

Addendum to the Agreement for Legal Services for the City of Lake Worth Beach

THIS ADDENDUM TO THE AGREEMENT FOR LEGAL SERVICES FOR THE CITY OF LAKE WORTH BEACH ("**Addendum**"), dated June ___, 2022, is executed and agreed to by the **City of Lake Worth Beach**, a Florida Municipal Corporation whose address is 7 North Dixie Highway, Lake Worth, Florida 33460 ("You" or "Client") and **Greenberg Traurig, P.A.**, whose mailing address is 777 South Flagler Drive, Suite 300, West Palm Beach, FL 33401 ("GT").

City and Firm are entering into an Agreement for Legal Services (the "**Contract**"). This Addendum, which is incorporated into the Contract, amends the Contract as provided herein.

Conflicts

GT represents a broad group and spectrum of clients in a variety of legal matters. As a result, conflicts of interest may arise which, absent an effective conflict waiver, may adversely affect our ability to represent you or your affiliates in pending or future matters and your ability and that of other clients or potential clients to engage GT as their counsel. We wish to be fair to all clients, and to assure that they have the right and ability to use us or any other counsel of their choice. Accordingly, this Agreement confirms that:

1. consent and waiver

You are comfortable (after having had sufficient opportunity to consider this Agreement and consult independent counsel to the extent you may wish) that you are adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences of them. Therefore, on the conditions stated in this paragraph, you, for yourself and your affiliates, to the fullest extent legally and ethically permissible: [i] waive any such actual or potential conflict which may be presented or occur as a result of this engagement; [ii] consent to GT's representation now or in the future of other present or future clients on any other matter, whether or not adverse to you or any of your affiliates (including without limitation in transactions, litigation, and other legal or ethical matters) except as stated below ("*Permitted Adverse Representation*"); and [iii] promise not to assert that this engagement or any other GT representation of you or your affiliates provides a basis for disqualifying GT from representing any other party in any "Permitted Adverse Representation" or creates or supports any claim of breach of duty against GT.

a. conditions.

The foregoing waiver, consent and promise are conditioned upon GT's agreement, confirmed hereby, that GT: [i] will not represent another client adverse to you in a matter substantially related to the Subject Matter or to any other matter in which GT is representing or has represented you or your affiliates; [ii] will screen those attorneys representing you or your affiliates from those attorneys representing other clients adverse to you or your affiliates; [iii] not use or disclose your or your affiliates' confidential information which is not public unless permitted under applicable Ethics Rules, the law or a written agreement pertaining to such confidential information.

b. **continuation.**

Subject to any limitations under the law and Ethical Rules, these waivers, consents and promises, and the conditions stated above, will continue after the end of GT's representation of you or your affiliates as to the Subject Matter or in any other engagement.

c. **marketing permission**

. Your Assent to this Agreement confirms your consent that GT may use your name, logo, and a general description of this engagement in its business development efforts and materials.

IN WITNESS WHEREOF, the parties hereto have caused this Standard Agreement for Legal Services to be executed as of the day and year set forth above.

CITY OF LAKE WORTH BEACH

ATTESTS:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

Greenberg Traurig, P.A.

By: _____

[Corporate Seal]

Print Name: _____

Title: _____