**NON-COLLUSIVE AFFIDAVIT**State of Florida)

) ss.

County of Broward)HANS OTTINOT being first duly sworn, deposes and says that:He/she is the Hans Ottinot, (Owner, Partner, Officer, Representative or Agent) of Ottinot & Associates, P.A., the Offeror that has submitted the attached Proposal;

1. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. Such Proposal is genuine and is not a collusive or sham Proposal;
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

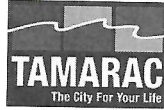
Witness

Witness

By

Printed Name

Title

**NON-COLLUSIVE AFFIDAVIT ACKNOWLEDGMENT**

State of Florida

County of Florida

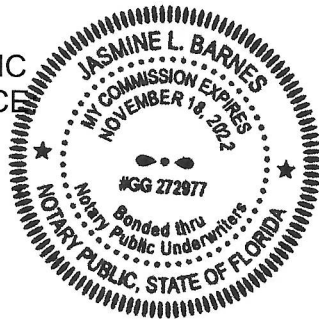
On this the 29th day of March, 2021, before me, the undersigned Notary Public of the State of Florida, personally appeared

Hans Ottinot and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE



Jasmine L. Barnes
NOTARY PUBLIC, STATE OF FLORIDA

Jasmine L. Barnes

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☒ DID NOT take an oath

CERTIFIED RESOLUTION

I, Hans Ottinat (Name), the duly elected Secretary of Ottinat Law PA (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Hans Ottinat (Name)", the duly elected Managing Partner (Title of Officer) of Ottinat Law P.A. (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>Hans Ottinat</u>	<u>Managing Partner</u>	<u>[Signature]</u>

Given under my hand and the Seal of the said corporation this 29th day of March, 2021.

(SEAL)

By: [Signature]

Secretary

Managing Partner

Corporate Title

NOTE:

Jasmine L Barnes
3/29/2021

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

CERTIFIED RESOLUTION

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ottinot Law P.A.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 5944 Coral Ridge Drive # 201	Requester's name and address (optional)
6 City, state, and ZIP code Coral Springs, FL 33076	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

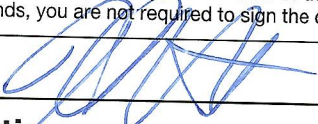
Social security number								
			-			-		
or								
Employer identification number								
8	5	-	2	7	6	3	5	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are **not** required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 3/20/21
------------------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2020

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 6261 County Line Road Miramar, FL 33023	CONTACT NAME: Lisa Hatcher		
	PHONE (A/C, No, Ext): 305-653-0333 FAX (A/C, No): 786-520-3829		
	E-MAIL ADDRESS: lisahatcher@allstate.com		
	PRODUCER CUSTOMER ID #:		
INSURED Ottinot Law PA 5944 Coral Ridge Dr PM201 Coral Springs, FL 33076	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: CNA Insurance Companies		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB	OCCUR <input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE <input type="checkbox"/>				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	7012590611	12/22/2020	12/22/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 100,000
	DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CLASS CODE: 8820 ATTORNEY- 2 EMPLOYEES

CERTIFICATE HOLDER

CANCELLATION

CITY OF TAMARAC
7525 NW 88TH AVE
TAMARAC, FL 33321

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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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.

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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 #:		
INSURED Ottinot Law PA Suite PM-201 5944 Coral Ridge Drive Coral Springs, FL 33076	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Berkley Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- TORY LIMITS OTH- ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					E L EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					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**

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME PHONE (888) 202-3007 [A/C No. Ext] E-MAIL contact@hiscox.com ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A Hiscox Insurance Company Inc INSURER B INSURER C INSURER D INSURER E INSURER F	FAX (A/C No.) NAIC # 10200
INSURED OTTINOT LAW PA 5944 CORAL RIDGE DR PM201 CORAL SPRINGS, FL 33076		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	ADDL SUBR INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OP AGG \$ S/T Gen. Agg OTHER \$
A	GEN'L AGGREGATE LIMIT APPLIES PER X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	Y	UDC-4688588-CGL-20	12/22/2020	12/22/2021	
X	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		UDC-4688588-CGL-20	12/22/2020	12/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CGL HNOA Limit (per occurrence) \$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOGATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Tamarac 7525 NW 88th Ave Tamarac FL 33321	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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**RESPONSE TO
REQUEST FOR LETTERS OF INTEREST
FOR LEGAL SERVICES (LOI#: 21-09L)
FOR THE CITY OF TAMARAC**

PRESENTED TO:

CITY OF TAMARAC

MARCH 29, 2021

OTTINOT LAW, P.A.

For the Firm:

Hans Ottinot, Esq.

954-254-8054

Hans@ottinotlawpa.com

NARRATIVE RESPONSE TABLE OF CONTENTS

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- B. Table of Contents (Section IV, 4.1)
- C. Letter of Interest (Section IV generally)
- D. Licenses and Resumes (Section IV, 4.2)
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- F. Florida Bar and Ethics (Section IV, 4.4)
- G. Potential Conflict of Interest or Ethical Considerations (Section IV. 4.5)
- H. Municipal Clients (Section IV. 4.6)
- I. Malpractice Claims (Section IV. 4.7)
- J. Approach to Provide Legal Services (Section IV. 4.8)
- K. Areas of Expertise and Outside Counsel (Section IV. 4.9)
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- M. Compensation (Section IV. 4.11)
- N. Professional References (Section IV. 4.12)

March 29, 2021

Via Email Only (purchasing@tamarac.org)

Keith K. Glatz, CPPO
Purchasing and Contracts Manager
City of Tamarac/Tamarac City Hall, Room 108
7525 NW 88th Avenue
Tamarac, Florida 33321

Re: Ottinot Law, P.A.'s Letter of Interest/Proposal to Provide Legal Services

Dear Mr. Glatz:

Ottinot Law, P.A., is extremely excited about the opportunity to continue to serve as the City Attorney of the City of Tamarac. Ottinot Law is a transformative boutique law firm. The lawyers of the firm have assisted in transforming communities in South Florida to new heights to better address the needs of residents. After Ottinot Law was appointed as Interim City Attorney, the firm went to work quickly to address the legal needs of the City Commission and City Manager and his staff to transform the City of Tamarac to new heights with this theme in mind: Ottinot Law does not only provide sound legal advice, but it provides strategic advice on matters to improve the quality of life for the City's residents.

Within a short period of time, the firm has been able to address the legal needs of the City in the following manner:

- (1) Drafted legislation to reaffirm the powers of the City Commission under the City Charter.
- (2) Revised City Commission Rules of Procedures to provide balance of power between members of the City Commission.
- (3) Issued legal opinion as to the authority of the City Commission to review land use matters versus the Planning Board to address concerns raised by residents.
- (4) Drafted a Resolution regarding voting on non-City boards to avoid conflicts of interest.
- (5) Drafted a Proclamation and Keys to the City Policy.
- (6) Drafted an Ordinance addressing voting rotation for elected officials.
- (7) Eliminated the use of unwritten rules known as customs and practices.
- (8) Drafted legislation to permit City Commission to hire paid legislative aides.

