

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 21, 2021 Consent Regular
 Ordinance Public Hearing

Department
Submitted By: County Attorney
Submitted For: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to Contract for Professional legal Services By and Between Palm Beach County and Gray Robinson, P.A, to increase the contract amount by \$5,000.

Summary: On June 15, 2020, the County Attorney's Office entered into a contract with Gray Robinson, P.A. for legal services to be provided on behalf of the Department of Airports (First Contract), in the complex Chapter 11 bankruptcy matter of IN RE: The Hertz Corporation, Case Number 20-11218-MFW in the United States Bankruptcy Court for the District of Delaware (the Hertz Bankruptcy Matter). The Contract was in the amount of \$50,000, and was executed by the County Attorney. The County terminated the First Contract after a portion of legal services were rendered due to the departure of the key attorney assigned to the First Contract. That attorney returned to Gray Robinson, and the County executed another contract on January 14, 2021 (Second Contract) for the balance of unspent funds (\$32,000) remaining on the First Contract. The Hertz Bankruptcy Matter is currently in its final stages, and it is necessary to amend the Second Contract to increase the total not-to-exceed contract amount by \$5,000 to cover legal services provided from August 1, 2021, through the end of the Hertz Bankruptcy Matter. Countywide (HH)

Background and Justification: Palm Beach County, and more specifically the Department of Airports, became involved in the Hertz Bankruptcy Matter in May of 2020. Venue of the bankruptcy case is in the United States Bankruptcy Court for the District of Delaware. A decision was made to hire outside counsel to represent the County, based on both venue, and the relative uniqueness and complexity of the legal issues involved in the Hertz Bankruptcy Matter. The Gray Robinson firm, and Roy S. Kobert, were hired to represent the County, based on Mr. Kobert's expertise and familiarity with the Department of Airports. The County's First Contract with Gray Robinson included a not-to-exceed contract amount of \$50,000, and when the need arose to enter into a Second Contract with Gray Robinson, the not-to-exceed contract amount was set at the balance of unspent funds from the First Contract, or \$32,000. The need now exists to increase the not-to-exceed contract amount by \$5,000 to cover the final legal fees associated with the Hertz Bankruptcy Matter. Because this Amendment amounts to a total not-to-exceed contract amount of greater than \$50,000, the Board's approval is required.

- Attachments:** 1. First Amendment to Contract for Professional Legal Services
2. June 15, 2020, Contract for Professional Legal Services (First Contract)
3. January 1, 2021, Contract for Professional Legal Services (Second Contract)

Recommended By:  11/23/21
Department Director Date

Approved By: N/A
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	\$5,000				
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	\$5,000				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No

JH

Budget Account No.:
 Fund 4100__ Dept. 120__ Unit 1110__ Object 3125__ Program Code __ Program Period __

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

C. Departmental Fiscal Review: *Fred Parilli*

III. REVIEW COMMENTS

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

Shane M. Kutz 11/23/21
 OFMB 11/23/21

Ar. J. Jacobson 12/10/21
 Contract Development and Control
 12-9-21 TW

B. Legal Sufficiency:

Selene A. Hinds
 Senior Assistant County Attorney

C. Other Department Review:

Lana Bube
 Department Director

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