

DAVIE, FLORIDA

RESOLUTION NO. R 2025-223

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE CONTRACT FOR PROFESSIONAL SERVICES WITH GREGG ROSSMAN, P.A. D/B/A ROSSMAN LEGAL FOR THE TOWN OF DAVIE CODE COMPLIANCE DIVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Office of the Town Attorney provides legal advisement to the Code Enforcement Division and handles Code Enforcement Prosecution;

WHEREAS, the Code Enforcement Division has undergone robust and expansive changes to enhance the protection and enforcement of the Town Code;

WHEREAS, the Office of the Town Attorney is desirous of retaining outside legal assistance to supplement our internal legal advisement for the Code Enforcement Division;

WHEREAS, the Office of the Town Attorney provides legal advisement to our Speed Camera Safety and Red Light Camera Safety Program Officers;

WHEREAS, the Town is expanding our Safety Camera Program;

WHEREAS, the Office of the Town Attorney is desirous of retaining outside legal assistance to supplement our internal legal advisement to our Speed Camera and Red Light Camera Safety Program Officers;

WHEREAS, the Town has been contracted with Gregg Rossman P.A. d/b/a Rossman Legal to assist the Town of Davie Police Department since 2015;

WHEREAS, the Office of the Town Attorney is desirous of engaging Rossman Legal to supplement our internal legal advisement of Code Enforcement;

WHEREAS, the requested professional services are exempt from competitive bidding in accordance with Town of Davie Code Section 2-323(g) – Exclusions and exceptions to bid and proposal requirements for professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA, THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town Council of the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie does hereby approve the contract for professional services with Gregg Rossman, P.A. d/b/a Rossman Legal for supplemental legal work to assist the Office of the Town Attorney in providing legal advisement to Code Enforcement and Camera Safety Programs, a copy of which is attached and incorporated hereto as Exhibit "A". The Mayor or designee is hereby authorized to execute the agreement. The Town Administrator is hereby authorized to execute any ancillary documents, addendums, or amendments to this Agreement.

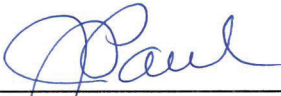
Section 3. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 5. Effective Date. This Resolution shall take effect on effect immediately upon its passage and adoption.

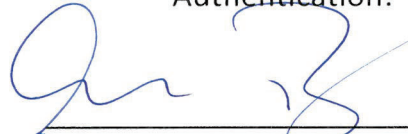
PASSED AND DULY ADOPTED by the Town of Davie Town Council on this 15th day of October, 2025.





 Mayor Judy Paul

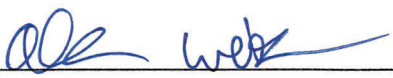
Authentication:



 Evelyn Roig
 Town Clerk

Motion: <i>Councilmember Starkey</i>		
Second: <i>Councilmember Whitman</i>		
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Approved Subject To		
Vote	Yea	Nay
Mayor Paul	<input checked="" type="checkbox"/>	
Vice Mayor Hattan	<input checked="" type="checkbox"/>	
Councilmember Whitman	<input checked="" type="checkbox"/>	
Councilmember Starkey	<input checked="" type="checkbox"/>	
Councilmember Luis	<input checked="" type="checkbox"/>	

Approved by the Town Attorney
 as to form and legal sufficiency:



 Allan T. Weinthal

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made by and between the **Town of Davie**, a municipal corporation of the State of Florida (hereinafter the "**Town**"), and **Gregg Rossman, P.A. (d/b/a Rossman Legal)** (hereinafter referred to as "**Advisor**") and shall commence when approved by the Town Council for the **Town**.

WHEREAS, the **Town** desires to retain the services of an attorney to directly assist the Code Compliance Division in certain matters and to assist the Town in compliance for red light and speed camera programs;

WHEREAS, **Gregg Rossman, P.A.**, has been providing service as the Legal Advisor to the Davie Police Department on behalf of the **Town** for the previous ten (10) years; and in doing so has assisted the Town Attorney's Office, the Police Department and the Town in Code Enforcement matters outside the Scope of Service in the Legal Advisor's contract for service;

WHEREAS, the **Town** requires the legal expertise of the **Advisor** to assist the Town Attorney, Code Manager and the Code Compliance Unit on certain matters, including the review of violations, enforcement actions and other matters as assigned by the Town Attorney; including the review of ordinances and code procedures; and to assist the Town with red light and speed camera compliance;

NOW, THEREFORE, in consideration of the mutual promises herein, the **Town** and the **Advisor** hereby agree as follows:

The **Advisor** hereby agrees to provide their best professional efforts in offering legal advice and guidance to the Town Attorney and the Code Compliance Manager on behalf of the **Town of Davie**. The **Scope of Services** shall be as stated in the attached Exhibit titled "Scope of Service".

In consideration of the services provided under the **Scope of Service** (excluding a rewrite of the code itself) the **Town of Davie** hereby agrees to pay an annual fee of seventy-five thousand dollars (\$75,000) payable as invoiced in monthly installments for the entirety of the contract. The contract shall increase 3% annually contingent on a positive performance review by the Town Attorney and the Town Administrator. Said monthly fee shall be non-refundable and shall be the complete cost to the **Town** for each month of service to be rendered to the **Town**.