- (9) Worked closely with the City Clerk to draft a revision to Election Code to ensure elected officials are not punished for computer problems caused by the City in the filing of campaign reports.
- (10) Issued legal opinion to City Clerk to remove City Clerk from uncomfortable position of reading derogatory comments about members of the City Commission at commission meetings to allow the public to provide live comments.
- (11) Revised policies for naming streets, parks, and buildings.
- (12) Revised Procurement Code to permit the use of the \$25,000 initiative funds to facilitate policy initiatives of the City Commission.
- (13) Responsive to the legal needs of the City Manager and his staff on a daily basis.
- (14) Provided legal guidance to all City Departments on numerous matters to ensure compliance with local and state law.
- (15) Available to meet with residents at City Hall upon the convenience of the resident.
- (16) Provided public records and sunshine law training to planning and zoning board members.
- (17) Assisted/assisting the Code, Building and Housing Divisions with revamping their forms, letters, agreements, and processes to promote efficiency and decrease litigation.
- (18) Representing the City in complex land use litigation.
- (19) Worked closely with elected officials to explain their roles as policy makers and staff role as implementers of policies.
- (20) Assisted elected officials in turning ideas or visions into policy initiatives.
- (21) The City Attorney and Deputy City Attorney continue to be available on a 24-hour basis to provide legal services to elected officials and staff.
- (22) The City Attorney or Deputy City Attorney are on-site at City Hall at least five (5) days of week.

The work for Ottinot Law has just begun in the City of Tamarac. In two short months, the City of Tamarac has embarked on a new path to address the needs of residents especially in the land use area. Ottinot Law intends to be an innovative boutique law firm, which has the ability to address the legal needs of the City of Tamarac in a manner that is efficient and cost effective for the City. Ottinot Law fully understands its role: to serve the legal needs of the City Commission and the City Manager and his staff. As a testimony to the fact that Ottinot Law has met the expectations of the City Commission in addressing the legal needs of the City of Tamarac during the interim period, the City Commission removed the interim city attorney title from Ottinot Law and appointed the firm as the permanent City Attorney on March 10, 2021. Commissioners graciously commented in the *Tamarac Post* as follows:

“Mr. Ottinot and the team of attorneys at Ottinot Law P.A. arrived in Tamarac poised and ready to work since their first day,” said Vice Mayor Elvin Villalobos, who represents Tamarac’s District 3. ‘I believe this is a great team of professionals, and expect nothing less than quality and sound guidance.’”

“Not only does Hans Ottinot make history as Tamarac’s first Caribbean-American, Permanent City Attorney, but he comes to us well-qualified to meet the needs of our growing City,” said Tamarac’s District 1 Commissioner, Marlon D. Bolton.”

“As Tamarac evolves, with development on the move throughout our City, I believe Mr. Ottinot and his team are equipped to advise us as we enter a new era of land and economic development,” said Mike Gelin, Tamarac’s District 2 Commissioner.”

“This team of attorneys is well-versed in their craft; and they keep me well-abreast of the City’s legal affairs,” said District 4 Commissioner Debra Placko. ‘I am confident that this will continue.’”

The article, appearing in the March 16, 2021 *Tamarac Post*, is attached for your review.

Without any celebration as to the permanent appointment as City Attorney, Ottinot Law continues to work tirelessly to address the legal needs of the City of Tamarac because complacency is an unacceptable word for the attorneys at Ottinot Law.

Ottinot law was recently founded by its managing partner Hans Ottinot, who manages the day-to-day affairs of the law firm. Mr. Ottinot has a keen understanding of all aspects of municipal law. Indeed, during his 15 years career as a City Attorney, Mr. Ottinot has been recognized as one of the Top Government Attorneys in the State of Florida. Mr. Ottinot has also served as Chair of Florida Bar City, County, and Local Government Law Section, which provides legal support to local governments on a state-wide basis. Mr. Ottinot is the principal representative of the firm and will continue in that capacity.

Pamala H. Ryan, a Partner with Ottinot Law currently serves as Deputy City Attorney through the firm, with the City of Tamarac and will continue in that role as the secondary representative. Ms. Ryan has 25 years’ experience in municipal government law, which includes serving for 16 years as city attorney for a south Florida city, and another 4 ½ years in private practice serving municipal clients. Ms. Ryan is Florida Board Certified in City, County, Local Government Law and brings all of her experience to the City of Tamarac.

Regine Monestime, Esq., is Of Counsel with Ottinot Law and provides invaluable service to the team. Ms. Monestime has over 20 years’ experience in municipal law. She has served as city attorney for two South Florida cities and has a myriad of experience negotiating deals and litigating in state and federal trial and appellate courts. Ms. Monestime will be available to provide expertise in many areas as needed.

Dotie Joseph, Esq., is Of Counsel with Ottinot Law and provides unique talent to the firm. Not only is Ms. Joseph an outstanding attorney who has served as a Deputy City Attorney in North Miami Beach, she is also a State Representative for District 108 in Florida’s Legislature. Ms. Joseph handles employment matters and will also be available to provide expertise to the City as needed.

Jasmine Barnes is the Executive Office Manager and Senior Paralegal for Ottinot Law. Ms. Barnes is familiar with all aspects of municipal law having served in similar capacities for 17 years when

she was employed with the City of Sunny Isles Beach. During her tenure with the City of Sunny Isles Beach, Ms. Barnes played in an instrumental role in creating a contract and public records review process to ensure a timely response to such requests. As with Mr. Ottinot and Ms. Ryan, Ms. Barnes maintains a constant presence at the City of Tamarac.

Ottinot Law is extremely qualified to handle all the legal needs of the City without the need of outside counsel unless such counsel is mandated by insurance agreements. Team members have represented local governments in state and federal court in complex litigation and effectively negotiated complex real estate and land use agreements.

Ottinot Law is well aware that qualifications alone are not enough to be an effective City Attorney. With over 30 years' experience as "City Attorney" alone, the team understands that client communication is essential to providing quality service to a local government. As such, Ottinot Law is available on a 24-hour basis to members of the City Commission, City Manager, and his staff. We are always available to our clients and are quick to respond to the legal needs of the clients without hesitation.

In addition to the resumes included in the Proposal for your review, please find below a summary of the experience of Principal Representative, Hans Ottinot and Secondary Representative, Pamala Ryan.

Hans Ottinot, Esq.

Hans Ottinot is the founder and managing partner of Ottinot Law P.A., who manages the day-to-day affairs of the law firm. Mr. Ottinot has over twenty years' experience handling governmental and complex business law matters. In addition to playing a pivotal role in the redevelopment of the City of Sunny Isles Beach, Florida, Mr. Ottinot played a pivotal role with the founding leaders in the creation of the City of Miami Gardens. He has also represented private businesses in complex development matters to promote smart growth development projects, negotiated complex contracts in the areas of commercial leasing, employment, sports law, and joint venture agreements.

