

RESOLUTION NO. 24R-12-302

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE APPOINTMENT OF OTTINOT LAW, P.A., TO SERVE AS INTERIM CITY ATTORNEY EFFECTIVE DECEMBER 17, 2024; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR LEGAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Hall & Rosenberg, P.L., has submitted its letter of resignation from the position of City Attorney to be effective at midnight on December 16, 2024, and the City is in need of an Interim City Attorney to provide legal services to the City; and

WHEREAS, Angel Petti Rosenberg, Esq. has agreed to continue providing legal consulting services to the City for five (5) months to help ensure a smooth transition for the Interim City Attorney and provide continuity for the City; and

WHEREAS, an interim City Attorney is a temporary replacement for the City Attorney to provide legal services until such time that the City Commission decides to appoint a new City Attorney; and

WHEREAS, the appointment of an Interim City Attorney will provide the City adequate time to evaluate the Interim City Attorney and determine next steps to ensure a fair and transparent selection process for the appointment of the position of City Attorney; and

WHEREAS, Ottinot Law, P.A., has agreed to serve as Interim City Attorney to provide services to the City under substantially the same terms and conditions as the previous City Attorney; and

WHEREAS, Ottinot Law, P.A. has demonstrated the qualifications, experience, and ability to serve as Interim City Attorney;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA AS FOLLOWS:

Section 1. That the appointment of Ottinot Law, P.A., to serve as Interim City Attorney commencing December 17, 2024 is hereby approved.

Section 2. The Agreement for Legal Services with Ottinot Law, P.A. effective commencing December 17, 2024, a copy of which is attached hereto and incorporated herein, is hereby approved and the Mayor is authorized to execute the Agreement.

Section 3. The Agreement providing that Angel Petti Rosenberg, Esq. will continue providing legal consulting services to the City to ensure a smooth

transition for the Interim City Attorney and providing that Zach Davis-Walker will return to the City as an employee, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 4. This Resolution shall take effect immediately upon its passage.

DATED this 16 day of December, 2024.

PASSED AND ADOPTED on first reading this 16 day of December, 2024.



PRESIDING OFFICER

ATTEST:



CITY CLERK

MOTION	<u>R. Campbell</u>
SECOND	<u>D. Grant</u>

R. CAMPBELL	<u>Yes</u>
M. DUNN	<u>Absent</u>
J. HODGSON	<u>Yes</u>
S. MARTIN	<u>Yes</u>
D. GRANT	<u>Yes</u>

Approved as to Form



Angel Petti Rosenberg
City Attorney



City of Lauderhill

City Commission
Chambers at City Hall
5581 W. Oakland Park
Blvd.
Lauderhill, FL, 33313
www.lauderhill-fl.gov

File Details

File Number: 24R-6014

File ID: 24R-6014

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Commission Meeting

File Created: 12/12/2024

File Name: Appoint Ottinot Law as Interim City Attorney

Final Action:

Title: RESOLUTION NO. 24R-12-302: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE APPOINTMENT OF OTTINOT LAW, P.A., TO SERVE AS INTERIM CITY ATTORNEY EFFECTIVE DECEMBER 17, 2024; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR LEGAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE..

Notes:

Sponsors:

Enactment Date:

Attachments: RES 24R-12-302 Resolution Retention of Interim City Attorney-City of Lauderhill, AGREEMENT FOR LEGAL SERVICES.2-City of Lauderhill-City Attorney

Enactment Number:

Contact:

Hearing Date:

* **Drafter:** jswilson@lauderhill-fl.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 24R-6014

RESOLUTION NO. 24R-12-302: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE APPOINTMENT OF OTTINOT LAW, P.A., TO SERVE AS INTERIM CITY ATTORNEY EFFECTIVE DECEMBER 17, 2024; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR LEGAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE..

Request Action:

Appoint Ottinot Law, P.A.to serve as Interim City Attorney

Need Summary Explanation/ Background:

Hall & Rosenberg, P.L., will separate as City Attorney on December 16, 2024, and the City will be in need of an Interim City Attorney to provide legal services to the City. Ottinot Law, P.A., has agreed to provide those services to the City under substantially the same terms and conditions as set forth in the agreement with the previous City Attorney.

