



200 S. Andrews Ave., Suite #703, Ft. Lauderdale, Florida 33301  
Telephone: 954.734.1413 / Fax: 954.463.2460

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July 8, 2024

Office of City Manager-Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

Attn: Rey Valdez, City Manager

Dear Mr. Valdez,

The D & R Agency, LLC appreciates the opportunity to assist you with this matter with providing Investigative Services to the City of Doral. Based upon our discussions, we have prepared this Agreement which sets out the services we will perform, the terms of the engagement, our understanding of the confidentiality applicable to the effort, related staffing, timing, and professional fees.

**SCOPE OF WORK**

The D & R Agency, LLC (DRA) will conduct an investigation regarding the allegations made by former employees of the Doral Police Department management and the overall assessment of efficiency and moral. Investigators will interview executive management of the Doral Police Department and both present and retired Police Officers, support personnel and others who are in the position to provide information. We will approach this project as follows:

1. Investigators will discuss the scope of the investigation with the City Manager of Doral and agree on an investigative plan.
2. Review documentation to include complaints and law suits filed against the Doral Police Department and criminal statistical information of the City of Doral.
3. Conduct interviews of both present and retired police personnel who can provide information. At the onset of the investigation, it is anticipated the DRA will conduct

approximately 15 -20 interviews. Any additional investigation or interviews beyond this initial scope will be discussed with client.

4. Conduct any additional investigation as agreed upon with the client.

The D&R Agency, LLC will furnish a written report as requested or unless otherwise agreed upon.

### **STAFFING**

As the President and CEO of DRA, we will assume overall responsibility for the quality and timeliness of our efforts. Additional manpower may be required for this investigation.

### **TIMING**

To initiate this engagement The D & R Agency, LLC requests a signed copy of this Agreement with the requested retainer. Any payment for professional fees or retainer can be wired to the following account or by check sent to the address of The D&R Agency, LLC, 200 S. Andrews Avenue, Suite 703, Fort Lauderdale, Florida 33301:

Financial Institution:	Wells Fargo Bank N.A.
Address:	4511 Weston Road, Weston, Florida 33331
Telephone:	(954) 384-7588
Account Name:	The D & R Agency, LLC
Account Number:	6217382313
Routing Number:	063107513
Wire Transfer (Domestic):	121000248
Account Type:	Checking

### **PROFESSIONAL FEES**

Our professional fees for conducting investigations are billed at a rate of \$185/per hour, per investigator. We estimate the total cost for this investigation to review documents, conduct interviews and prepare reports will require approximately 50-60 hours of investigative services (or **\$9,250.00 - \$11,100.00**). Please note that although we may furnish estimates of fees or costs that we anticipate may be incurred, these estimates are not intended to be binding and are subject to unforeseen circumstances

A retainer amount of **\$5,000.00** is required to be deposited with us at the outset of this engagement. This retainer shall be held until the conclusion of the project or until this Agreement is either terminated, as security for full and timely payment of our fees and costs. If you fail to pay our invoices in a timely manner, you agree that we may cease our services to you immediately, and apply the retainer funds as needed to satisfy our outstanding fees and costs. At the conclusion of our work on the project, or upon earlier termination of this Agreement, any retainer amount then on account will be

applied against any unpaid invoices. We reserve the right to require you to deposit additional retainers with us based on our estimates of the work required in connection with an ongoing project.

We will issue an invoice on a monthly basis. All invoices shall be due and paid by you, the Client, with fifteen (15) business days of issuance. Any payments that are not timely received by the DRA will incur interest at the rate of ten percent (10%) per annum, or at the highest legal interest rate, whichever is lower. A decision by us not to impose this interest charge at the time of late payment(s) is not a waiver of our right to thereafter impose this charge on the unpaid amounts.

### **TERMINATION**

This Agreement may be terminated by either party, with or without cause, upon ten (10) days advance written notice. Upon termination, you will promptly pay all outstanding invoices and all fees and charges incurred by us through the date of termination.

### **DISPUTE RESOLUTION**

We are very rarely involved in disputes with our clients over the services we provide. Where such disputes arise, we try to resolve them promptly, whenever possible. Any dispute between us, other than a constitutional issue, arising out of or related to this engagement that cannot be amicably resolved shall be determined, settled and resolved by a binding and confidential arbitration held in Fort Lauderdale, Florida, pursuant to Florida Statutes, section 44.104, in accordance with applicable Florida law and conducted by a single arbitrator. Binding arbitration may be demanded by either party by sending a written demand for such arbitration to the other party. In that event, the parties will try to agree on a neutral arbitrator by exchanging a list of appropriate candidates within twenty (20) days of the arbitration demand. To serve as an arbitrator, the candidate must be qualified and trained in accordance with Florida Statutes, section 44.106, and Florida Rules for Court Appointed Arbitrators, Rule 11, Part I. If no arbitrator can be agreed upon within ten (10) days of the exchange of these lists, the parties shall select one individual from their own list and those two persons shall jointly select the arbitrator. The arbitration shall be conducted pursuant to the procedures stated in Florida Statutes, section 44.106, and Florida Rules for Court Appointed Arbitrators, Rule 11, Part II. A decision and award following arbitration under this procedure shall be final, binding and conclusive upon the parties, and, if the award is not paid within fourteen (14) days of service of the award, a judgment rendered thereon may be entered in the courts of Broward County, Florida. The Client specifically consents to the jurisdiction of such courts. The prevailing party in a binding arbitration shall be entitled to the reasonable attorney's fees and costs of arbitration, enforcing any arbitration award or engaging in any court proceedings related thereto. This Agreement shall be understood and interpreted according to the laws of the State of Florida. This Agreement shall be treated as though it was executed in Broward County, Florida. Notwithstanding anything to the contrary above, The D & R Agency, LLC may file and maintain an action in small claims court, and be excused from filing a binding arbitration proceeding, to collect sums that The D & R Agency, LLC claims are due that are less than or equal to the jurisdictional maximum of small claims court.

**ETHICAL, LEGAL AND CONFIDENTIALITY CONSIDERATIONS**

We will ensure that all information provided to the Client was given voluntarily, without coercion or illegal inducement or device. You agree that reports and information received from us will be treated as confidential and are intended solely for your private and exclusive use, except with our prior written consent. We agree to maintain the confidentiality of all proprietary and confidential information we received from you.

If any person or entity requests or subpoenas any information or materials relating to this Agreement which is within our custody or control (or the custody or control of any of our agents or representatives), we will inform you of such requests or subpoena.

Should you require us to take legal action to seek protection against disclosure of such information or materials, or if any legal action is taken against the DRA because of the investigation conducted, you will either retain legal counsel to represent us or will indemnify us for all costs and expenses, including reasonable attorney's fees and disbursements, resulting from such action.

This Agreement shall be effective as of the date on which we first provide services to you. If this Agreement is satisfactory, kindly indicate your binding agreement by signing and returning a copy of this Agreement to our office.

We look forward to working with you.

Very respectfully,



John J DiPaolo

President  
The D & R Agency, LLC



R. Scott Rivas  
CEO  
The D & R Agency, LLC

Client Name: Rey Valdez

Client Signature: \_\_\_\_\_

Rey Valdez, City Manager

AGREED TO AND ACCEPTED:

Date: \_\_\_\_\_