

**CITY OF NORTH MIAMI BEACH**

**RESOLUTION NO. 2026-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TERMINATING THE RETAINER AGREEMENT WITH GREENSPOON MARDER, LLP FOR CITY ATTORNEY SERVICES; APPOINTING STEVEN W. ZELKOWITZ, P.A. TO SERVE AS INTERIM CITY ATTORNEY; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A RETAINER AGREEMENT WITH STEVEN W. ZELKOWITZ, P.A., IN SUBSTANTIALLY SIMILAR FORM TO THE CITY'S EXISTING RETAINER AGREEMENT, FOR A TERM NOT TO EXCEED SIX (6) MONTHS OR UNTIL SUCH TIME AS THE CITY COMMISSION APPOINTS A PERMANENT CITY ATTORNEY OR TAKES OTHER ACTION, WHICHEVER OCCURS FIRST, AT A MONTHLY RETAINER OF THIRTY-FIVE THOUSAND DOLLARS (\$35,000); PROVIDING FOR THE ORDERLY TRANSITION OF LEGAL SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach ("City") currently retains Greenspoon Marder, LLP ("Greenspoon Marder") to provide City Attorney services pursuant to an Engagement Agreement approved by the City Commission, consisting of an Engagement Letter dated April 9, 2024, together with the incorporated Standard Fee Addendum ("Existing Retainer Agreement"); and

**WHEREAS**, the Existing Retainer Agreement provides that the City, as client, has the right to terminate Greenspoon Marder's representation at any time and for any reason; and

**WHEREAS**, the Mayor and City Commission have determined that it is in the best financial and operational interests of the City to transition from the current contracted City Attorney services to an interim contract for City Attorney services while transition to an in-house Office of the City Attorney model is contemporaneously contemplated; and

**WHEREAS**, an orderly transition from the City's existing contracted legal services to an interim contract is necessary; and

**WHEREAS**, the City Commission desires to appoint Steven W. Zelkowitz, P.A. ("Interim City Attorney" "or such other Interim City Attorney as the Mayor and City Commission may designate") to provide interim City Attorney services; and

**WHEREAS**, the City Commission finds that retaining Steven W. Zelkowitz, P.A. for a period not to exceed six (6) months, or until the City Commission appoints a permanent City Attorney, or takes other action, whichever occurs first, will provide continuity and stability in the provision of legal services; and

**WHEREAS**, the City Commission finds that the appointment of Steven W. Zelkowitz, P.A. as Interim City Attorney upon the terms provided herein is in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:**

**Section 1. Incorporation of Recitals.**

The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Termination of Greenspoon Marder, LLP Retainer Agreement.**

Pursuant to Paragraph 14 of the Standard Fee Addendum incorporated into the Existing Retainer Agreement, the City Commission hereby exercises the City's contractual right to terminate the representation of Greenspoon Marder, LLP and terminates the Existing Retainer Agreement for City Attorney services, effective at 11:59 p.m. on August 31, 2026.

The City Manager is authorized and directed to provide Greenspoon Marder, LLP with written notice of the Commission's action and the effective termination date and to take such administrative actions as are reasonably necessary to effectuate the termination authorized by this Resolution.

Nothing herein shall relieve the City of its obligation to pay properly documented and authorized fees, costs, and reimbursable expenses incurred pursuant to the Existing Retainer Agreement through the effective termination date.

**Section 3. Transfer of Files, Records, and Pending Matters.**

Consistent with the Existing Retainer Agreement and applicable law, Greenspoon Marder, LLP shall transfer to the City, at no cost to the City, all City files, public records, correspondence, legal opinions, contracts, pending legislation, litigation and administrative files, discovery materials, calendars, deadlines, electronically maintained information, and other records in its possession obtained or maintained in connection with its representation of the City.

The Interim City Attorney, in coordination with the City Manager and appropriate City personnel, is authorized and directed to facilitate an orderly transfer of such files and records and to take reasonable administrative actions necessary to preserve continuity of legal representation and protect the City's interests.

