRACT FOR LABOR NEGOTIATION SERVICES 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 "COUNTY"), and the law firm of Fisher & Phillips, LLP, a limited liability partnership authorized to do business in the State of Florida, (hereinafter referred to as "CONTRACTOR"), whose Federal Tax Identification Number is 58-0619559, is made and entered into this _____ day of _____, 2018.

WHEREAS, on September 27, 2016, the parties entered into that certain agreement for the provision of labor negotiation services (referred to herein as the "Contract"); and

WHEREAS, the parties have determined that the Contract should be modified to increase the not to exceed amount as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and CONTRACTOR agree as follows:

1. The first paragraph of Article 4) – PAYMENTS TO CONTRACTOR, is amended to provide as follows:

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One-Hundred and Twenty-Five Thousand Dollars (\$125,000), inclusive of the maximum amount authorized for fees and reimbursable expenses and costs as specified in this article.
2. Except as amended herein, all other terms and conditions of the Contract are hereby confirmed and shall remain unchanged and in full force and effect.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have made and executed this First Amendment as of the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

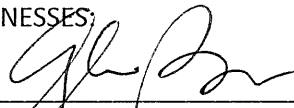
PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONER:

By: _____
Deputy Clerk

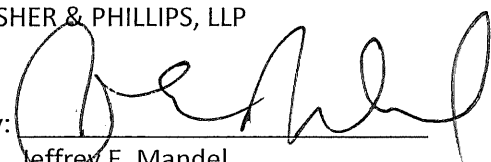
By: _____
Melissa McKinlay, Mayor

WITNESSES:

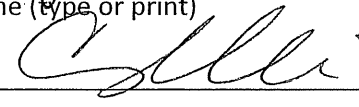
FISHER & PHILLIPS, LLP

By: 

Angela Byers
Name (type or print)

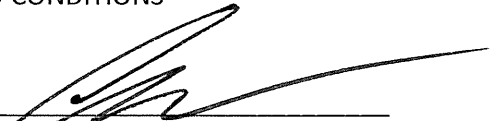
By: 

Jeffrey E. Mandel
Orlando Managing Partner

By: 

Cheryl L. Lima
Name (type or print)

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Clinton B. Forbes
Executive Director, Palm Tran

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney