

II. FISCAL IMPACT ANALYSIS

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A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County					
NET FISCAL IMPACT					
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

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

Budget Account No:

Fund 1340 Department 540 Unit 5160 Object 3125

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

No fiscal impact

C. Departmental Fiscal Review: Barbara Kelly for
Jeremy Baker, Director of Administrative Services

III. REVIEW COMMENTS:

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

Lux Martin 11/30/21
11/30/21 OFMB JA 11/30/21

J. J. Jaworski 12/15/21
Contract Dev. & Control
12-15-21 *TW*

B. Legal Sufficiency


Assistant County Attorney

C. Other Department Review

Department Director

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

**FIFTH AMENDMENT
TO CONTRACT FOR LABOR NEGOTIATION SERVICES
BY AND BETWEEN PALM BEACH COUNTY
AND FISHER & PHILLIPS, LLP
(R2016-1407, R2018-0599, R2019-1401, R2020-1394)**

THIS FIFTH 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 Commissioners, (hereinafter referred to as the "COUNTY"), and 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 _____, 2021.

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 Second Amendment to the Contract, dated September 10, 2019, amended ARTICLE 3 – SCHEDULE to exercise the first option for renewal for the period October 1, 2019, through September 30, 2020, amended the first paragraph of ARTICLE 4 - PAYMENTS TO CONTRACTOR to increase the authorized not-to-exceed total contract amount by Seventy-Five Thousand Dollars and no cents (\$75,000.00), and revised ARTICLE 23 – NON-DISCRIMINATION and ARTICLE 27 – SCRUTINIZED COMPANIES; and

WHEREAS, the Third Amendment to the Contract, dated September 15, 2020, amended ARTICLE 3 – SCHEDULE to exercise the second option for renewal of the Contract for the period October 1, 2020, through September 30, 2021 (final renewal), amended the first paragraph of ARTICLE 4 - PAYMENTS TO CONTRACTOR to extend the authorized not-to-exceed total contract amount of Seventy-Five Thousand Dollars and

no cents (\$75,000.00) for the period October 1, 2019, through September 30, 2020 to also fund the second option for renewal period October 1, 2020, through September 30, 2021, deleted ARTICLE 31 – E-VERIFY in its entirety and replaced it with ARTICLE 31 - E-VERIFY - EMPLOYMENT ELIGIBILITY, and added ARTICLE 34 – COUNTERPARTS; and

WHEREAS, the Fourth Amendment to the Contract, dated September 15, 2020, amended ARTICLE 3 - SCHEDULE to extend the term of the Contract for the period October 1, 2021, through December 31, 2021, and amended the first paragraph of ARTICLE 4 - PAYMENTS TO CONTRACTOR to extend the current authorized not-to-exceed total contract amount of Seventy-Five Thousand Dollars and no cents (\$75,000.00) for the period October 1, 2019, through September 30, 2020 to also fund the second option for renewal period October 1, 2020, through September 30, 2021, and the extension period October 1, 2021, through December 31, 2021, at the same fees for all services and materials as provided in the Fee Schedule established in Exhibit B to the Contract for Year 5; and.

WHEREAS, the CONTRACT, including all option and extension periods, will expire on December 31, 2021; and

WHEREAS, the parties desire to extend the term of the Contract for the period January 1, 2022, through April 30, 2022, to achieve the following:

1. Provide additional time for the Contractor to complete the resolution of pending complex labor and employment matters including two (2) labor arbitrations and a unit clarification petition to the State of Florida Public Employees Relations Commission (PERC). Contractor is also expected to provide specialized labor relations expertise on other imminent labor negotiations.
2. Extend the term of the Contract through April 30, 2022, at the terms and conditions and at the same fees for all services and materials as provided in the Fee Schedule established in Exhibit B to the Contract for Year 5 and at the current not-to-exceed amount of Seventy-Five Thousand Dollars (\$75,000.00).
3. Allow time for the solicitation process and the award of a successor.

