

AGREEMENT FOR INTERIM LEGAL SERVICES

THIS AGREEMENT, made and entered into the 4th day of January, 2021 by and between:

CITY OF TAMARAC, FLORIDA
A municipal corporation
7525 NW 88th Avenue
Tamarac, FL 33321
(hereinafter referred to as "CITY")

AND

OTTINOT LAW, P.A.
5944 Coral Ridge Drive, PMB 201
Coral Springs, FL 33076
(hereinafter referred to as "FIRM")

WHEREAS, on December 29, 2020 at a Special Commission Meeting, the City Commission appointed the law firm of OTTINOT LAW, P.A. as Interim City Attorney to handle and supervise the general legal services of the CITY; and

WHEREAS, on December 29, 2020, at a Special Commission Meeting, the City Commission authorized the Mayor of the CITY OF TAMARAC to execute this Agreement and to do all things necessary to effectuate the terms of the Agreement for Interim Legal Services; and

WHEREAS, the Firm is replacing the law firm of Goren, Cherof, Doody, & Ezrol ("GCDE Firm"), which resigned as City Attorney for the City of Tamarac on December 10, 2020 with an effective date of January 9, 2021; and

WHEREAS, the FIRM is to be paid the same hourly rate for partners, associates, and senior paralegals charged by its predecessor, GCDE Firm, for providing legal services during the interim period; and

WHEREAS, GCDE Firm and the Firm have been working diligently to transition the legal services of the City to the Firm since December 29, 2020, and the Firm may seek interim compensation for the transition period; and

WHEREAS, the Firm shall commence serving as Interim City Attorney for the City of Tamarac on January 9, 2021.

WHEREAS, the FIRM may bill the CITY for reasonable and ordinary expenses including, but not limited to, telephone costs, postage, copying costs, facsimiles, messenger services (i.e. Federal Express), court costs, including but not limited to, filing fees, service of summons, service of subpoenas, witness fees (including expert witness fees), court reporter fees, etc. said expenses being in addition to attorney's fees as set forth in the above Whereas clause;

5.01 This Agreement may be terminated by either party upon thirty (30) days notice of termination.

Section 6. INSURANCE

6.01 Within ten (10) days of the written of this Agreement the FIRM shall provide the City, with a copy of the FIRM'S malpractice insurance (if not already on file with the City Clerk's office).

Section 7. GOVERNING LAW: VENUE

7.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

7.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Circuit in and for Broward County, Florida.

Section 8. ENTIRE AGREEMENT

8.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver, or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 9. SEVERABILITY

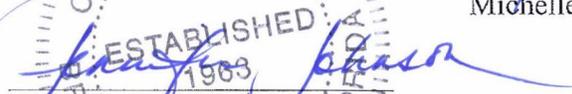
9.01 Should any part, term or provision of this Agreement deemed to be invalid by the courts, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY OF TAMARAC, FLORIDA

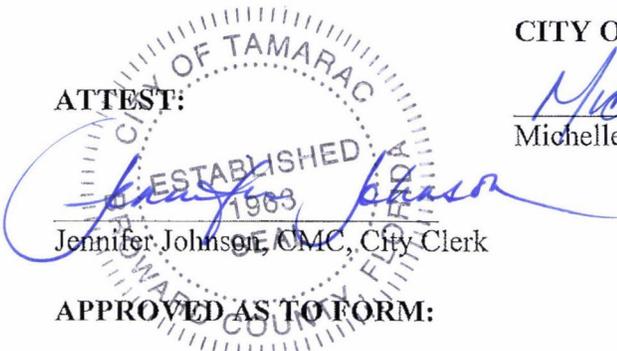
ATTEST:


Michelle J. Gomez, Mayor


Jennifer Johnson, CMC, City Clerk

APPROVED AS TO FORM:

OTTINOT LAW, P.A.



NOW THEREFORE,

Each Whereas clause set forth above is include as a term of this Agreement as if specifically set forth below:

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Section 1. TERM OF AGREEMENT

1.01 This Firm was appointed on December 29, 2020, and the effective date of this Agreement is January 9, 2021 and it shall remain in full force and effect until such time as the Agreement is terminated as provided for herein or modified by mutual consent of both parties. Approval of the next year's budget by normal City procedures shall be a renewal and modification of this Legal Services Agreement.

Section 2. DUTIES OF FIRM

2.01 The FIRM is to handle all general legal services for the CITY and direct the City Attorney's Office. FIRM shall have the right to utilize any attorney employed by FIRM for any services rendered to CITY without first obtaining prior consent of the CITY.

Section 3. FEES AND PAYMENT FOR SERVICES

3.01 The FIRM is to be paid an hourly rate of \$225.00 per hour for partners, with the same rates, as amended and published from time to time, for associates, law clerks, and paralegals charged by its predecessor, Goren, Cherof, Doody & Ezrol, P.A, or as otherwise budgeted, excluding legal services pursuant to public financing matters, legislative liaison activities, general ethics matters for administrative staff and other employees, and additional special services as requested by the CITY which services may be paid at an agreed upon hourly or flat rate initially agreed to at the time the supplemental services are required. In addition, the FIRM may bill the CITY for reasonable and ordinary expenses including, but not limited to, telephone, postage and copying costs, facsimiles, messenger services, and court costs, which will include but not be limited to, filing fees, service of summons, service of subpoenas, witness fees (including expert witness fees), court reporter fees, etc.

Section 4. ASSIGNMENT

4.01 The FIRM shall not assign, or transfer its rights, title or interests in the Agreement nor shall the FIRM delegate any of the duties and obligations undertaken by the FIRM without the CITY'S prior written approval.

Section 5. TERMINATION

Samuel S. Goren, 1/4/2021
SAMUEL S. GOREN, CITY ATTORNEY

Hans Ottinot, Esq. 1/4/2021
Hans Ottinot, Esq.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Petersen Insurance Agency Inc. 6261 County Line Road Miramar, FL 33023	CONTACT NAME: Charles Petersen PHONE (A/C, No, Ext): 305-653-0333 FAX (A/C, No): 786-520-3829 E-MAIL ADDRESS: cpetersen2@allstate.com PRODUCER CUSTOMER ID #:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Berkley Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Berkley Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Ottinot Law PA Suite PM-201 5944 Coral Ridge Drive Coral Springs, FL 33076														

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SURR INSR NYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability insurance		PLP-1906430-P1	01/05/2021	01/05/2022	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Deductible \$2,500 Each Claim

CERTIFICATE HOLDER	CANCELLATION
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	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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