

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 11, 2008 ☒ Consent ☐ Regular
Department ☐ Public Hearing

Submitted By: COUNTY ATTORNEY

Submitted For: COUNTY ATTORNEY

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Amendment to the one-year Agreement, Resolution No. R-2005-2397, dated December 20, 2005, with Broad and Cassel, for Airport-Related Bankruptcy Legal Services.

Summary: This Amendment exercises the County's sole discretion to renew the agreement for three successive one-year option periods, or until December 20, 2009, as authorized in paragraph four of the original agreement. The Amendment also clarifies that outside counsel may use sub-contractors in situations where it is economically feasible to do so with the prior approval of the County Attorney's office. Finally, the Amendment adds an additional \$50,000 combined attorney's fees and costs to the existing not-to-exceed cap set out in the original agreement. Countywide (PM)

Background and Justification: Under the original agreement, the County, in its sole discretion, has the option to extend the original agreement for three successive one-year periods. Given the need for the continued services of outside bankruptcy counsel and the satisfaction with outside counsel's performance, it is in the County's best interest to extend the original agreement and increase the not-to-exceed cap by a relatively small amount for the entire three-year renewal period. The funding will come from the Department of Airports and not ad valorem funds.

Attachments:

1. Amendment to Agreement Dated December 20, 2005 with Broad and Cassel for Airport-Related Bankruptcy Legal Services.

Recommended by: DM Neuen 2/28/08
County Attorney Date

Approved by: N/A _____
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$50,000	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$50,000	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 4100 Department 120 Unit 1110 Object 3125

Reporting Category _____

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

Airport revenues are budgeted to cover the cost of these services.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

3/4/08 *3.4.08* *3/4/08* *3/5/08*
OFMB *Contract Development and Control*
B. Legal Sufficiency:
g- *3/5/08*
This Amendment is retroactive in effect and was not executed at the time of our review.
Assistant County Attorney

C. Other Department Review:

Department Director

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

**AMENDMENT TO AGREEMENT DATED DECEMBER 20, 2005
WITH BROAD AND CASSEL FOR AIRPORT-RELATED
BANKRUPTCY LEGAL SERVICES
(PER RFP)**

THIS Amendment, made and entered into this _____ day of _____, 2008, by and between Palm Beach County, a political subdivision of the State of Florida (the "County"), and Broad and Cassel ("Outside Counsel").

WITNESSETH:

WHEREAS, pursuant to paragraph 4 of the Agreement dated December 20, 2005 ("Agreement") with Broad and Cassel for Airport-Related Bankruptcy Legal Services, the County may, at its sole discretion, exercise its option to renew the Agreement for three (3) additional one year renewal periods;

WHEREAS, the Agreement expired by its own terms on December 20, 2006;

WHEREAS, by virtue of the provisions of paragraph 4 of the Agreement, the County is exercising its option to renew the Agreement for all three successive one year periods, a total of three years, until December 20, 2009;

WHEREAS, the County recognizes that the not-to-exceed contractual cap set forth in paragraph 3 of the Agreement has not been surpassed.

NOW, THEREFORE, in consideration of the mutual covenants, understandings and Agreements set forth herein, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. In exchange for adequate consideration, the receipt of which is acknowledged, the Agreement shall be extended for a period of three (3) years from December 20, 2006, or until December 20, 2009, and an additional \$50,000 combined attorney's fees and costs shall be added to the contractual cap set forth in the Agreement.

3. This Amendment will also clarify that outside counsel may use sub-contractors in situations where it is economically feasible to do so and with the prior approval of the County Attorney's Office.

4. As set forth in paragraph 4 of the Agreement, all other terms and conditions contained therein shall remain in full force and effect.

5. This Amendment to the Agreement shall be effective upon approval by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement with Broad and Cassel for Airport-Related Bankruptcy Legal Services on the day and year reflected in the first line hereof.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk & Comptroller

By: _____
Addie L. Greene, Chairperson

WITNESSES:

BROAD & CASSEL

Signature

By: _____
Roy S. Kobert, Esq.
A General Partner for the Firm

Name (Type or Print)

Signature

Name (Type or Print)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Assistant County Attorney