The terms and conditions of the Agreement for Legal Services are effective commencing December 17, 2024

Cost Summary/ Fiscal Impact:

Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements

Attachments:

1. Agreement for Legal Services.

Budget Code Number(s): _____

Procurement Information: [check all that apply]

- | | | |
|---|--|---|
| ☐ RFP/Bid | ☐ Emergency Purchase | ☐ SBE |
| ☐ Proposal/Quote | ☐ State Grant Funds | ☐ Local Preference |
| ☐ Piggyback Contract | ☐ Federal Grant Funds | |
| ☐ Sole Source | ☐ Matching Required | |

LAW OFFICES
HALL & ROSENBERG, P.L.

W. EARL HALL, P.A.
ANGEL PETTI ROSENBERG, P.A.
ZACH DAVIS-WALKER, P.A.

TELEPHONE (954) 572-9020
FACSIMILE (954) 572-9030

8850 WEST OAKLAND PARK BOULEVARD
SUITE 101
SUNRISE, FLORIDA 33351
www.hallrosenberg.com

December 13, 2024

City Commission
City of Lauderhill
5581 West Oakland Park Boulevard
Lauderhill, FL 33313

Re: Notice of Resignation

Dear Mayor and Commissioners:

The law firm of Hall & Rosenberg, P.L. and its attorneys hereby resign its position as City Attorney for the City of Lauderhill effective at midnight on December 16, 2024. I will continue to provide consulting services to the City of Lauderhill for the next five (5) months to help ensure a smooth transition for your new Interim City Attorney.

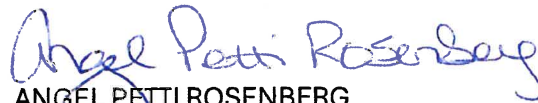
Zach Davis-Walker and I have served diligently and with great pleasure over these past few years in our roles as Assistant City Attorney and City Attorney since W. Earl Hall retired two years ago.

Zach literally grew up in the City of Lauderhill from his days of playing on the Lauderhill Lions, working in Economic Development, advancing his way up to Planning and Zoning Director, and eventually serving as your Assistant City Attorney. I grew up in the City of Lauderhill in a different way. I dedicated myself to the City of Lauderhill since 1996. I have served through the transitions of many City Commissioners and every City Manager since that form of management was initiated including: James Pennington, Charles Faranda, Desorae Giles-Smith, and now your newly appointed Interim City Manager, Kennie Hobbs, Jr. I have made myself available 24/7 for the past 28+ years and the City of Lauderhill has become a part of the fabric of my being.

We have not only counselled the numerous City Commissions and City Managers over the years, but we also served as Police Legal Advisor, Community Redevelopment Agency (CRA) Legal Counsel, and have worked closely daily with all the individual City Departments including: Purchasing, Planning and Zoning, Code Enforcement, Special Master, HR/Risk Management, City Clerk, Fire, Building, Engineering, Public Works, Utilities, Parks, overseeing all the city boards, and many other aspects of the City that required legal representation and counselling.

It is with mixed emotions that we move on and truly wish the City of Lauderhill the best in the future. What we will miss the most is working with the staff and employees who have become our Lauderhill family over the decades.

Sincerely yours,



ANGEL PETTI ROSENBERG
City Attorney

Cc: Kennie Hobbs, Jr.

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services is made and entered into this 16 day of December, 2024, by and between the CITY OF LAUDERHILL, FL ("City") and OTTINOT LAW, P.A. ("Ottinot Law") or ("Firm").

WHEREAS, Hall & Rosenberg, P.L., resigned as City Attorney, and the City is in need of an Interim City Attorney to provide legal services to the City; and

WHEREAS, Ottinot Law has agreed to provide those services to the City under substantially the same terms and conditions as set forth in the agreement with the previous City Attorney.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The City retains Ottinot Law to serve as Interim City Attorney for the City of Lauderhill.
2. The effective date of this Agreement shall be December 17, 2024.
3. The Firm shall receive a monthly retainer fee in an amount of \$85,446.30, which will be prorated for December 2024, that shall include the following services:

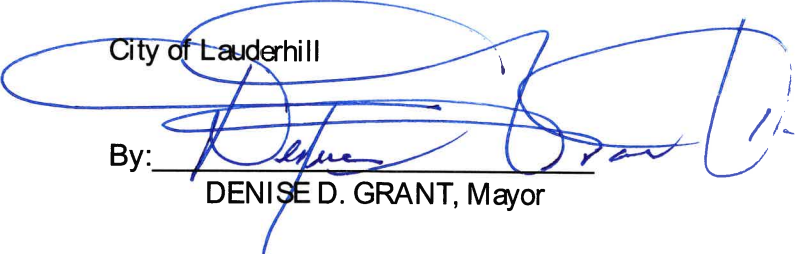
The rendering of legal opinions to the City Commission, administration and City departments; research and preparation of legislation; preparation for and attendance at all regular and special meetings of the City Commission; attendance at City Commission Workshops; attendance at Agenda meetings; review of and preparation of city contracts, except collective bargaining matters or extraordinary matters; appearances before other governmental agencies on behalf of the City (see Exhibit A for a more complete list of services).

4. In addition, as is the City's current practice, the Firm shall monitor and supervise all outside counsel hired by the Office of the City Attorney directly or through its risk management program.
5. The Firm shall provide legal services as co-bond and/or co-disclosure counsel as requested by the City as needed on individual deals or transactions to be compensated separately at a rate agreed upon in advance by the City prior to the engagement.
6. In addition to the monthly retainer fee, certain routine expenses incurred on the City's behalf will be billed to the City. Routine expenses may include postage, computerized research charges, courier charges and express mail charges, filing fees, recording costs, court reporter costs (including the cost of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), mediator fees, accounting and appraisal fees, expert fees and expenses, trial/hearing exhibit costs and investigation costs.

7. This Agreement may be terminated at any time upon written notice following a majority decision of the City Commission. Upon termination of representation, the City will pay for services rendered, and the Firm will provide the City with all records not yet in the City's possession in paper and/or electronic format, as required by Chapter 119, Florida Statutes. The Firm reserves the right to withdraw from representing the City if it misrepresents or fails to disclose material facts to the Firm or if legal conflicts exist that require the Firm's withdrawal.

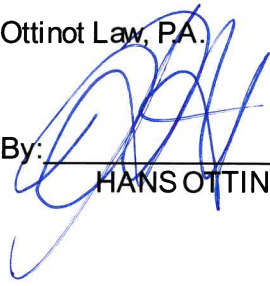
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Lauderhill

By: 

DENISE D. GRANT, Mayor

Ottinot Law, P.A.

By: 

HANS OTTINOT, ESQ.

EXHIBIT A

City commission:

Attend city commission meetings & workshops & retreats & any related city commission matters as requested, attend convenience stores meetings, town forums, etc.

Provide legal advice on all issues, ethics, etc.

Prepare all legislation, enter items in legistar program, gather all supporting documents, review to ensure purchasing process followed to move forward on agenda and work through approval process, work with city clerk's office to get agenda prepared and published, prepare any certificate of use/special exceptions reconsideration, modification, revocation matters; work with city clerk re: sunshine law, ethics, gift laws, public records training and legal opinions.

Do any assignments from city commission or city manager.

Address any resident or HOA concerns the city commissioners or the city manager refer to us to get resolved as necessary.

- Attend Planning & Zoning Board meetings
- Attend Special Master meetings
- Attend CRA meeting
- Attend Lauderhill Finance Corporation (LFC) meetings
- attend city attorney, county attorney & state attorney meetings as needed.
- coordinate board attorney coverage for boards, do swearing ins, do board trainings for all boards on sunshine law, ethics and financial disclosure, provide legal counsel to boards for issues as necessary.

Provide legal advice to city manager and all departments and all city boards as needed. Review all contracts for all departments as needed, negotiate with vendors and contractors as needed. Respond to all issues raised via email daily by staff.

Police Legal Advisor: Handle all Forfeitures, Risk Protection Orders and other police matters, file responses and attend hearings on motions for return of evidence/ firearms.

Police legal advisor re: policies, updated legislation, do police trainings to all shifts on variety of issues, handle sexual predator residency issues, address police public records, review and advise on all disposition of property spreadsheets (abandoned, undclaimed, lost and firearms) and file court proceedings for destruction of contraband, firearms, etc.