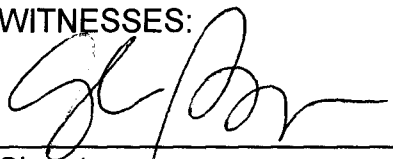
IN WITNESS WHEREOF, the parties have made and executed this Fifth Amendment as of the day and year first above written.

ATTEST:
Joseph Abruzzo
CLERK & COMPROLLER

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

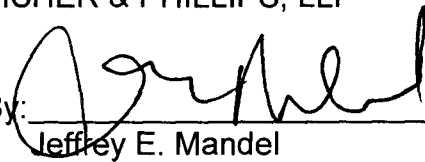
By: _____
Deputy Clerk

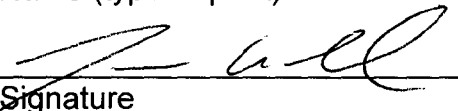
By: _____
Dave Kerner, Mayor

WITNESSES:


Signature
Angela Byers

Name (type or print)

FISHER & PHILLIPS, LLP

By: _____
Jeffrey E. Mandel
Orlando Managing Partner



Signature
Justin W. McConnell

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

Agenda Item #: 3AA-2
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

SA/HV 7-0
R-2016-1407

Meeting Date: September 27, 2016 ☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing
Department: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with Fisher & Phillips LLP, to provide specialized professional services in the area of collective bargaining agreement negotiations and related labor and employment matters, for a period of three (3) years with options to extend, in an amount not to exceed \$75,000.

Summary: The contractor provides, on an as needed basis, services regarding public employer collective bargaining negotiations, arbitrations and labor issues. The commencement date of this new agreement is October 1, 2016 and the termination date is September 30, 2019 with two (2) one year renewal options. Countywide (DR)

Background and Justification: The purchase of these particular complex labor related services are exempt from Palm Beach County's Purchasing Ordinance. RFP No. 16-001-PT was issued by Palm Tran, five (5) proposals were received. After review by the selection committee, the proposal submitted by Fisher & Phillips LLP was selected for contract award.

Attachments:

1. Fisher & Phillips LLP Contract (2 copies)
Fisher & Phillips Proposal dated May 27, 2016

Recommended By: Clinton D. J. 9/14/16
Executive Director FOR CLINTON FORBES Date

Approved By: Sharon B. 9/26/16
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	\$75,000	\$75,000	\$75,000		
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$75,000	\$75,000	\$75,000		
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0		

Is Item Included In Proposed Budget? Yes ☒ No ☐

Budget Account No.: Fund ~~1340~~ Dep't ~~540~~ Unit ~~5460~~ Object ~~3404~~

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

C. Departmental Fiscal Review: Michael Williams
Michael Williams, Finance Manager

III. REVIEW COMMENTS

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

J. H. Smith 9/2/16
OFMB Ex 9/01 - 9/2

J. S. Smith 9/23/16
Contract Dev. and Control
9/23/16

B. Legal Sufficiency:

David S. 9/2/16
Assistant County Attorney
Certification of Insurance was not
available at time of legal review

C. Other Department Review:

Department Director

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

P.2016-1407

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

This Contract is made as of this _____ 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.

[1]

KMA 540 R2016-1407

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 hereinunder 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.

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

R 2016091407
Palm Beach County, a Political Subdivision
of the State of Florida, by and through its
Board of County Commissioners SEP 27 2016

BY: Mary Lou Berger
Mary Lou Berger, Mayor

SEAL

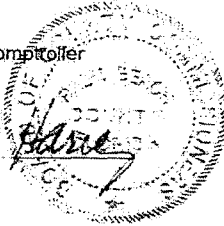
Fisher & Phillips LLP

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

SEAL

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

BY: Glendia Y. Hane
(Deputy Clerk)



APPROVED AS TO TERMS
AND CONDITIONS:

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

ATTEST WITNESS:

BY: Cecille O. Rodriguez
(Print Name)

Cecille O Rodriguez
(Signature)

BY: Angela Byers
(Print Name)

Angela Byers
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: County Attorney
County Attorney

EXHIBIT A SCOPE OF WORK/SERVICES

Scope of Work: The professional services will consist primarily of collective bargaining agreement negotiations and consultation on related complex labor and employment matters, all on an as needed basis.