Prior to founding Ottinot Law, Mr. Ottinot worked for the City of Sunny Isles Beach for nineteen years, serving as its City Attorney for 14 of those years. In the capacity as City Attorney, Mr. Ottinot did it all, from running the day-to-day operations of the legal department to handling complex land use and real estate matters which helped to redefine the City, to drafting ordinances, resolutions and handling labor and employment matters relating to general and police employees. Mr. Ottinot represented the City in personal injury lawsuits, eminent domain cases, foreclosure cases and handled forfeiture hearings for the police department. Mr. Ottinot trained elected officials and boards on public records, sunshine law, and ethics.

Previously, as mentioned, Mr. Ottinot helped to create the City of Miami Gardens, by among other things, assisting with the creation of enabling documents, creating ordinances, policies and directives, and negotiating complex interlocal agreements with Miami-Dade County and other agencies.

In addition, Mr. Ottinot feels strongly about serving the community. He has served on numerous boards and committees during his legal career including serving as Past Chair to the 11th Circuit Judicial Nominating Commission, serving as Past Chair to the Florida Bar's City, County, and Local Government Section, Government Lawyer Liaison Florida Bar Board of Governors, the Miami-Dade County Charter Committee, Past President of Haitian Lawyers Association, and actively participating in the Wilkie D. Ferguson Bar Association, the T.J. Reddick Bar Association, Caribbean Bar Association, the Virgil Hawkins Bar Association, the Cuban-American Bar Association and the Miami MoCaad Contemporary Art Group.

Mr. Ottinot provides a variety of training on issues of local and State Ethics, public records and the sunshine law throughout Florida and to legal organizations.

Pamala H. Ryan, Esq.

Pamala H. Ryan has twenty-five years' experience representing municipalities in virtually all facets of local government law, from drafting ordinances and complex contracts and agreements, to handling land use matters including rezones, comprehensive plan changes and related redevelopment matters with CRAs; prosecuting code enforcement violations, handling a variety of marina and water related issues; and addressing procurement, public records, sunshine law, and ethics issues. She has handled pension and labor and employment matters which included developing personnel policies and procedures, conducting employee training, conducting pre-termination hearings, and responding to charges of discrimination filed with the Palm Beach County and United States Equal Employment Opportunity Commissions.

Prior to joining Ottinot Law, P.A., Ms. Ryan worked for the City of Riviera Beach for 20 years, where she served as City Attorney for 16 of those years. Ms. Ryan was responsible for overseeing the City's entire litigation program, which included anywhere from 25-40 cases at any given time. Ms. Ryan strategized on all cases, assisting as co-counsel in several instances.

Further, as City Attorney, Ms. Ryan reported directly to a five-person city council and mayor, attending all city council meetings and public hearings and she served as the District Attorney for the Riviera Beach Utility Special District, handling water issues before the District Board and administrative agencies. Working very closely with thirteen different departments, she assisted with numerous legal issues and drafted legal instruments for a variety of situations including contracts and agreements for professional services, purchase agreements, bid documents, contracts for construction, real estate instruments including bills of sale; deeds, easements; dedication agreements, resolutions and ordinances, etc. Using her skills developed administratively, Ms. Ryan assisted executive staff with budgeting strategies during lean years, including advancing bonding opportunities, restructuring the City's pension plans, and developing strategies to restructure the employee complement at the City.

Most recently, Ms. Ryan served as a lawyer at the law firm of Torcivia, Donlon, Goddeau & Rubin, P.A., for over four years, where she represented several municipalities in Palm Beach County including the City of Lake Worth Beach, the Town of Ocean Ridge, the City of Belle Glade, and the Town of Highland Beach, in varying capacities, i.e., as city or town attorney, board attorney to their boards of adjustment, planning & zoning boards, a historic preservation board and code

enforcement. In those capacities, Ms. Ryan drafted legal instruments, assisted in revising a client's risk program, updated a historic preservation ordinance in conjunction with the State of Florida, drafted land development regulations and other municipal ordinances and resolutions, and handled day-to-day legal issues.

Ms. Ryan has been certified by the Florida Bar in City, County & Local Government Law since 2013, and had the privilege and honor to be appointed as a member of the City, County and Local Government Certification Committee, where she served serve for six years (2014-2020), and during that time she acted as Vice-Chairperson and Chairperson. Ms. Ryan has also spoken to organizations and boards on issues of the sunshine law and public records.

In conclusion, Mr. Ottinot, Ms. Ryan, and the rest of the Ottinot Law team, stand ready to continue delivering superior legal services to the City of Tamarac.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hans Ottinot", with a stylized flourish extending to the right.

Hans Ottinot, Esq.
Managing Partner
Ottinot Law, P.A.

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GOVERNMENT LOCAL NEWS PRESS RELEASE

March 16, 2021 |

Ottinot Law P.A. legal team joins the City of Tamarac

By Staff Writer



Tamarac, Fla. (March 16, 2021) – Effective March 10, 2021, Hans Ottinot, Esq., Managing Partner of Ottinot Law P.A., was named the City of Tamarac's Permanent City Attorney, following a four to one vote by the Mayor and Commissioners.

The Ottinot Law P.A. legal team joins the City of Tamarac with more than 40 years of experience in local government law. With Hans Ottinot, Esq. at the helm and support from partner and Deputy City Attorney Pamala Ryan, Esq., Ottinot Law P.A. will provide general professional legal services to the City of Tamarac. The firm's attorneys have wide ranging expertise in municipal law, land use law, the development review process, negotiation and legal strategizing.

"Mr. Ottinot and the team of attorneys at Ottinot Law P.A. arrived in Tamarac poised and ready to work since their first day," said Vice Mayor Elvin Villalobos, who represents Tamarac's District 3. "I believe this is a great team of professionals; and expect nothing less than quality and sound guidance."

Ottinot makes history as the first Black attorney to lead Tamarac's City Attorney's Office. Prior to becoming Permanent City Attorney, Ottinot was contracted as Tamarac's Interim City Attorney on January 9, 2021. As Permanent City Attorney, Ottinot brings a wealth of legal experience in government and business. He has a proven record as a formidable litigator. Throughout his career, he has also served as City Attorney for the City of Sunny Isles Beach, the City of North Miami, the City of Miami Gardens at the time of its founding and Interim City Attorney for the City of North Miami Beach. During his 14-year tenure with Sunny Isles Beach, Ottinot provided legal guidance as the City transformed its image as a retirement community, to a thriving oceanfront destination with an array of high impact development projects.

"Not only does Hans Ottinot make history as Tamarac's first Caribbean-American, Permanent City Attorney, but he comes to us well-qualified to meet the needs of our growing City," said Tamarac's District

1 Commissioner, Marlon D. Bolton.

"As Tamarac evolves, with development on the move throughout our City, I believe Mr. Ottinot and his team are equipped to advise us as we enter a new era of land and economic development," said Mike Gelin, Tamarac's District 2 Commissioner.

Ottinot is an active member of the South Florida community. He is the Past Chairman of the 11th Circuit Judicial Nomination Commission; Past Chairman of the Florida Bar City, County, and Local Government Section; and Past President of the Haitian Lawyers Association. He also holds memberships in the Government Lawyer Liaison Florida Bar Board of Governors, Miami-Dade County Charter Committee, Wilkie D. Ferguson Bar Association, T.J. Reddick Bar Association, Caribbean Bar Association, Virgil Hawkins Bar Association, Cuban-American Bar Association and Miami MoCAAD Contemporary Art Group. Ottinot lives in Coral Springs with his wife and two children.