General Court proceedings: Prepare, file and attend municipal prosecutions hearings and all city code court matters, uniform code citations, notice to appear, (dangerous animal, cruelty to animal court proceedings, or whatever other matters come up)

File all responsive pleadings & motions and attend all court proceedings re: foreclosures, bankruptcies, and other pre-suit matters, work with risk management and advise and oversee all litigation matters and mediations and settlement. Assist outside firms for slip and fall cases in discovery requests and gathering information. File claims for tax surplus, handle tax deed sales/purchases as necessary. Do demands pre-suit for City matters.

Code enforcement: assist in all issues and advise of proper code sections and language for issuing notices of violations, prepare all partial releases of liens, advise re any code or special master questions and disputes, attend special master hearings (minimum housing inspections, certificates of use violations/delinquencies, 40 year and older building inspections and will include school ref light cameras), coordinate code board attorney coverage if needed. Do cease and desist letters, injunctions, or any other court needed processes.

Purchasing: review requests for purchases to make sure proper method followed (quotes, sole source, purchasing limits, piggyback, etc.) prepare RFPs/Bids scope and assist purchasing in all procurement advertised, prepare contracts after awarded, negotiate any contracts and contract disputes and vendor/contractor issues.

Planning & Zoning: assist in interpretation of LDR, Code, statutes, land use and processes. Prepare Special exceptions and review/assist with conditions affidavits, assist with proper advertising of notices, prepare ordinances for all text amendments and resolutions as needed. Assist staff, Advise P&Z board.

Parks: prepare Memorandums of Understanding and Professional Services agreements as needed with all vendors. Assist with disputes re coaches, vendors, and policy issues as needed, review contracts from vendors, prepare releases as needed, etc

Engineering/ utilities: assist with any issues raised. Meetings with other cities and agencies re water services, etc. assist with class action suits re water/chlorofoams/opioids

HR/ Risk Management: work with risk management for all litigation matters, oversee and review cases and determine settlement recommendations for city manager pre-suit and for mediation; prepare settlement memos/reports to city commission; oversee and serve as liaison to outside counsel for certain litigation case to gather and prepare discovery responses.

Negotiate any sale/lease of city land/purchases and facilitate closings, eminent domain proceedings

AGREEMENT FOR LEGAL SERVICES

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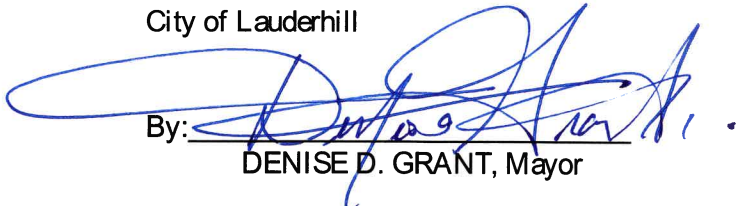
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Lauderhill

By: 

DENISE D. GRANT, Mayor

Ottinot Law, P.A.

By: 

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Negotiate any sale/lease of city land/purchases and facilitate closings, eminent domain proceedings

Our Legal Team



HANS OTTINOT, ESQ.
Managing Partner

Hans Ottinot is the lawyer you need to hire to navigate complex government and business matters. Hans has extensive experience in government and business law. He was recognized by Florida Trend's Magazine as one of the Top Government Attorneys in Florida. Hans received his undergraduate degree from Colgate University and law degree from University of Miami.



PAMALA H. RYAN, ESQ.
Partner

Pamala H. Ryan is Board Certified in Local Government Law and has over 25 years' experience representing municipalities in the tri-counties in virtually all facets of local government law, from drafting ordinances and contracts to handling land use and redevelopment matters. Pamala received her undergraduate degree from Purdue University and law degree from University of Florida.



REGINE MONESTIME, ESQ.
Of Counsel

Regine Monestime has over 20 years' experience as a local government lawyer, as a litigator at the trial and appellate levels, and she is a strategic legal adviser to senior leadership, negotiating deals on wide ranging projects. Regine received both her undergraduate and law degrees from University of Florida.



HON. DOTIE JOSEPH, ESQ.
Of Counsel

Dotie Joseph serves as State Representative for Florida's 108 House District, and is currently the Leader Pro Tempore of the Florida House Democratic Caucus—the first Haitian American to hold the position in the entire U.S. at any level. Dotie received her undergraduate degree from Yale University and law degree from Georgetown University.