The CONTRACTOR must exhibit a high level of experience and expertise sufficient to provide prompt, accurate and reasoned services and advice. The CONTRACTOR is expected to have expertise and experience in a broad range of complex public employment labor and employment matters, such as public employer collective bargaining negotiations and arbitrations; Florida public employees relations laws and proceedings; Fair Labor Standards Act; Family and Medical Leave Act; Americans with Disabilities Act; anti-discrimination laws; military service rights; Florida Retirement System and other pension plans; disability plans; and workers compensation laws.

Qualifications: Proposals will be considered from law firm offices in the State of Florida. Proposers must demonstrate ability, knowledge, and expertise to provide the services identified in the Scope of Work. All lawyers assigned responsibility for providing the services for the County must be members in good standing of the Florida Bar and personally demonstrate ability, knowledge, and expertise to provide the identified services.

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

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

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

EXHIBIT B1
CONTRACTOR's PROPOSAL DATED MAY 27, 2016

1. The Contractor shall be responsible for obtaining all necessary permits and licenses for the proposed work. The Contractor shall be responsible for obtaining all necessary permits and licenses for the proposed work.

R2018 0599

**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 **APR 10 2018**, 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.

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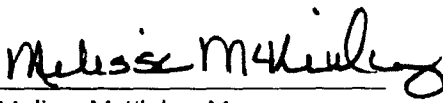
IN WITNESS WHEREOF, the parties have made and executed this First Amendment as of the day and year first above written.

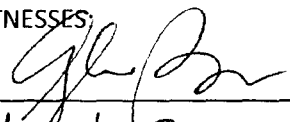
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

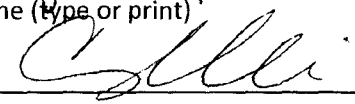
By: 
Deputy Clerk

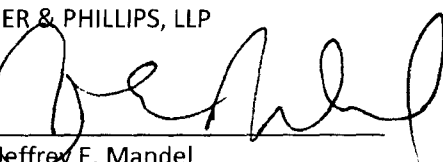


APR 10 2018
R2018 0599
PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONER:

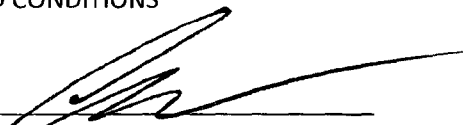
By: 
Melissa McKinlay, Mayor

WITNESSES:
By: 
Angela Byers
Name (type or print)

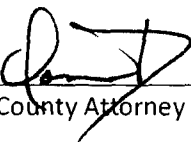
By: 
Cheryl L. Lima
Name (type or print)

FISHER & PHILLIPS, LLP
By: 
Jeffrey E. Mandel
Orlando Managing Partner

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Clinton B. Forbes
Executive Director, Palm Tran

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

R2019-1407
**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 SEP 10 2019, 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.

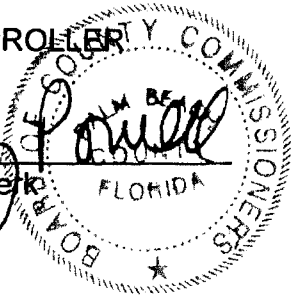
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IN WITNESS WHEREOF, the parties have made and executed this Second Amendment as of the day and year first above written.