Ryan, the Deputy City Attorney, also brings a wealth of experience to the team. She has more than 25 years of experience in local government law. Since 2013, Ryan has been board certified by the Florida Bar in City, County & Local Government Law. During her 25 years in local government law, Ryan represented numerous municipalities throughout South Florida. Ryan is involved in several organizations in the legal community, including the Florida Association for Women Lawyers.

Both Ottinot and Ryan express gratefulness for the opportunity to provide excellent legal services to the City of Tamarac.

"This team of attorneys is well-versed in their craft; and they keep me well-abreast of the City's legal affairs," said District 4 Commissioner Debra Placko. "I am confident that this will continue."

ABOUT THE CITY OF TAMARAC

Tamarac covers a 12-square mile area in western Broward County and is home to more than 65,000 residents and approximately 2,000 businesses. Ideally situated, Tamarac provides easy access to highways, railways, airports and waterways, and a wealth of cultural and sports activities. Tamarac's median age continues to grow younger and the population more diverse, as people recognize the City as a great place to spend their lives. For more information visit www.Tamarac.org.

CONTACT:

Eunicia Baker or Sue Zeiler

City of Tamarac
Public Information Office
Eunicia.Baker@tamarac.org
Sue.Zeiler@Tamarac.org
(954) 597-3523
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The Florida Bar

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Executive Director

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State of Florida)

County of Leon)

In Re: 0077577
Hans Ottinot Sr.
Ottinot Law, P.A.
5944 Coral Ridge Dr PM 201
Coral Springs, FL 33076-3300

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **April 30, 1996**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 28th day of **March, 2021**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-127855



Hans Ottinot, Esq.

5944 Coral Ridge Drive, PM#201, Coral Springs, Florida 33076 · (786) 202-1136
Email: Hans@ottinotlawpa.com

BAR ADMISSIONS

Florida Bar, U.S. District Court Southern District of Florida, and Eleventh Circuit U.S. Court of Appeals

EDUCATION

University of Miami School of Law, Coral Gables, FL, Juris Doctor, May 1995

Colgate University, Hamilton, NY, Bachelor of Arts in Political Science, May 1992

LEGAL EXPERIENCE

Ottinot Law, P.A.

Managing Partner, 2020-Present

Manage the daily operations of a boutique law firm specializing in representing local governments and private sector clients in complex transaction and litigation matters involving land use, property rights, elections, ethics, leasing, and real estate.

Coral Springs, FL

RK Centers

Chief Legal Strategist and VP of Government Relations, Feb. 2019-Oct. 2020

Represent a major shopping center developer in complex real estate and commercial leasing matters throughout South Florida area.

Sunny Isles Beach, FL

City of Sunny Isles Beach

City Attorney 2005-2019

Deputy City Attorney 2000-2005

Served as City Attorney and Deputy City Attorney of the City of Sunny Isles Beach during the transformation of the City from a retirement community to a luxury condominium community with an active lifestyle. Represented the City in all legal matters.

Sunny Isles Beach, FL

City of North Miami

City Attorney 03/2005-05/2005

Served as Legal Advisor to the City Council, City Manager and staff, and boards of the City.

North Miami, FL

City of Miami Gardens

Interim City Attorney 2003-2004

Served as City Attorney during the first year of the City and was responsible for negotiating complex interlocal agreements with Miami-Dade County.

Miami Gardens, FL

Heinrich Gordon Hargrove, et. Al

Associate 1999-2000

Represented telecommunications companies in complex commercial litigation in state and federal court.

Ft. Lauderdale, FL

Office of the Attorney General

Assistant Attorney General, 1998-1999

Represented state agencies and state officials in complex civil cases filed in state and federal court.

Ft. Lauderdale, FL

PROFESSIONAL/CIVIC ACTIVITIES/NOTABLE RECOGNITION

Past Chair of the 11th Circuit Court Judicial Nomination Commission • Recognized as one of the Top Government Attorneys by Florida Trend's • Former Member of Miami-Dade County Charter Committee

- Past Chair of Florida Bar Local Government Executive Council • Past President of Haitian Lawyers Association • Hall of Fame Inductee Miami Edison Sr.



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

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Executive Director

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State of Florida)

County of Leon)

In Re: 0996432

Pamala Hanna Ryan
Ottinot Law, P.A.
5944 Coral Ridge Dr PM # 201
Pompano Beach, FL 33076-3300

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **January 26, 1994**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 28th day of **March, 2021**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-127850



PAMALA H. RYAN

Experience

Partner, Ottinot Law, P.A.

February 2021 – Present

- Represents municipal clients at every level of their daily operations by drafting contracts, ordinances, resolutions and orders, by representing various boards, and handling administrative and litigation matters.
- Represents private sector clients in business and land use matters.

Attorney, Torcivia, Donlon, Goddeau & Rubin, P.A.

September 2016 – February 2021

- Acted as legal counsel to city commissions/councils, planning and zoning boards and historic preservation boards for municipal clients throughout south Florida.
- Served as code enforcement counsel for municipal clients.
- Drafted a myriad of contracts and agreements for municipal clients and their departments.
- Drafted ordinances, bid and RFP documents, resolutions, development orders, etc., for municipal clients and their departments.
- Managed litigation in conjunction with risk management for municipal clients.
- Litigated code enforcement cases and land use appeals for municipal clients.
- Trained municipal client boards and employees on public records, sunshine law, ethics, and quasi-judicial proceedings.

City Attorney, City of Riviera Beach, FL

May 2000-July 2016

- Chief Legal Advisor and Counsel to the Mayor, a five person City Council, City Manager, and Department Directors.
- Represented the City Council in all City, Utility District, and nuisance abatement meetings.
- Handled land use matters and working closely with the Community Redevelopment Agency on revitalization issues within the CRA boundaries.
- Negotiated and drafted contracts on a wide array of issues including telecommunications matters, construction contracts, service agreements, leases, and leases.
- Drafted ordinances, resolutions, deeds, bids and other legal documents.

- Managed all litigation in the City.
- Defended the City in employment arbitration cases, labor and other personnel matters.
- Prepared the City Attorney departmental budget.

Deputy City Manager, City of Riviera Beach, FL
June 1999 – May 2000

- Responsible for direct administrative oversight of eight City departments including the monitoring of all departmental activities and projects.
- Assisted in the development of the City's 1999-2000 FY budget and organizational restructuring.
- Worked closely with the city manager on major land development, environmental and capital improvement projects.
- Instituted review of interdepartmental policies and task analyses for the purpose of improving employee and departmental efficiency.

Assistant City Attorney, City of Riviera Beach, FL
June 1996-June 1999

- Litigated cases on behalf of the City up to and including trial.
- Represented the City in employee disciplinary hearings and arbitrations.
- Acted as chief negotiator in contract negotiations with citywide employee unions.
- Provided legal representation to the City in E.E.O.C. complaints.
- Served as advising counsel for the City on several municipal boards including Planning & Zoning and Zoning Board of Adjustment.
- Prepared legal memoranda for the City Attorney and rendered formal legal opinions to the City Council, all department heads, and administrative personnel of the City.
- Drafted and reviewed contracts and other legal documents on behalf of the City.