Our Staff



JASMINE BARNES
Executive Office Manager &
Paralegal

Jasmine Barnes is the Executive Office Manager and Senior Paralegal for the Firm. Ms. Barnes is familiar with all aspects of municipal law and litigation having served in similar capacities for 15 years.



KAYDI SANCHEZ
Paralegal and Administrative
Assistant

Kaydi Sanchez is the Firm's paralegal and administrative assistant who ensures that our office is efficient and runs smoothly day-to-day. She provides litigation support and performs administrative and clerical tasks for the Firm.

*Our team members are fluent in
Creole, Spanish, and English*

Contact Us

(954) 254-8054 or (561) 207-2119

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

1645 Palm Beach Lakes Blvd., Suite 200
West Palm Beach, FL 33401

hans@ottinotlawpa.com

www.ottinotlawpa.com



OTTINOT LAW_{P.A.}

**Complex
Business &
Government
Law**

Core Values

Currently, the Firm represents the following municipalities in varying capacities: City of Tamarac, Village of Lazy Lake, City of Miami, City of North Miami, and the City of Boynton Beach.

Ottinot Law will always be available to clients and will be quick to respond to the legal needs of our clients without hesitation.

- ✓ Personal, Hands-On Service.
- ✓ Quick Response to Your Needs.
- ✓ Complex Business Solutions.
- ✓ Complex Government Solutions.



Over 60 Years of Combined Experience

Navigating complex business and government law

Ottinot Law is a boutique law firm which specializes in complex government and business matters. The Firm's approach to serving the legal needs of clients is personal and hands-on to ensure the clients' goals are achieved.

Call us for more info

 **(954) 254-8054**
(561) 207-2119

Our Services



Government Law

The Firm has over 60 years of combined experience in local government law, with each member having served as the lead attorney in municipalities in Miami-Dade, Broward, and Palm Beach Counties.



Business Litigation

The Firm's goal is to prevent costly litigation. If prevention is not successful, the Firm is prepared to represent clients in complex litigation in state and federal courts.



Commercial Landlord/Tenant Lease Negotiation & Litigation

Hiring our Firm to negotiate and draft leases will prevent short and long-term problems in the commercial leasing environment.



Land Use & Property Rights

The Firm's attorneys have a keen knowledge of Land Use Law and the development review process.

AGREEMENT
between
ANGEL PETTI ROSENBERG, P.A.
and
CITY OF LAUDERHILL
for
LEGAL CONSULTING SERVICES

This is an Agreement between the ANGEL PETTI ROSENBERG, P.A. (hereinafter referred to as "CONSULTANT") with offices located at 8850 West Oakland Park Boulevard, Suite 101, Sunrise, FL 33351,

AND

THE CITY OF LAUDERHILL, (hereinafter referred to as "CITY"), a municipal corporation, located at 5581 West Oakland Park Boulevard, Lauderhill, FL 33313.

RECITALS

WHEREAS, Hall & Rosenberg, P.L. is retiring from the position of City Attorney for the City of Lauderhill; and

WHEREAS, the CITY wishes for Hall & Rosenberg, P.L. to continue to provide legal consulting services to the CITY for five (5) months to assist the newly appointed Interim City Attorney in a smooth transition; and

WHEREAS, however, the law firm of Hall & Rosenberg, P.L. will be dissolving;
and

WHEREAS, Zach Davis-Walker will be returning to the CITY as an employee;
and

WHEREAS, the future consulting legal services to assist the incoming Interim City Attorney shall be provided by Angel Petti Rosenberg, Esq. and fees shall be made payable to Angel Petti Rosenberg, P.A.; and

NOW, THEREFORE, WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CONSULTANT and CITY agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 CONSULTANT's services shall consist of the tasks necessary to assist the Interim City Attorney transition into its new role through its representative, Angel Petti Rosenberg, Esq. who has intimate knowledge of the CITY as she has been providing legal services for the past 28 years. CONSULTANT shall make herself available to

provide guidance, information, answer questions, explain processes, and access to documents that may be deemed necessary to help the Interim City Attorney facilitate and transition to provide services to the City of Lauderhill. The Scope of Services shall be provided by CONSULTANT during the Term of this Agreement based upon CONSULTANT's availability and schedule as needed by CITY within the normal business hours of Monday through Thursday from 9:00 am to 6:00 p.m. and does not require CONSULTANT to perform any in-office hours work at the CITY.