ATTEST:
Sharon R. Bock
CLERK & COMPTROLLER

By:

Sharon R. Bock
Deputy Clerk



SEP 10 2019
PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS:

By:

Mack Bernard
Mack Bernard, Mayor

WITNESSES:

[Signature]
Signature

Lorraine Kyser
Name (type or print)

[Signature]
Signature

Angela Byers
Name (type or print)

FISHER & PHILLIPS LLP

By:

[Signature]
Jeffrey E. Mandel
Orlando Managing Partner

APPROVED AS TO TERMS
AND CONDITIONS

By:

[Signature]
Clinton B. Forbes
Executive Director, Palm Tran

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

[Signature]
County Attorney

R2020 1394

**THIRD AMENDMENT
TO CONTRACT FOR LABOR NEGOTIATION SERVICES
BY AND BETWEEN PALM BEACH COUNTY
AND FISHER & PHILLIPS, LLP
(R2016-1407, R2018-0599, R2019-1401)**

THIS THIRD 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 **SEP 15 2020**, 2020.

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 Second Amendment to the Contract, dated September 10, 2019, amended ARTICLE 3 – SCHEDULE to exercise the first option for renewal for the period October 1, 2019, through September 30, 2020, amended the first paragraph of ARTICLE 4 - PAYMENTS TO CONTRACTOR to increase the authorized not-to-exceed total contract amount by Seventy-Five Thousand Dollars and no cents (\$75,000.00), and revised ARTICLE 23 – NON-DISCRIMINATION and ARTICLE 27 – SCRUTINIZED COMPANIES; and

WHEREAS, the parties desire to exercise the second option for renewal of the Contract for the period October 1, 2020, through September 30, 2021 (final renewal); and

WHEREAS, the parties desire to modify the first paragraph of ARTICLE 4 – PAYMENTS TO CONTRACTOR, as previously amended, to extend the authorized not-

to-exceed total contract amount of Seventy-Five Thousand Dollars and no cents (\$75,000.00) for the period October 1, 2019, through September 30, 2020 to also fund the second option for renewal period October 1, 2020, through September 30, 2021; and

WHEREAS, the COUNTY desires to delete ARTICLE 31 – E-VERIFY in its entirety and replace it with ARTICLE 31 - E-VERIFY - EMPLOYMENT ELIGIBILITY in order to comply with the new E-Verify requirements of section 448.095, Florida Statutes, as may be amended; and

WHEREAS, the COUNTY desires to add ARTICLE 34 – COUNTERPARTS, to the Contract to provide for executing a contract in one or more counterparts.

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, 2021.

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 periods October 1, 2019 through September 30, 2020 and October 1, 2020 through September 30, 2021, inclusive of the maximum amount authorized for fees and reimbursable expenses and costs as specified in this article. Pricing during the renewal periods shall be consistent with the Fee Schedule established in Exhibit B to the Contract for Years 4 and 5.”

3. ARTICLE 31 - E-VERIFY is hereby deleted in its entirety and replaced with the following ARTICLE 31 - E-VERIFY - EMPLOYMENT ELIGIBILITY providing new E-Verify requirements as follows:

“CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, CONTRACTOR shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONTRACTOR’s subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that CONTRACTOR’s subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.”

4. ARTICLE 34 – COUNTERPARTS is added to the Contract to read as follows:

“This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.”

5. All other provisions of said Contract, dated September 27, 2016, are hereby confirmed and, except as provided herein and previously amended, 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 THIRD AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.


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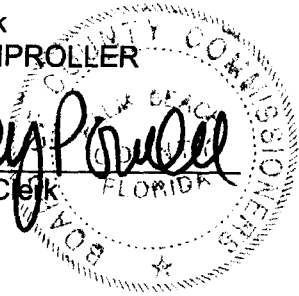
IN WITNESS WHEREOF, the parties have made and executed this Third Amendment as of the day and year first above written.