**Section 4. Appointment of Interim City Attorney.**

Pursuant to Section 3.3 of the City Charter, the City Commission hereby appoints Steven W. Zelkowitz, P.A. to serve as Interim City Attorney for the City of North Miami Beach effective September 1, 2026.

The appointment shall commence on September 1, 2026, immediately following the effective termination of Greenspoon Marder, LLP's service as City Attorney, and shall continue for a period not to exceed six (6) months or until such time as the City Commission appoints and the permanent City Attorney commences service, or the City Commission takes other action, whichever occurs first.

Nothing contained herein shall restrict or delay the City Commission's authority to recruit, select, and appoint a permanent City Attorney at any time during the interim appointment.

## **Section 5. Interim City Attorney Retainer Agreement.**

The City Manager is hereby authorized and directed to finalize and execute, on behalf of the City, a retainer agreement with Steven W. Zelkowitz, P.A. for Interim City Attorney services, substantially in accordance with the terms approved by the City Commission herein and in a form substantially similar to the Existing Retainer Agreement. Any modifications shall be administrative or non-material in nature and shall not modify the compensation, term, scope of City Attorney duties, or termination provisions established by this Resolution without further approval of the City Commission.

The retainer agreement shall provide for:

1. A monthly flat-rate retainer of Thirty-Five Thousand Dollars (\$35,000) for general City Attorney services;
2. A term not to exceed six (6) months, commencing upon the effective date of the appointment, and automatically terminating upon the appointment and commencement of service of a permanent City Attorney, or the City Commission takes other action, if occurring sooner;
3. Performance of the duties and responsibilities of City Attorney as established by the City Charter and applicable law;
4. Appropriate provisions governing professional responsibility, conflicts of interest, public records, confidentiality, billing, transfer of City files and records, and termination; and
5. Such other terms and conditions substantially similar to the Existing Retainer Agreement as are reasonably necessary to provide uninterrupted City Attorney services during the transition to an in-house Office of the City Attorney; and
6. Compensation for any additional services and reimbursement of expenses expressly authorized pursuant to the retainer agreement.

## **Section 6. Pending Litigation and Special Matters.**

The termination of the Existing Retainer Agreement as the City's general City Attorney engagement shall not, by itself, require the immediate termination of Greenspoon Marder, LLP as counsel of record in any pending judicial, administrative, or other proceeding where immediate substitution or withdrawal would adversely affect the City's interests.

The Interim City Attorney, in consultation with the City Manager and appropriate independent or special counsel where necessary, is authorized to coordinate the orderly substitution or withdrawal of counsel in pending matters, subject to applicable court rules, administrative procedures, contractual requirements, and further City Commission approval where required.

Any continued representation by Greenspoon Marder, LLP following termination of the general City Attorney engagement shall be limited to matters reasonably necessary to protect the City's interests during transition or as otherwise determined, and shall remain subject to applicable City authorization and appropriation requirements.

## **Section 7. Implementation.**

The City Manager is hereby authorized and directed to take all budgetary and administrative actions reasonably necessary to implement this Resolution, including providing notice of termination, processing final properly documented financial obligations under the Existing Retainer Agreement, executing the interim retainer agreement authorized herein, coordinating the transfer of City files and records, and ensuring continuity of City Attorney services.

## **Section 8. Conflicts.**

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

## **Section 9. Effective Date.**

This Resolution shall become effective immediately upon its adoption.

**SPONSORED BY:** COMMISSIONER LYNN SU

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH AT A REGULAR MEETING HELD ON AUGUST 27, 2026.**

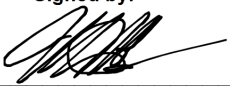
\_\_\_\_\_  
Michael Joseph, Mayor

**ATTEST:**

\_\_\_\_\_  
Andrise Bernard, City Clerk

**APPROVED AS TO LEGAL FORM AND SUFFICIENCY:**

JEFF P. H. CAZEAU, P.L., Special Counsel to the City of North Miami Beach

Signed by:  
  
By: \_\_\_\_\_  
C9ADC32203984A1...  
Jeff P. H. Cazeau