Staff Attorney for the Honorable W. Matthew Stevenson, Fourth District Court of Appeal
April 1994-June 1996

- Researched case law and wrote formal bench memoranda on final civil and criminal appeals emanating from six counties for consideration by Judge Stevenson and other judges on the appellate panel.
- Analyzed writs and motions filed in the appellate court.
- Assisted judges in drafting published opinions.

Assistant Public Defender, 15th Judicial Circuit Public Defender's Office
October 1993-April 1994

- *Appellate Division*: Wrote felony criminal appeals for indigent clients convicted in trial court. Reviewed transcripts, determined viable issues, researched and briefed arguments to be heard at the appellate level.

- *Trial Division:* Assigned a misdemeanor case load. Created and argued pre-trial motions, conducted discovery, negotiated plea bargains, litigated jury and non-jury trials.

Education

University of Florida College of Law, Juris Doctor
Gainesville, Florida

Purdue University, Bachelor of Science in Economics
West Lafayette, Indiana

Bar Admissions

- Member of the Florida Bar
- United States Southern District of Florida
- Supreme Court of the United States

Civic and Professional Organizations

- The Florida Bar's Board Certification Committee for City, County and Local Government Law, 2014-2020, Chairperson 2018-19, Vice Chairperson 2016-18
- Florida Bar, member of City, County and Local Government Section
- Palm Beach County Bar Association
- F. Malcolm Cunningham, Sr. Bar Association
- Florida Association for Women Lawyers

Certifications

- Florida Bar City, County and Local Government Law specialized certification 2013-present

E. Section IV. 4.3 **LEGAL EXPERIENCE**

1. Ethics and Public Records

The Ottinot Law team has over 60 years combined experience in the areas of ethics and public records law in the State of Florida. Over the years, team members have trained elected officials, board members and staff on public records, the sunshine law, and ethics. As time goes by, the laws in these areas evolve and the Ottinot Team is committed to keeping clients advised of the changes in law. In addition to training clients, Mr. Ottinot has trained elected officials throughout the Miami-Dade League of Cities with regards to mandatory ethics requirements for municipal officials and Ms. Ryan has trained elected officials through the Palm Beach County League of Cities on public records and the sunshine law. Further, Mr. Ottinot has also served on a Volunteer Ethics Committee created by the Miami-Dade Commission on Ethics to review and revise the Code of Ethics of Miami-Dade County.

2. General Municipal Law

The Ottinot Law Team is well versed in all areas of municipal law as indicated by the information provided in this Proposal.

3. Workers Compensation

The Ottinot Law Team is well versed in the area of workers compensation law. As City Attorney in various municipalities, Ottinot Law team members have worked closely with risk management departments to mitigate workers compensation claims and with outside counsel (hired by insurance companies) when necessary to resolve cases.

4. Procurement and Contracting

Ottinot Law Team members are extremely familiar with the procurement requirements for local governments and have worked with procurement departments to refine their solicitations. It is critical to update documents regularly as new legislation passes frequently which impacts the process. Team members have represented municipal clients in bid protests and have drafted and/or reviewed hundreds of agreements relating to the procurement of goods and services, the Consultants Competitive Negotiation Act (CCNA), and construction projects.

5. Risk Mitigation

The Ottinot Law Team is a strong advocate of preventive law in the area of tort litigation. During his tenure as City Attorney, Mr. Ottinot worked closely with the staff of the City

Manager to mitigate tort claims by requesting maintenance logs for properties that were generally used by the general public. Mr. Ottinot has worked closely with Florida Municipal Insurance Trust of the Florida League of Cities to resolve claims during his long career as City Attorney. Likewise, Ms. Ryan has worked closely with municipal staff, third party administrators, and insurance companies in the administration of municipal risk programs, including reviewing and analyzing proposals for insurance, and making decisions on settling or litigating cases to trial.

6. Land Use and Zoning

Mr. Ottinot is an expert in land use and zoning law due to the fact that he has experience in almost every single area of land use and zoning law. He played an instrumental role in transforming the City of Sunny Isles Beach from a retirement community to a luxurious condominium community, which is now considered one of the wealthiest cities per capita in the United States. Specifically, during his tenure as City Attorney for the City of Sunny Isles Beach, the tax base of the City rose from One Billion Dollars to Ten Billion Dollars.

Ms. Ryan has represented planning and zoning boards, historic preservation boards, boards of adjustments and city commissions/councils that have had final decision making authority on land use and zoning matters. Both Mr. Ottinot and Ms. Ryan have represented municipalities in litigation matters.

7. Building Code

Mr. Ottinot has a keen understanding of the Florida Building Code based on his experience as City Attorney for the City of Sunny Isles Beach. During his tenure as City Attorney of the City of Sunny Isles Beach, the City experienced a development boom which required Mr. Ottinot to resolve a number of issues under the South Florida and Florida Building Codes. Specifically, Mr. Ottinot was able to assist the Building Official in resolving legal issues to expedite the construction of numerous development projects. Ms. Ryan has worked with municipal staff members to draft local amendments to the Florida Building Code and has defended staff and its interpretation of building codes at code enforcement hearings.

8. Code Enforcement

The Ottinot Law Team has vast experience handling code enforcement matters. Team members have served and continue to serve clients as code enforcement prosecutor, special magistrate, and litigator in code enforcement foreclosure matters. Specifically, in the City of Tamarac, Ottinot Law acts as code enforcement prosecutor and assists code enforcement by

drafting stipulated agreements and other documents needed to carry out its mitigation program.

9. Utilities

Mr. Ottinot is very familiar with utility issues especially relating to water utilities. Prior to working as a city attorney, Mr. Ottinot was a Staff Attorney with the Florida Public Service Commission in Water and Wastewater and Telecommunications Divisions. During his tenure with the Public Service Commission, Mr. Ottinot worked with private water utilities to ensure that utilities were charging the appropriate rate and they were maintaining their facilities.

Ms. Ryan has represented several municipalities with water utility departments (and one with an electric utility). She is very familiar with their operations, agreements with neighboring communities and the unique issues relating to bonds, liens, etc.

10. Public Safety

Ottinot Law team members have represented municipal police and fire departments in transactional and litigation matters, from reviewing and revised Standards of Operation Procedures to resolving employment disputes within police and fire departments. In addition, Mr. Ottinot negotiated a police service contract with Miami-Dade County during the early period of incorporation of the City of Miami Gardens.

11. Labor

Labor issues are integral to general local government and the Ottinot Law team has a keen understanding of labor laws. Prior to serving as City Attorney, Mr. Ottinot represented state agencies and state officials in employment discrimination claims in state and federal court. Mr. Ottinot has represented municipal clients before administrative agencies in response to charges of discrimination. Moreover, Mr. Ottinot negotiated Collective Bargaining Agreement ("CBA") between the police department and the City of Sunny Isles Beach. This CBA is one of the few CBAs that "just cause" is not required for termination of a police officer for violating policies and procedures of the police department.