The **Town**, upon the request and approval of the Town Attorney, may also contract directly and separately with the **Advisor** for Special Matters/Assignments upon notice to and the agreement of the **Advisor**. The **Advisor** will work on a flat fee basis or hourly basis, on such projects when proposed by the Town Attorney and agreeable to the **Advisor**. In recognition of the annual contracted relationship the **Advisor** agrees to a discounted preferred hourly rate in such instances of two hundred and eighty-five dollars (\$285.00) per hour. The **Advisor** certifies this is the best rate offered to any municipal clients. The **Advisor** guarantees the **Town** will always get the best rate offered by the **Advisor** to any such client.

to this Contract. The **Advisor** is an Independent Contractor working on an as needed basis. The **Advisor** is not entitled to any benefits from the **Town** other than the compensation stated in this Contract.

The **Town** acknowledges the basis of computing **Gregg Rossman, P.A.**'s compensation has been fully explained, and the compensation is based upon, many factors, including the time and labor involved, the novelty or difficulty of questions presented, the time limitations imposed by this representation, and the reputation, experience and ability of the attorneys performing this type of service. The **Town** acknowledges that a flat fee agreement is being offered at the **Town's** request and it is in the **Town's** interest to avoid an hourly fee agreement where possible.

The **Town** acknowledges that **Gregg Rossman, P.A.** makes no promises as to the outcome of any issue except that the **Advisor** has promised to render their best professional judgment and skill.

This Contract may be cancelled with or without cause by either party upon thirty (30) days written notice to the other party. All fees shall be considered earned and non-refundable unless the **Advisor** materially breaches the contract by failing to provide reasonable service within the **Scope of Services** as described herein. The **Town** agrees to notify the **Advisor** of any alleged breach of contract and provide the **Advisor** thirty (30) days to perform in a satisfactory manner to cure any alleged insufficiency or service. The **Advisor** agrees to accept as complete compensation those fees earned up until the date the contract is terminated early by the **Town** with or without cause.

Neither the **Town** nor the **Advisor** shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the **Town** which may be a party hereto, nor the **Advisor**, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the **Town** and the **Advisor**.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County.

The **Advisor** represents that they have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The **Town** acknowledges the **Advisor**, as an Independent Contractor, has the right to provide legal services through the firm to any person or entity as long as it does not create a conflict of interest with the service provided to the **Town**. "Conflict of interest" shall be defined as it is in the Rules Regulating the Florida Bar. Nothing in this Contract gives the **Town** any rights to the services of the **Advisor** and the firm conducted outside this Contract.

The **Advisor** hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to provide the **Scope of Services** and will at all times conduct business activities in a reputable manner.

If any term or provision of this Contract is, to any extent, held invalid or unenforceable, the remainder of this Contract, or the application of such, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

This Contract for Professional Services shall commence when approved by the Town Council and shall be for a period of three years. This Contract shall automatically renew annually unless either party sends a Notice of non-renewal thirty (30) days prior to the renewal date.

ADVISOR shall keep and maintain records in compliance with Florida public records law. ADVISOR agrees to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency'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.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 EVELYN ROIG, 954-797-1011, EROIG@DAVIE-FL.GOV, 8800 SW 36TH STREET, DAVIE, FL 33328.

PAYMENT OF THE FEE AND THE SIGNATURE OF THE TOWN'S REPRESENTATIVE SHALL CONSTITUTE THE **ADVISOR'S** AUTHORITY TO PROCEED WITH THIS REPRESENTATION PURSUANT TO AND WITHIN THE FRAMEWORK OF THE **SCOPE OF SERVICES**.

THIS CONTRACT is made and entered into this 15th day of ~~September~~ October, 2025, by and between:

**The Town of Davie ("Town"), on behalf of the Davie Police Department
1230 South Nob Hill Road, Davie, FL 33324**



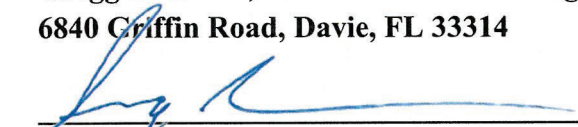
Signature of Town Representative

Judy Paul, Mayor

Printed Name and Title of Town Representative

and

**Gregg Rossman, P.A. d/b/a Rossman Legal
6840 Griffin Road, Davie, FL 33314**



Gregg Rossman

Scope of Service – Code Enforcement

1. The Advisor shall assist the Code Manager on certain code matters whenever deemed necessary by the Code Manager, the Town Attorney or either of their designees during normal working hours.
2. The Advisor will review all relevant documents including codes, ordinances, violations, enforcement actions and other certain matters at the request of the Town Attorney, Code Manager or their designees.
3. The Advisor will be reasonably available and “on call” twenty-four hours a day, seven days a week to provide service as stated above via telephone, text, e-mail or in person when called upon by the Town Administrator, Town Attorney, Chief of Police or Code Manager.
4. The Advisor will provide training classes for all Code employees in coordination with the Town Attorney and the Code Manager.
5. The Advisor agrees to provide legal representation when appropriate and at the discretion of the Town Attorney to protect and prosecute the Town/Department’s interests in Code Enforcement matters. Advisor agrees to handle these matters, including the preparation and filing of civil lawsuits, if within the Advisor’s expertise. Town agrees to pay all expenses including filing fees, bond fees, court costs, transcript fees and other costs of litigation. Town agrees to pay Rossman Legal two hundred and eighty-five dollars (\$285.00) per hour for litigation work.
6. The Advisor agrees to provide legal advice and direction to the Town related to red light and speed camera program compliance. This does not include litigation.