

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	\$75,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$75,000				
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

Is Item Included in Proposed 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: Carol Richmond 8/5/19
 Carol Richmond, Interim Director of Administrative Services

III. REVIEW COMMENTS:

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

<p><u>Ralegh Dawa 8/22/19</u> OFMB 8/22</p>	<p><u>Ann S. Javelin 8/29/19</u> Contract Dev & Control 8/29/19</p>
---	---

B. Legal Sufficiency

[Signature] 8/29/19
 Assistant County Attorney

C. Other Department Review

 Department Director

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

**SECOND AMENDMENT
TO CONTRACT FOR LABOR NEGOTIATION SERVICES
BY AND BETWEEN PALM BEACH COUNTY
AND FISHER & PHILLIPS LLP
(R2016-1407, R2018-0599)**

THIS SECOND 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 Commissioner, (hereinafter referred to as the "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 the "CONTRACTOR"), whose Federal Tax Identification Number is 58-0619559, is made and entered into as of this _____ day of _____, 2019.

WITNESSETH:

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 First Amendment to the Contract, dated April 10, 2018, amended the first paragraph of ARTICLE 4 - PAYMENTS TO CONTRACTOR to increase the authorized not-to-exceed total contract amount by Fifty Thousand Dollars and no cents (\$50,000.00); and

WHEREAS, the parties desire to exercise the first option for renewal of the Contract for the period October 1, 2019, through September 30, 2020; and

WHEREAS, the parties desire to modify the first paragraph of ARTICLE 4 – PAYMENTS TO CONTRACTOR, as previously amended, to increase the authorized not-to-exceed total contract amount by Seventy-Five Thousand Dollars and no cents (\$75,000.00); and

WHEREAS, pursuant to Section. 287.135, F.S, the CONTRACTOR must certify that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to Section 215.4725, F.S.

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

1. ARTICLE 3 - SCHEDULE is hereby amended to read as follows:

The CONTRACTOR shall commence services on October 1, 2016, and complete all services by September 30, 2020. CONTRACTOR hereby grants to COUNTY the option to renew this Contract for one (1) additional one (1) year period at the sole discretion of the COUNTY at the price, terms and conditions established herein. In the event the COUNTY shall elect to exercise the option granted hereunder, it shall notify CONTRACTOR of such election no less than ten (10) days prior to the expiration date of the then current term of the Contract.

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

2. First paragraph of ARTICLE 4 – PAYMENTS TO CONTRACTOR, is hereby amended to read 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 Two Hundred Thousand Dollars and no cents (\$200,000.00), comprised of One Hundred Twenty-Five Thousand Dollars and no cents (\$125,000.00) for the period October 1, 2016, through September 30, 2019, inclusive of the maximum amount authorized for fees and reimbursable expenses and costs as specified in this article, and Seventy-Five Thousand Dollars and no cents (\$75,000.00) for the renewal period October 1, 2019 through September 30, 2020, inclusive of the maximum amount authorized for fees and reimbursable expenses and costs as specified in this article. Pricing during the renewal period shall be consistent with the Fee Schedule established in Exhibit B to the Contract for Year 4.

3. ARTICLE 23 – NON-DISCRIMINATION is deleted in its entirety and replaced with the following:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic

information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the firm from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

4. ARTICLE 27 – SCRUTINIZED COMPANIES is deleted in its entirety and replaced with the following:

ARTICLE 27 - SCRUTINIZED COMPANIES

A. As provided in Section 287.135, F.S., 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, F.S.

B. When contract value is greater than \$1 million: As provided in Section 287.135, F.S., 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 Section 215.473, F.S., 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 Section 287.135, F.S. Said certification must also be submitted at the time of Contract renewal, if applicable.

5. All other provisions of said Contract, dated September 27, 2016, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
6. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this SECOND AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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

ATTEST:
Sharon R. Bock
CLERK & COMPTROLLER


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

By: _____
Deputy Clerk

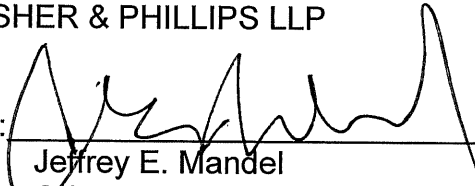
By: _____
Mack Bernard, Mayor

WITNESSES:

FISHER & PHILLIPS LLP



Signature

By: 

Jeffrey E. Mandel
Orlando Managing Partner

Lorraine Kyser

Name (type or print)




Signature

Angela Byers


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

Attachment 2
Page 1 of 2

**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)

Attachment 2
Page 2 of 2

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

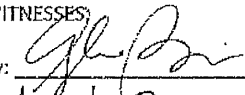
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

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

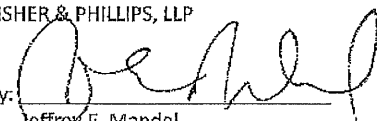
By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

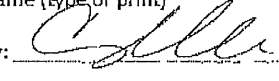
WITNESSES:

By: 

Angela Byers
Name (type or print)

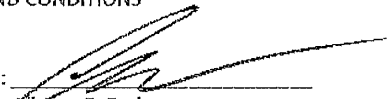
FISHER & PHILLIPS, LLP
By: 

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