Likewise, Ms. Ryan, while serving as assistant city attorney and city attorney in the City of Riviera Beach, negotiated collective bargaining agreements between the city and its general employees, police and fire departments. Ms. Ryan also represented the City in pretermination and grievance hearings.

12. Forfeiture

Intimately familiar with this process, Ottinot Law provides forfeiture services to its clients, working closely with police to file lawsuits to recover forfeiture funds and assets. This service can be provided to the City of Tamarac. Specifically, during his tenure as City Attorney with Sunny Isles Beach, Mr. Ottinot worked closely with the police department to file lawsuits to recover forfeiture funds or assets and advised the police department on compliance issues relating to the use of forfeiture funds.

13. Municipal Bonds

Ottinot Law attorneys have worked closely with bond counsel and the issuer counsel to ensure compliance with bond disclosure requirements. Both Mr. Ottinot and Ms. Ryan have drafted the appropriate legislation to facilitate bond approvals for municipal clients and utility departments.

14. Pension

Although pension boards have their own pension attorneys, both Mr. Ottinot and Ms. Ryan have represented municipal clients on pension matters, drafting legislation at the local level to implement pension plans and change them when necessary. Specifically, Ms. Ryan, on behalf of Riviera Beach, worked with staff at the Florida Retirement System to move employees from municipal pension plans to the state retirement system.

15. Solid Waste and Recycling

The Ottinot Team is familiar with issues relating to Solid Waste and Recycling and has represented municipalities in drafting solid waste and recycling agreements and code provisions to implement those agreements.

F. Section IV. 4.4 FLORIDA BAR AND ETHICS

Not applicable.

G. Section IV. 4.5 POTENTIAL CONFLICT OF INTEREST or ETHICAL CONSIDERATIONS

None

H. Section IV. 4.6 LIST OF MUNICIPAL CLIENTS

Ottinot Law is currently serving as Interim City Attorney for the City of North Miami Beach.

I. Section IV. 4.7 **MALPRACTICE CLAIMS**

None

J. Section IV. 4.8 **FIRM'S APPROACH TO PROVIDE LEGAL SERVICES**

The firm has a hands-on approach to providing legal services to the Mayor, City Commission, City Manager and staff. The firm is committed to providing services 24 hours per day, 7 days per week. We are available via email, telephone, and virtual platforms. Ottinot Law is committed to being at City Hall five (5) days a week to address clients' legal needs and also to provide strategic advice.

K. Section IV. 4.9 **AREAS OF EXPERTISE AND OUTSIDE COUNSEL**

The entire team at Ottinot Law is extremely familiar with all areas of municipal law and understands that this area of law requires a wide range of expertise. As discussed above, our firm members are well versed in land use and zoning law and development related matters, public records, sunshine law, ethics, and drafting agreements, ordinances, resolutions, and other documents on a range of issues.

With regard to outside counsel, the firm is able to litigate cases without the need of outside counsel. If outside counsel is hired, it is usually more efficient to allow one of the attorneys to work closely with outside counsel in resolving cases which lowers costs for the local government. Mr. Ottinot has been very successful in representing local governments during his tenure as City Attorney.

L. Section IV. 4.10 **SUBCONTRACTORS**

None at this time.

M. Section IV. 4.11 **COMPENSATION**

When Ottinot Law was initially selected to provide services to the City, it agreed to work under the same compensation structure provided to the predecessor law firm and has continued to do so. The firm agrees to continue to operate under the current structure of compensation of \$225 per hour for general services and \$140 per hour for paralegal services.

N. Section IV. 4.12 **PROFESSIONAL REFERENCES**

Attached to this Proposal.

Litigation History is also attached.

PROFESSIONAL REFERENCES

- (1) Former Mayor of Sunny Isles Beach Norman S. Edelcup – (786) 202-1119
- (2) Former Mayor of Miami Gardens Shirley Gibson – (305) 904-5917
- (3) Broward County Commissioner Dale Holness - Dholness@broward.org or (954) 357-7009
- (4) Hope Calhoun, Esq. (561) 405-3324
- (5) City of Sunny Isles Beach Commissioner Dana Goldman – (305) 358-6300
- (6) Broward Federal Judge Rodney Smith – (786) 714-5683
- (7) John K. Shubin, Esq. Shubin-jshubin@shubinbass.com or (305) 381-6060
- (8) Assistant Broward County Attorney Fernando Amuchastegui – (305) 432-6960
- (9) Former Vice mayor of Sunny Isles Beach Lewis Thaler – (786) 202-1122
- (10) City Attorney of Miami Gardens Sonja Dickens – (954) 793-0168

CLIENT REFERENCES

Peggy Gossett Seidman, Town Commissioner, Town of Highland Beach, FL cell #: 561-702-8599

Mary Wilkerson, City Commissioner, City of Belle Glade, FL cell # 561-248-4026

State Representative Omari Hardy, Former City Commissioner City of Lake Worth Beach, FL cell #954-868-6208

William Waters, Community Sustainability Director, City of Lake Worth Beach, FL, work # 561-586-1687

LITIGATION HISTORY

The firm has extensive litigation experience in complex matters involving local governments and commercial businesses over the past 19 years. Ottinot Law stands ready to litigate in the areas of land use law, property rights, election, procurement, historic preservation, construction law, forfeiture, employment, code enforcement, unsafe structure, contract law, labor and employment, public records and Sunshine law, and investigation by United States Department of Justice. Mr. Ottinot has litigated cases in state and federal court during his legal career. His litigation experience has been vital in limiting the liability exposure of his governmental clients. He has served on the 11th Circuit Judicial Nomination Commission. Over his legal career, Mr. Ottinot has been involved in numerous lawsuits, from small to large cases. In particular, the following is a summary of certain important cases Mr. Ottinot has represented for government and business entities:

Florida Supreme Court

- *Miami-Dade County v. Omnipoint Holdings, Inc.*, 863 So. 2d 195 (Fla. 2003). Represented the City of Sunny Isles Beach before the Supreme Court of Florida as a friend of the court where the criteria used by Miami-Dade County to grant non-use variance was at issue. The issue in the case was whether Miami-Dade County had properly rejected in a quasi-judicial hearing an application for a construction of telecommunications tower. This case was an extremely important case for all local governments in South Florida since a ruling against Miami-Dade County would have negatively impacted the review of the site plan applications by local governments. The Supreme Court reversed the appellate court's decision and remanded the case for further proceedings at the appellate court, which upheld the County's decision to reject the telecommunications tower.

Federal Court

- *Temple B'Nai Zion, Inc. v. City of Sunny Isles Beach, et. al.* Case No. 1:10-CV-24549-JLK. Represented the City in complex religious discrimination case where Jewish synagogue challenged designation of temple as historic landmark. The lawsuit filed by the Temple was dismissed by the district court. However, the City and Temple were able to settle the case in a mutually beneficial manner where the historic landmark designation would remain.
- *Temple B'Nai Zion, Inc. v. City of Sunny Isles Beach*, Investigation by the United States Department of Justice. Represented city officials in a three (3) year investigation of allegations that the city officials unlawfully discriminated against a Jewish synagogue as a result of the designation of the Jewish synagogue as historic. The investigation was closed after the City and Temple settled related litigation.