R2020 1394

ATTEST:
Sharon R. Bock
CLERK & COMPTROLLER

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

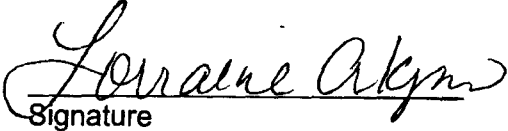
By: 
Deputy Clerk

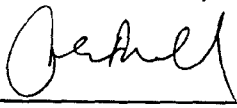


By: 
Dave Kerner, Mayor

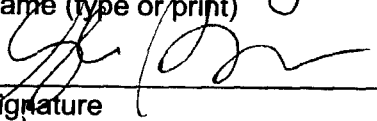
WITNESSES:

FISHER & PHILLIPS, LLP


Signature

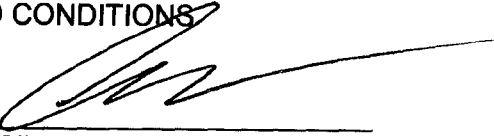
By: 
Jeffrey E. Mandel
Orlando Managing Partner

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: 
fce County Attorney

**FOURTH AMENDMENT
TO CONTRACT FOR LABOR NEGOTIATION SERVICES
BY AND BETWEEN PALM BEACH COUNTY
AND FISHER & PHILLIPS, LLP
(R2016-1407, R2018-0599, R2019-1401, R2020-1394)**

THIS FOURTH 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 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 22nd day of September, 2021.

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 Second Amendment to the Contract, dated September 10, 2019, amended ARTICLE 3 – SCHEDULE to exercise the first option for renewal for the period October 1, 2019, through September 30, 2020, amended the first paragraph of ARTICLE 4 - PAYMENTS TO CONTRACTOR to increase the authorized not-to-exceed total contract amount by Seventy-Five Thousand Dollars and no cents (\$75,000.00), and revised ARTICLE 23 – NON-DISCRIMINATION and ARTICLE 27 – SCRUTINIZED COMPANIES; and

WHEREAS, the Third Amendment to the Contract, dated September 15, 2020, amended ARTICLE 3 – SCHEDULE to exercise the second option for renewal of the Contract for the period October 1, 2020, through September 30, 2021 (final renewal), amended the first paragraph of ARTICLE 4 - PAYMENTS TO CONTRACTOR to extend

the authorized not-to-exceed total contract amount of Seventy-Five Thousand Dollars and no cents (\$75,000.00) for the period October 1, 2019, through September 30, 2020 to also fund the second option for renewal period October 1, 2020, through September 30, 2021, deleted ARTICLE 31 – E-VERIFY in its entirety and replaced it with ARTICLE 31 - E-VERIFY - EMPLOYMENT ELIGIBILITY, and added ARTICLE 34 – COUNTERPARTS; and

WHEREAS, the parties desire to extend the term of the Contract for the period October 1, 2021, through December 31, 2021, at the same fees for all services and materials as provided in the Fee Schedule established in Exhibit B to the Contract for Year 5 and at the current contract period not-to-exceed amount of Seventy-Five Thousand Dollars (\$75,000.00).

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 December 31, 2021.

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 periods October 1, 2019 through September 30, 2020 and October 1, 2020 through December 31, 2021, inclusive of the maximum amount authorized for fees and reimbursable expenses and costs as specified in this article. Pricing during the renewal and extension periods shall be consistent with the Fee Schedule established in Exhibit B to the Contract for Years 4 and 5.”

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


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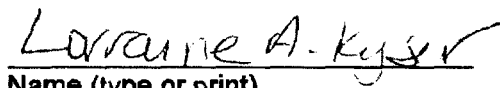
IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Fourth Amendment on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING



Kathleen M. Scarlett, Director

WITNESSES:


Signature

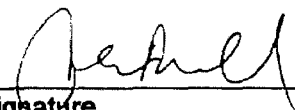

Name (type or print)


Signature


Name (type or print)

CONTRACTOR:

FISHER & PHILLIPS LLP
Company Name

BY: 
Signature

Jeffrey E. Mandel
Typed Name

Regional Managing Partner
Title

APPROVED AS TO TERMS
AND CONDITIONS

By 
Clinton Forbes, Executive Director
Palm Tran, Inc.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 