1.2 During the first fifteen (15) days of this Agreement, CONSULTANT agrees to provide CITY with the following:

- A. A list and status report of all ongoing litigation for the CITY.
- B. A list and status report on all outstanding assignments from the City Commission, City Manager and departments.
- C. Any City files that are not located at city hall.

ARTICLE 2 – TERM

2.1 CONSULTANT shall perform the consulting services described herein for a period of five (5) months, commencing December 17, 2024 through May 16, 2025.

ARTICLE 3 – COMPENSATION AND METHOD OF PAYMENT

3.1 AMOUNT AND METHOD OF COMPENSATION

CITY agrees to pay CONSULTANT as compensation for performance of consulting services as related to this Agreement the total payment of ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00) to be paid in five equal installments per month. The first installment shall be paid via ACH electronic transfer to Angel Petti Rosenberg, P.A. on January 1, 2025, the second installment shall be paid by February 1, 2025, the third installment shall be paid by March 1, 2025, the fourth installment shall be paid by April 1, 2025 and the fifth installment shall be paid by May 1, 2025, with each installment to be paid electronically by the 1st day of the month indicated in the amount of THIRTY FIVE THOUSAND DOLLARS AND NO CENTS (\$35,000.00).

3.2 METHOD OF PAYMENT

CITY shall pay CONSULTANT on the dates indicated in Section 3.1 for each of the five (5) equal installment payments.

Payment will be made to CONSULTANT via electronic ACH payment, payable to:

ANGEL PETTI ROSENBERG, P.A.
8850 West Oakland Park Blvd., Suite 101
Sunrise, FL 33351
(954) 572-9020

ARTICLE 4 – DEFAULT

4.1 **DEFAULT.** It shall be deemed a default of this Agreement if CITY fails to pay CONSULTANT by the due dates provided in Section 3.1. If CITY does not cure within five (5) days, CONSULTANT shall be entitled to all attorney's fees or costs associated in connection with the collection or enforcement of the amounts due and owing.

ARTICLE 5-MISCELLANEOUS

5.1 **TERMINATION.** This Agreement may be terminated sooner than the expiration of the five (5) month term only if agreed upon in writing by both parties. Regardless of any Termination, CITY shall be required to pay CONSULTANT the entire Compensation of ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00), with any balance due being paid immediately upon termination.

5.2 **ASSIGNMENT AND PERFORMANCE.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized in writing by LAWFIRM.

5.3 **NOTICES.** Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

Kennie Hobbs, Jr.
Interim City Manager
City of Lauderhill
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

FOR CONSULTANT:

Angel Petti Rosenberg, Esq.
Angel Petti Rosenberg, P.A.
8850 West Oakland Park Blvd., Suite 101
Sunrise, FL 33351

5.4 **INTERPRETATION.** The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be

applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

5.5 INDEPENDENT CONTRACTOR STATUS. CONSULTANT, its officers, employees and agents, are an independent contractor at all times under this Agreement. Services provided by CONSULTANT, its officers, employees or agents shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT, its officers, employees or agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. CONSULTANT, its officers, employees, agents or other persons under its control agree at no time to represent, or cause to be represented, that they are officers, employees or agents of the CITY. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

5.6 THIRD PARTY BENEFICIARIES. Neither CONSULTANT nor CITY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

5.7 WAIVER OF BREACH AND MATERIALITY. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. CITY and CONSULTANT agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

5.8 JOINT PREPARATION. Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

5.9 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any terms, statement, requirement or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the terms, statement, requirement, or provision contained in Articles 1 through 5 of this Agreement shall prevail and be given effect.

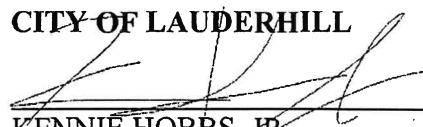
5.10 APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

5.11 COUNTERPARTS. This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

5.12 MODIFICATIONS AND AMENDMENTS. No modification, amendment or change hereto shall be valid unless agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF LAUDERHILL


KENNIE HOBBS, JR.
Interim City Manager

13 day of December, 2024.

CONSULTANT


ANGEL PETTI ROSENBERG, ESQ.
Angel Petti Rosenberg, P.A.

13 day of December, 2024.