Trial Court Cases

- *City of Sunny Isles Beach v. Meyer B. Marks, et. al.* Case No. 09-55633-CA21 (11th Circuit-Miami-Dade County). Represented City in complex eminent domain case involving six property owners, including a strip club operator. The City condemned five (5) acres of land for the purpose of constructing a municipal park. The case went to jury a trial. Property owners sought \$16 Million Dollars, but jury awarded \$10.6 Million Dollars. The property is now a beautiful park for residents of the City.
- *City of Sunny Isles Beach v. RK Associates, No.1* Case No. 04-12891 (11th Circuit Miami-Dade County) Represented the City in complex eminent domain case where the City condemned a property for a purpose of using the property for a public works facility. The City and property owner settled the matter in a mutually beneficial way for \$7 Million Dollars and the property is now used by the city overflow parking for public works and police vehicles.
- *City of Sunny Isles Beach v. Porto Bellagio Condominium Association, Inc, Case No. 2014-010629-01* (11th Circuit-Miami-Dade County). Represented the City in a complex case involving a challenge to an easement granted to the City by the condominium. In particular, the condominium association sought to invalidate the easement agreement based on certain legal grounds. The City was able to retain the grant of easement and the parties settled the matter by clarifying certain language in the easement.
- *Dezer Properties, LLC v. the City of Sunny Isles Beach, and Publix Supermarkets, Inc.* Case No. 14-22267-CA-10 (11th Circuit-Miami-Dade County). Represented the City in a case challenging the zoning approval issued for a new grocery store. The parties were able to settle the case at the trial level without further litigation.
- *Lewis Thaler v. Bud Scholl, et. al.* Case No. 14-29339-CA-08 (11th Circuit Miami-Dade County). Represented newly elected mayor and city officials in challenge to election results in favor of the newly elected mayor. Plaintiff sought to throw out votes for the candidate who withdrew from the race. Plaintiff's lawsuit was dismissed.
- *RK Hallandale LP v. Boston Market Corp.* Case No. 20-006649 (17th Judicial Circuit Broward County). Represented commercial landlord in breach of lease agreement matter. Case was settled in favor of the landlord.
- *18100 Collins Avenue Shopping Center, LTD. v. Burger Guys of Sunny Isles, LLC.,* Case No. 2020-010967-CA-01 (17th Judicial Circuit Broward County). Represented commercial landlord in breach of lease agreement matter. Case was settled in favor of the landlord.

State of Florida Appellate Courts

- *Town of Golden Beach, et. al. v. City of Sunny Isles Beach, et. al.* DOAH Case No. 04-000002 GM, Case No. DCA 03-GM-253; Case No. 3D05-2877, Case No. 3D07-1644. Represented the City before an administrative body and in numerous appellate proceedings. Neighboring town and its residents challenged for 5 years the zoning approval of a luxurious high condominium under the City's Comprehensive Plan. Specifically, the neighboring town asserted that the City failed to provide proper notice to the town prior to approval of the development project. After 5 years of litigation, the City was able to defeat the legal challenge asserted by the Town.
- *City of Sunny Isles Beach v. Publix Supermarkets, Inc.* Case No. 3D11-1846, Case Citations: 996 So. 2d 238 (Fla. 3rd DCA 2008); 53 So. 3d 1237 (Fla. 3rd DCA 2011). Represented the City in complex land use matter which had three (3) separate appeals before the appellate court. In particular, the City Attorney, Mr. Ottinot, rejected Publix's site plan application pursuant to the City Code where Publix sought to use 13 acres of submerged land for density and intensity purposes to construct a mixed used development consisting of a grocery store and 300 residential condominium units. After five (5) years of intense litigation, the City was able to prevail against Publix.
- *City of Sunny Isles Beach v. Temple B' Bai Zion, Inc.* Citation No. 43 So. 3d 904 (Fla. 3rd DCA 2010). Represented the City in a challenge to a quasi-judicial decision made by Historic Preservation Board to designate a Jewish synagogue as historic. The Court upheld the decision of the Historic Preservation Board.
- *City of Sunny Isles Beach v. Cavalry Corp, et. al.* Case Citation No. 208 So. 2d 1247 (Fla. 3rd DCA 2017). Represented the City in complex eminent domain case where the City condemned submerged land to construct emergency pedestrian bridge. Case was decided by a jury. Property owner was seeking compensation in the amount of \$5.8 million dollars, but jury awarded property owner approximately \$855,000.00. City challenged the jury verdict on the grounds that compensation was speculative due to the fact that the highest and best use of the property was not as a marina. The appellate court affirmed the jury's verdict.
- *Tran Construction Corp. v. City of Sunny Isles Beach*, Case No. 3D08-818. Represented the City in bid protest challenge of award of multi-million dollars bid for sewage and draining project. Court ruled favor of the City.

21-09L - Legal Services

Opening Date: March 11, 2021 6:00 PM

Closing Date: March 29, 2021 3:00 PM

Vendor Details

Company Name: Ottinot Law, P.A.

Does your company conduct business under any other name? If yes, please state: No

Address: 5944 Coral Ridge Drive, PM #201
Coral Springs, FL 33076

Contact: Pamala Ryan

Email: pamala@ottinotlawpa.com

Phone: 561-313-8277

Fax: 561-841-5010

HST#: 85-2763505

Submission Details

Created On: Sunday March 28, 2021 21:39:06

Submitted On: Monday March 29, 2021 13:23:10

Submitted By: Pamala Ryan

Email: pamala@ottinotlawpa.com

Transaction #: d560397d-404f-45a1-a728-3491e7aa3748

Submitter's IP Address: 96.85.232.30

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Rate

Please provide the hourly rate which your firm will use as the base rate for services provided under any Agreement entered into as a result of this Request for Letters of Interest. Respondent may add up to 6 additional supplemental rates, however, Line Item 1 will be the primary rate used in the evaluation of responses.

Line Item	Hourly Rate *
1	225.00

Bid Questions

Is your firm a Local Broward County Certified Business Enterprise (CBE) Vendor? If so upload proof under Document Upload 6 no

Is your firm a Local Tamarac Vendor? If so upload proof under Document Upload 7 no

Specifications

Scrutinized Companies

I certify that my company will not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
<input checked="" type="radio"/> Yes <input type="radio"/> No	*

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *	
<input checked="" type="radio"/> Yes <input type="radio"/> No	*

PROPOSER'S QUALIFICATION STATEMENT - 1

Line Item	The Correct Name of The Proposer Is:	The Address of the Principal Place of Business Is: *	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any governmental entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities/services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? *
1	Ottinot Law, P.A.	5944 Coral Ridge Drive, PMB 201 Coral Springs, FL 33076	Not applicable	no	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	None of the Above	<input checked="" type="radio"/> Yes <input type="radio"/> No

