

RESOLUTION NO. R-2022-127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH GREENBERG TRAUIG, P.A., FOR LEGAL SERVICES IN UTILITIES MATTERS, IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR FISCAL YEAR 2022.

WHEREAS, Greenberg Traurig, P.A. ("Firm") is currently representing the City in matters regarding the water and wastewater utility system as related to general legal issues involving the six large users; and

WHEREAS, the Firm is representing the City in matters regarding the water and wastewater utility system, primarily involving ongoing issues with the City of Pembroke Pines, one of the City's large users; and

WHEREAS, in view of the expected considerable amount of legal services that will be required from the Firm to be rendered throughout FY 2022, the Department of Public Utilities requested a proposal from the Firm for legal services in an amount not to exceed \$500,000.00; and

WHEREAS, Pembroke Pines has filed three civil actions regarding the ongoing "large user agreement" issues; and

WHEREAS, the City is defending the civil actions vigorously and the issues are complex; and

WHEREAS, the Firm has devoted and will continue to devote extensive amounts of time to the City's defense of the civil actions; and

WHEREAS, it is virtually certain that the civil actions will continue to be litigated for several years; and

WHEREAS, Section 38.41(C)(11)(i) of the Procurement Code exempts contracts for professional services from the competitive bid and competitive proposal requirements of the Procurement Code; and

WHEREAS, the Firm has submitted the attached agreement for FY 2022 that would authorize the payment of fees in an amount not to exceed \$500,000.00 for the matters set forth in the agreement; and

WHEREAS, funding for this service will be made available in the FY 2022 Operating Budget account number 442.400101.53600.531220.000000.000.000 subject to adoption of a companion budget amendment resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached engagement letter with Greenberg Traurig, P.A. together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4 day of May, 2022.



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida, only.



DOUGLAS R. GONZALES
CITY ATTORNEY

March 10, 2022

City of Hollywood
P.O. Box 229045
Hollywood, FL 33022
Attn: Vivek Galav, P.E.
Utility Director

Re: Updated Legal Services Engagement Agreement Fiscal Year 2022

Dear Sirs:

We thank you for the opportunity to continue representing the City of Hollywood, Florida (“you”) during Fiscal Year 2022 ending September 30, 2022 (“Fiscal Year 2022”). We are sending this letter agreement to you to confirm in writing the scope and terms of our engagement during Fiscal Year 2022. Please review this letter carefully and if you agree, please execute this letter below. Please call me if you have any questions.

This engagement is to represent you as a legal consultant during the Fiscal Year 2022 with respect to your water and wastewater utility system (“Utility”) on the specific legal issues as detailed below (the “Matters”):

- Assist you with Large User Agreement Issues (“Large User Agreement Matter”).
- Assist you with the City of Pembroke Pines, Florida Motion to Enforce Settlement Agreement, Case No: 0-014030 (12) (“Litigation Matter”).
- Assist you with the City of Pembroke Pines, Florida, Litigation, Case No: 18-002017.
- Assist you with the City of Pembroke Pines, Florida, Litigation, Case No: 18-015330.
- Assist you with general Utility matters.

Please note, the Matters expressly exclude any litigation matter(s), except as specifically identified above. In the event of additional litigation unrelated to the Matters, a separate litigation engagement letter would need to be executed by the parties.

Our fees for the Matters will initially be based on an hourly fee basis at our discounted hourly rates, set forth below. We will invoice you separately on each Matter. Our services and our fees are not anticipated to exceed the sum of \$500,000 for Fiscal Year 2022. We shall notify you in writing when 80% of the Fiscal Year 2022 estimated fees amount has been reached.

I will have primary responsibility for this Matter. For this engagement, our discounted blended rate will be \$375.00/hour (my current standard rate is \$750/hour). We are mindful of the

cost of providing quality legal services and understand that clients wish to avoid unnecessary expense, as do we.

