



February 1, 2021

Via Email Only

Attn: Mayor Anthony DeFillipo:
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162

Re: Engagement Letter to City of North Miami Beach re Interim City Attorney Services

Dear Mayor DeFillipo:

Ottinot Law, P.A. (“Ottinot Law”) is excited to have the opportunity to serve as Interim City Attorney for the City of North Miami Beach. As such, this letter confirms that the City of North Miami Beach (the “City”) has engaged the Firm, Ottinot Law, P.A. to perform legal services for the City as its Interim City Attorney.

1. Scope of Engagement. We will serve as your Interim City Attorney. Our services will include handling the City’s day-to-day legal matters from sunshine rules, public records, and ethics to procurement and contracts, planning and zoning, code enforcement, police matters, and public works utilities, legislative matters, and preparation of Commission items. An attorney from the Firm will maintain a regular presence at City Hall – 5 days per week (providing regular latitude for absences, sickness, unavoidable conflicts, or circumstances beyond our control), attend all Regular, Special, Planning and Zoning, Code, PUC, Redevelopment Advisory Board, and Civil Service Board meetings, and participate in routine meetings with staff and tasks associated with the regular operation of the City. We will also continue those practices that you have come to expect such as, without limitation, regularly responding to resident concerns and constant access and open lines of communication with you and administration personnel. We will be available, accessible, and responsive to the Mayor, Commission and City Administration, as needed in person and via telephone (office and cellular phone). These services will be provided on a flat fee basis as set forth in paragraph 2.

As is currently the practice for the City, our flat fee representation will not include litigation, labor and employment, real estate, public private partnerships, municipal bonds and other complex financial matters, construction, eminent domain, special environmental matters, and other special projects. Such matters will continue to be billed on a monthly basis as currently charged. All litigation currently being handled by outside counsel will continue to be handled in that manner and monitored by Ottinot Law.

We will report to the City Commission any new litigation monthly. We may recommend outside counsel to handle litigation where it is more economical to do so.

While engaged as Interim City Attorney, Mr. Hans Ottinot will be principally responsible for attending to the needs of the City. Mr. Ottinot, subject to unavoidable conflicts that may occur, will attend regular Commission meetings. Other Firm attorneys will be available on as needed basis to attend to the legal needs of the City. We are capable of handling specialized matters that may arise from time to time and will bring those to the Administration and Commission's attention as they arise. Specialized matters will be charged separately at current rates.

2. Fees for Services. The City will be charged and agree to pay for our legal services a monthly fee of \$55,000.00. Noting that this fee will cover all general services in Section 1, code enforcement matters (including, but not limited to, representing the City during Code Compliance Board hearings), and land use and zoning matters (except as covered below). To keep pace with the inflation of regular business costs, it is agreed that this contract will follow the City's policy of adjustment based on the annual change in the Consumer Price Index ("CPI") as established by the Bureau of Labor and Statistics and applicable to the Miami-Fort Lauderdale Area, to be requested thirty days prior to the expiration of the then-current term; at no point shall this adjustment exceed 3%, CPI notwithstanding. For new matters excluded under general services that we may handle, we are proposing a reduced hourly rate of \$250.00, reserving for the Firm the ability to charge a lower hourly rate for paralegals or to propose terms more advantageous to the City for special situations, such as, without limitation, flat fees for financial transactions. For the review of private development applications only, the Firm will charge a reduced hourly rate of \$395.00, which will be charged against the applicant and recovered pursuant to Section 24-170 of the City Code.

3. Costs. In addition to the attorneys' fees discussed in paragraph 2, certain routine expenses will be incurred on your behalf ("Routine Expenses"). Routine Expenses include, postage, computerized research charges (Westlaw charges vary from search to search and should be less than that which the City currently pays for the service), courier charges and express mail charges, filing fees, recording costs, court reporter costs (including the cost of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), mediator fees, accounting and appraisal fees, expert fees and expenses, trial/hearing exhibit costs and investigation costs, will be itemized and billed to you. Copying and printing will not be charged. The Firm will also not charge mileage or tolls for travel to and from the City.

4. Payment of Fees and Costs. The Firm's invoices will be submitted to the City on a monthly basis and each invoice will be due and payable within a reasonable amount of time and pursuant to the Florida Prompt Pay Act. We are available and willing to discuss any invoice. Otherwise, we recognize that the City will follow Florida's Prompt Payment Act in the disposition of our invoices. Should a dispute arise as to the charges, we will work in good faith to resolve, further recognizing that the City and our Firm have various forms of dispute resolutions at our disposal.

5. Termination or Withdrawal of Representation. This agreement may be terminated at any time upon written notice following a majority decision of the City Commission. Upon termination

of our representation and payment of any pending invoices for work performed, we will provide the City with all records not yet in the City's possession in paper and/or electronic format, as required by Chapter 119, Florida Statutes. We will facilitate a transition to the new attorney or firm in the manner requested by the City. Other than fees for work already performed, there will be no termination or penalty fees associated with the termination of our agreement.

We reserve the right to withdraw from representing the City if it misrepresents or fails to disclose material facts to us, if we disagree about the course of action that should be pursued, or if legal conflicts exist that require our withdrawal.

6. Representation of Other Clients. The Firm is bound by rules of legal ethics not to represent any client if the representation of that client will in any way be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Scope of Engagement".

7. Commencement of Representation. The Firm is prepared to commence representation on February 1, 2021. We will work with the former City Attorney to facilitate an effective transition.

We are pleased to have this opportunity to be of service to the City and appreciate the confidence you have placed in our Firm. We look forward to working with you. Our objective is to provide you with excellent legal services in a prompt and efficient manner. If approved by the Commission, please designate an individual to execute and return.

Sincerely,



Hans Ottinot, Esq.

Accepted and agreed to:

By 

Mayor Anthony F. DeFellipo

Dated: 2/2/2021