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 2

Line Item	Date of Incorporation: *	State of Incorporation	Presidents Name *	Vice President's Name:	Secretary's Name:	Treasurer's name	Name and address of Resident Agent:	If Offeror is an individual or a partnership - c) State whether general or limited partnership:	If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.	How many years has your organization been in business under its present business name
1	3/18/2019	Florida	Hans Ottinot	Not Applicable	Not applicable	Hans Ottinot	Registered Corporate Services, LLC 201 Alhambra Circle, Suite 1205, Coral Gables, FL	Not applicable	Not applicable	2

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 3

Line Item	Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or state registration. See Document Upload 5) *	Have you personally inspected the site of the proposed work? (If Applicable to this Proposal)	Do you have a complete set of documents, including drawings and addenda? *	Did you attend the Pre-Proposal Conference if any such conference was held?	Have you ever failed to complete any work awarded to you? If so, state when, where and why: *	List the pertinent experience of the key individuals of your organization *	State the name of the individual who will have personal supervision of the work: *	State the name and address of attorney, if any, for the business of the Offeror: *	State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:	State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:
1	0077577- Fla. Bar #	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	See proposal	See Proposal	Not applicable	Not applicable	Not applicable

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 4

Line Item	State the name of Surety Company which will be providing the bond, and name and address of agent: *	Bank References: (Include the Name, Address, Phone Number, Contract Name and Email	State the name of the firm preparing the financial statement and date thereof:	Is this financial statement for the identical organization named on page one? *	If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsubsidiary).
1	Not applicable	Not applicable	Not applicable	<input checked="" type="radio"/> Yes <input type="radio"/> No	Not applicable

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
CORPORATION	Ottinot Law, P.A.	5944 Coral Ridge Drive, PMB 201	9542548054	Coral Springs	FL	33076	077577	85-2763505	hans@ottinotlawpa.com

VENDOR OWNERSHIP

Line Item	Does your firm employ more than 50 persons (including full-time and part-time employees) *	Is your firm a construction firm? *	If you are a construction firm, is the average annual gross revenue for your firm for the past three (3) years greater than \$9 million?	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the primary owner's veteran status (at least 51% ownership): *	If your firm has been certified as a Small Business (SBE), a Women Owned Business (WBE), a Minority Owned Business (MBE) or a Veteran Owned Business (VBE), please indicate the agency or agencies that have granted the certification to your firm. (If you choose "other" please indicate the name or names of the certifying agency(ies)): *
1	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Male	African American/Black /Afro-Caribbean	Non-Veteran	Not Applicable / Prefer Not to Say

Local, Veteran and CBE Information

Line Item	Is the primary address of your firm located within the City limits of Tamarac *	Which of the following best describes the primary owner's veteran status? *	Is your firm a Broward County Certified Business Enterprise (CBE) Certified by Broward County? (*NOTE Proof of Certification must be included in Document Upload Section) *	
1	<input type="radio"/> Yes <input checked="" type="radio"/> No	Non-Veteran	<input type="radio"/> Yes <input checked="" type="radio"/> No	*

Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")	
1	Male	African American/Black/Afro-Caribbean	None	Other	NONE	*

E-VERIFY

E-VERIFY

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By acknowledging below, the Vendor confirms these terms shall be an integral part of its bid and the Contract.

I Hereby Acknowledge the E-VERIFY Information Below and Will Abide by Everything Outlined in this Section *	
<input checked="" type="radio"/> Yes <input type="radio"/> No	*

By execution of this Agreement, Contractor certifies that the Contractor will comply with all requirements outlined above for E-VERIFY

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *	
1	See proposal	See proposal	See proposal	See proposal	See proposal	*
2	See proposal	See proposal	See proposal	See proposal	See proposal	*
3	See proposal	See proposal	See proposal	See proposal	See proposal	*
4	See proposal	See proposal	See proposal	See proposal	See proposal	*
5	See proposal	See proposal	See proposal	See proposal	See proposal	*

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [NON-COLLUSIVE AFFIDAVIT & ACKNOWLEDGEMENT](#) - non_collusive affidavit.pdf - Monday March 29, 2021 13:09:06
- [Certified Resolution](#) - certified resolution.pdf - Monday March 29, 2021 13:10:04
- [W9](#) - W9.pdf - Monday March 29, 2021 13:10:18
- [Certificate of Insurance \(COI\)](#) - certificate of insurance.pdf - Monday March 29, 2021 13:10:39
- [Narrative Response](#) - Response to Request.pdf - Monday March 29, 2021 13:11:13
- Proof that Proposer is a Broward Co. Certified Bus. Entity (CBE) (optional)
- Proof the Respondent is a Local Tamarac Vendor (optional)

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Responding firms including but not limited to Invitations for Bid, Requests for Quotation and Requests for Proposal or Requests for Qualifications. As such the words "quotation", "bid", "proposal", "submittal", "response" or "solicitation" may be used interchangeably in reference to all offers submitted by prospective Responding firms. Any and all special conditions which may be provided in this RFQ, and Statement of Work or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Statement of Work, then the General Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Quoting firm to comply with the conditions, terms, specifications and requirements of the proposal shall be just cause for cancellation of the bid award. The City may, by written notice to the Responding firm, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: This agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

3. ASSIGNMENT

The Responding firm shall not transfer or assign the performance required by this RFQ without the prior written consent of the City. Any award issued pursuant to this RFQ and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

4. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the successful Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

6. OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the Responding firm of supplying such product(s) as specified.

7. INSURANCE REQUIREMENTS

Except for contract requirements where goods are drop-shipped to the City, responding firm agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Responding firm shall obtain at Responding firm's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Responding firm shall maintain such insurance in full force and effect during the life of this Agreement. Responding firm shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Responding firm shall indemnify and save the City harmless from any damage resulting to it for failure of either Responding firm or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

- General Liability - \$1M/\$2M
- Automobile – \$1M/\$1M
- Workers Comp – Statutory
- Professional Liability - \$1M

The City reserves the right to require higher limits depending upon the scope of work under this Agreement that may be outlined below.

Neither Responding firm nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Responding firm will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

The Responding firm's liability insurance policies shall be endorsed to add the City of Tamarac as "additional insured". The Responding Firm's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Responding firm shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Responding firm purchase a bond to cover the full amount of the deductible or self-insured retention. If the Responding firm is to provide professional services under this Agreement, the Responding firm must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. A sample Insurance certificate validating that the responding firm has the required insurance coverage that will meet the requirements outlined herein must be uploaded with Responding firm's bid.

8. INDEMNIFICATION

The Responding firm shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Responding firm or its Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

9. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

11. SCRUTINIZED COMPANIES

By execution of this RFQ, respondent certifies that respondent is not participating in a boycott of Israel. Respondent further certifies that Respondent is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has respondent been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

12. RECORDS/AUDITS

The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- Keep and maintain public records required by the City to perform the service;
- Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

13. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

14. E-VERIFY COMPLIANCE

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

15. CUSTODIAN OF RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Hans Ottinot, Managing Partner, Ottinot Law, P.A.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
21-09L -- Legal Services Addendum #1 Mon March 22 2021 04:00 PM	<input checked="" type="checkbox"/>	2

Rate

<u>Line</u>	
<u>Item</u>	<u>Hourly Rate</u>
1	225.00
2	
3	
4	
5	
6	
7	