You will also be responsible for all costs incurred in the course of this representation. They may include, but are not limited to, copying, messenger services, faxes, overnight delivery services, computer services, and other out-of-pocket expenses, and will be invoiced in addition to the monthly retainer.

Each month we will send you an itemized invoice which reflects the time spent on the Matter by us and costs attributable to this Matter for the preceding month. Each invoice is payable upon receipt. In the event any invoice is not paid in full within thirty (30) days of the date of the invoice, Greenberg Traurig, P.A. has the absolute right immediately to terminate its representation and to charge interest on the unpaid balance at the rate allowed on court judgments until paid. If Greenberg Traurig does not exercise these rights with regard to any invoice, it shall not constitute or be deemed a waiver of these rights at any time.

You and the firm each have the right to terminate this legal services engagement at any time. Upon a termination, we will provide a final invoice which will include full payment of deferred fees (if you terminate) and payment of accrued and outstanding invoices to the date of termination and include costs incurred to the date of termination. Regardless of when or by whom the representation is terminated, until such time as all outstanding amounts owed to the firm, whether billed or unbilled, have been paid in full, we reserve the right to retain all files and hold all documents, monies or other property of yours in our possession to the extent allowable by applicable ethical standards. This representation expires at the end of Fiscal Year 2022, unless extended by a separately approved Legal Engagement Agreement for Fiscal Year 2023.

Based on our initial computerized review of our files, we are not aware of any existing matter involving a conflict of interest between you and other clients of the firm. However, conflicts may arise. In such event, we will notify you of the conflict. In the event this conflict is thrust upon us, representation may thereafter be terminated by this firm, unless you and the other source of the conflict agree to provide appropriate waivers in the event the conflict may be waived.

Our firm represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of other clients of our firm to choose us as their counsel, thereby precluding us from representing you or them in pending or future matters. Given that possibility, we wish to be fair not only to you, but to our other clients as well. Accordingly, this letter will confirm our mutual agreement that the firm may represent other present or future clients on matters other than those for which we had been or then are engaged on your behalf (referred to herein as "Subject Matter"), *whether or not on a basis adverse to you or any of your affiliates*, including in land use, zoning, permitting, litigation, legal or other proceedings or matters, so long as the matter is not substantially related to our work for you on the Subject Matter (referred to herein as "Permitted Adverse Representation").

In furtherance of this mutual agreement, you agree that you will not for yourself or any other party assert our firm's engagement as a basis for disqualifying us from representing any party in a Permitted Adverse Representation or assert any Permitted Adverse Representation as a basis for any claim of breach of duty. For purposes of clarification, Permitted Adverse Representation shall not include matters or disputes arising against you with respect to the Subject Matter. Moreover, without your further prior written consent, we cannot and will not represent another client adverse to you if we have obtained confidential information of a nonpublic nature from you as a result of our representation that, if known to the other client, could be used in the other matter by the other client to your material disadvantage. The waivers and agreements in this letter will continue in effect upon the termination of this engagement.


The above provisions outline in reasonable detail our agreement as to this representation. If these arrangements are acceptable, please sign this letter in the space provided, and send the signed letter to me by e-mail or fax (the original is for your file).

Our representation will conform to the terms of this agreement. We sincerely appreciate the opportunity to represent you, and we look forward to a successful relationship.

If you should have any questions or require additional information as to Greenberg Traurig's billing policies, please feel free to call me at any time.

Sincerely,

GREENBERG TRAURIG, P.A.

By: 

Phillip C. Gildan

ACCEPTANCE

The undersigned party hereby accepts and agrees to retain, engage and employ Greenberg Traurig, P.A. as legal counsel on the terms and conditions set forth in this agreement and with the consents and waivers granted herein.

ATTEST:

CITY OF HOLLYWOOD, FLORIDA

Patricia A. Cerny, MMC
City Clerk

By: _____
Josh Levy, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida only:

APPROVED AS TO FINANCE: -

By: _____
Douglas R. Gonzales, City Attorney

David E. Keller
Financial Services Director

Dated: _____

ACTIVE 56578742v2