

## **INSPECTOR GENERAL CONTRACT AGREEMENT**

This Independent Contract Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of May, 2025, by and between, the City of Doral, Florida, a municipal corporation organized and existing under the laws of the State of Florida (the "City") with an address of 8401 N.W. 53<sup>rd</sup> Terrace, Doral, Florida 33166, and Mr. Rey Valdes, an individual with the address P.O. Box 227610, Doral, FL 33222 ("Valdes").

**WHEREAS**, Section 2.07, of the City's Charter provides for the creation of the Office of the Inspector General, as an independent body to perform investigations, audits, reviews and oversight of municipal matters, with the authority to investigate fraud, waste, mismanagement, misconduct and abuse of power; and

**WHEREAS**, Section 2-185 of the City's Code of Ordinances, establishes the procedures for the appointment of an Inspector General, the role, responsibility and term of the Inspector General; and

**WHEREAS**, after review and recommendation by the Inspector General review committee, on May 14, 2025, the City Council voted to approve the appointment of Rey Valdes as the City's Inspector General; and

**WHEREAS**, the City desires to engage Valdes to provide Inspector General services; and

**WHEREAS**, Valdes represents that he is qualified to perform the required services and is willing to provide such services to the City in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### **I. SERVICES TO BE PERFORMED**

I.1. The Contractor shall provide Inspector General services to the City, as fully described in Section 2-185 of the City's Code of Ordinances which include but are not limited to:

- a) Review City's Council meetings, including agenda items, minutes, and related documents;
- b) Review of City's agreements, contracts, and other legal instruments, as deemed necessary in the Inspector General's discretion, to detect, investigate and prevent fraud mismanagement, misconduct and abuse of power;
- c) Review of public meetings, including advisory board meetings and workshops;
- d) Preparation of detailed reports and recommendations on the City's operations, policies, and procedures;
- e) Conduct investigations of verified complaints of fraud, waste, abuse, or mismanagement;
- f) Development and implementation of policies and procedures for the Inspector General's

office;

g) Liaison with other governmental agencies and law enforcement entities as necessary.

1.2. Valdes warrants that he is qualified and capable of performing the services required under the City's Code of Ordinance Section 2-185 and this Agreement, and shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of his duties.

## **2. TERM**

2.1. This Agreement shall be effective for a term of two (2) years, commencing on June 4, 2025 and ending on June 4, 2027, unless sooner terminated as provided in the City's Code of Ordinance Section 2-185.

## **3. COMPENSATION AND EXPENSES**

3.1. Hourly Rate: The City shall pay Valdes an hourly rate of \$150.00 for the first forty (40) hours of work, for which Valdes will keep an hourly log of tasks completed. For each hour in excess of forty (40) hours, Valdes shall be paid at a rate of \$200.00 an hour.

3.2 Expenses relating to the hiring of professionals necessary to conduct investigatory services will be reimbursable by the City provided funds have been budgeted.

3.3. The monthly retainer shall provide for all non-investigatory tasks as provided in Section I of this agreement.

3.4. Invoices for services rendered shall be submitted monthly and shall be payable within thirty (30) days of receipt.

## **4. FDLE ACCREDITATION**

4.1. The City shall provide Valdes with a yearly stipend in the amount of Fifteen Thousand Dollars (\$15,000.00) to cover all costs associated with accreditation, insurance, professional fees, and any associated travel expenses.

4.2. Valdes shall take all efforts necessary to achieve accreditation through Florida's Department of Legal Enforcement.

## **5. PUBLIC RECORDS RETENTION**

5.1. Valdes shall comply with all applicable public records retention requirements, as provided by Florida Statutes Chapter 119.

5.2. The Contractor shall maintain all records created or received in the course of performing services under this Agreement for the retention periods specified in the applicable records retention schedules.

5.3. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

## **6. NON-WAIVER OF SOVEREIGN IMMUNITY**

6.1. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

## **7. PROFESSIONAL LIABILITY INSURANCE**

7.1. Valdes shall maintain professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

7.2. The City shall be named as an additional insured on the Contractor's professional liability insurance policy.

7.3. Valdes shall maintain the required insurance coverage for the duration of this Agreement and for a period of three (3) years following the termination or expiration of this Agreement.

7.4. Valdes shall provide the City with a certificate of insurance evidencing the required coverage prior to the commencement of services and annually thereafter.

## **8. LEGAL REPRESENTATION**

8.1. Valdes shall be represented by the Office of the City Attorney in any legal proceedings related to the performance of this Agreement, provided that such representation does not create a conflict of interest.

8.2. In the event of a conflict of interest, the City shall provide separate legal counsel for the Valdes at the City's expense.

## **9. TERMINATION**

9.1. Termination for Convenience: This Agreement may be terminated by Valdes without cause upon sixty (60) days' written notice to the other party.

9.2. Termination for Cause: The City may terminate this Agreement as provided in Ordinance 2-185. Material breach may include, but not be limited to:

- a) Failure to maintain required accreditation;
- b) Willful non-compliance with applicable laws, regulations, or ordinances;
- c) Unauthorized disclosure of confidential information;
- d) Gross negligence or willful misconduct in the performance of duties.

9.3. Effect of Termination: Upon termination of this Agreement, the Valdes shall promptly deliver to the City all work product, documents, and materials related to the services provided under this Agreement.

## **10. AUDIT AND COMPLIANCE**

10.1. The Contractor shall maintain accurate and complete records related to the performance of this Agreement, including but not limited to:

- a) Time records for all services performed;
- b) Financial records related to expenses and disbursements;
- c) Reports, recommendations, and other work product generated in the course of

providing services;

d) Correspondence and communications related to the performance of services.

10.2. Valdes shall cooperate fully with any audit conducted by the City or its designated representatives and shall provide access to all relevant records, documents, and information.

10.3. Valdes shall comply with all applicable laws, regulations, and ordinances in the performance of his duties under this Agreement, including but not limited to ethics laws and regulations applicable to public officials.

## **11. INTELLECTUAL PROPERTY**

11.1. All reports, documents, analyses, investigations, recommendations, and other work product created or developed by the Valdes in the course of providing services under this Agreement shall be the exclusive property of the City.

11.2. Valdes hereby assigns to the City all right, title, and interest in and to any intellectual property created or developed under this Agreement.

11.3. Valdes shall execute any documents and take any actions necessary to perfect the City's ownership of such intellectual property.

## **12. INDEMNIFICATION**

12.1. Valdes shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or resulting from Valdes performance of services under this Agreement, provided that any such claim, damage, loss, liability, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and is caused by any negligent act or omission of Valdes, anyone directly or indirectly employed by Valdes, or anyone for whose acts Valdes may be liable.

12.2. Valdes' obligation to indemnify the City shall survive the termination or expiration of this Agreement.

## **13. GOVERNING LAW AND JURISDICTION**

13.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions.

13.2. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the courts of Miami-Dade County, Florida, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts.

## **14. MISCELLANEOUS PROVISIONS**

14.1. Notices: All notices required under this Agreement shall be in writing and delivered by hand, certified mail (return receipt requested), or overnight courier service to the parties at the addresses set forth above.

14.2. Assignment: Valdes may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

14.3. Severability: If any provision of this Agreement is deemed invalid or

unenforceable, the remaining provisions shall continue in full force and effect.

14.4. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral.

14.5. Amendment: This Agreement may be amended only by a written instrument signed by both parties.

14.6. Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or the right of such party to enforce that provision or any other provision of this Agreement.

14.7. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Independent Contract Agreement on the date first written above.

**CITY OF DORAL, FLORIDA**

By: \_\_\_\_\_  
Name: Christi Fraga  
Title: Mayor

By: \_\_\_\_\_  
Name: Rey Valdes  
Title: Inspector General

**ATTEST:**

By: \_\_\_\_\_  
Name: Connie Diaz  
Title: City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Name: Lorenzo Cobiella, Esq.  
Title: City Attorney

[No additional content to continue. The previous response provided a complete and comprehensive Independent Contract Agreement, ending with the signature blocks. There are no incomplete sentences or sections to continue.]

## EXHIBIT A - RESOLUTION