

Charter Enforcement Official Agreement

Between

City of Doral, FL

And

Mr. Howard R. Rosen

THIS AGREEMENT is made between City of Doral, Florida, a Florida municipal corporation, (hereinafter referred to as the "City") and Mr. Howard R. Rosen a member in good standing of the Florida Bar, (hereinafter referred to as the "Rosen or OCE"), whose City and Rosen may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the section 2.07 of the City's Charter was amended to revise the process for the selection by the Selection Committee of the Charter Enforcement Official; and

WHEREAS, the at the conclusion of the interview process, the Selection Committee ranked Mr. Howard R. Rosen first among many qualified candidates and extended an offer to Mr. Rosen to serve as the City's first Charter Enforcement Official; and

WHEREAS Mr. Rosen has agreed to serve as Charter Enforcement Official; and

WHEREAS, the purpose of this Agreement is to set forth certain general terms and conditions, which shall govern the relationship between the City and Rosen consistent with Section 2.07 of the City Charter.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual terms, conditions, promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the City and Rosen agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- 1.1 **Compensation:** The total amount paid by the City for Rosen's professional services exclusive of reimbursable expenses.
- 1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to each investigation. Reimbursable expenses include fees paid for investigative services, administrative services, and travel expenses.
- 1.3 **Complaint:** a sworn statement filed with the City Clerk's Office.
- 1.4 **Good Cause:** credible information there may have been significant wrongdoing, misconduct, or ethical lapses.
- 1.5 **Professional Expenses:** the direct and actual costs of any professional services necessary to conduct and complete an investigation, excluding Rosen's Compensation.
- 1.6 **Travel Expenses:** Travel expenses, whether within or outside of Miami-Dade County, and whether connected to a specific investigation or otherwise, shall not be reimbursed unless Rosen has secured advance written authorization for such travel from the City Attorney. All approved travel expenses will be reimbursed in accordance with the City's adopted travel policy.

SECTION 2. INVESTIGATIONS

- 2.1 The responsibility of the OCE shall be enforcement of provisions of Federal Law, State Law, County Law, this Charter, City Ordinances, and Regulations. Upon the receipt of a complaint, or if the OCE determines there is Good Cause, the OCE shall conduct an investigation related to the complaint or matter for which there is Good Cause.
- 2.2 The OCE shall, issue written charges which shall include a statement of the facts upon which said charges are based. All charges and statements of the OCE shall be filed with the City Clerk's Office and be part of the Public Record.
- 2.3 The OCE's responsibilities extends to complaints concerning all City activities of all elected officials, all Charter Officials, all employees, appointed positions, all persons doing business with the City including but not limited to bidders, contractors, subcontractors, or any such entity's officers, agents, employees,

and any person engaged in lobbying on matters related to the City business as well as any activity which negatively reflects on Doral's government.

2.4 Investigations shall be completed within six (6) months from the earlier of : (i) date of the complaint, or (ii) the date on which the OCE commenced its investigation when there was no complaint filed.

2.5 After completing the investigation and determining that there is probable cause to believe a violation has occurred, the OCE shall notify the appropriate civil, criminal, or administrative agencies charged with enforcement related to the alleged violation. If no civil, criminal, or administrative agency has jurisdiction over the alleged violation, the matter shall be referred to a Hearing Officer, for a quasi-judicial enforcement proceeding.

(1) The OCE shall refer findings of alleged criminal offenses to the Office of the State Attorney and/or the Office of the United States Attorney.

(2) The OCE shall refer findings of alleged civil offenses involving a violation of Chapter 112, Part III, Florida Statutes, to the Florida Commission on Ethics.

(3) The OCE shall refer findings of alleged civil offenses involving a violation of the Miami-Dade County Code of Ethics to the Miami-Dade County Ethics Commission.

(4) The OCE shall refer findings of alleged violations of The Florida Elections Code, Chapters 97 through 106, Florida Statutes, to the Florida Elections Commission (except as to alleged violations that may be criminal in nature, which shall be referred to the Office of the State Attorney).

(5) The OCE shall refer other alleged violations to the appropriate civil, criminal, or administrative agency that would have jurisdiction over the same.

2.6 The OCE shall also issue a written statement to the City Attorney every three (3) months stating the status of all pending complaints, together with the facts which have been discovered at that time. The City Attorney shall review the OCE statements and reports at an annual meeting to be held in the month of May each year and issue a report to the City Council with any recommendations.

SECTION 3. TERM/TERMINATION/SUSPENSION

3.1 **Term of Agreement:** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of three years unless terminated pursuant to Section 3.2 or other applicable sections of this Agreement.

3.2 **Termination:** This Agreement may be terminated by the City on seven (7) days' notice with cause, which cause shall be defined as any actions that the City considers to be grave misconduct. Examples of such situations include these:

- Violation of the code of conduct or ethics policy-
- Breach of contract
- Violence or threatened violence
- Threats or threatening behavior to an employee of the City or citizen
- Stealing City or property
- Lying
- Falsifying records
- Extreme insubordination
- Harassment
- Failing alcohol or drug test
- A conviction for a felony crime
- Watching pornography online
- Providing false information on a job application

3.3 **Resignation**

In the event that Rosen voluntarily resigns, Rosen agrees to give the City at least sixty (60) days written notice prior to the effective date of such resignation.

3.4 **Non-Exclusive Agreement:** During the term of this Agreement Rosen may represent other clients outside of the City and unrelated to any individual or companies connected to any matters under investigation.

SECTION 4. COMPENSATION Disbursements and Additional Charges

4.1 **Monthly Retainer:** The City shall pay Rosen a monthly retainer of Thirty-Five Hundred Dollars (\$3,500) regardless of whether there are any active investigations. The retainer is based on an estimate that OCE investigations will not exceed ninety (90) hours per fiscal year. If additional hours are required to investigate sworn complaints that have been filed with the City Clerk, the

additional hours will be billed at an hourly rate of \$700.

- 4.2 Rosen may bill the direct costs and service charges that are incurred in an investigation including such things as: filing fees, postage (including regular, certified, registered or expedited mail, or any other type of delivery by common carriers, such as UPS, Federal Express, or the like), courier services, imaging costs (including scanning, photocopying and printing of documents), teleconferencing services travel costs, and the fees and expenses of experts or consultants, if needed.

SECTION 5. SURVIVAL OF PROVISIONS

- 5.1 Any terms or conditions that require acts beyond the date of the term of this agreement, shall survive termination, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 6. CITY'S RESPONSIBILITIES

- 6.1 The City shall assist Rosen by placing at his disposal all available information and city personnel as may be requested by Rosen in his sole discretion to allow for a complete investigation to be performed.

SECTION 7. CODE OF ETHICS

- 7.1 Rosen warrants and represents he shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes and Miami-Dade County Code Sec. 2-11.1. - Conflict of Interest and Code of Ethics Ordinance.

SECTION 8. INDEPENDENT CONTRACTOR

- 8.1 Rosen is an independent contractor under this Agreement.

SECTION 9. ASSIGNMENT; AMENDMENTS

- 9.1 No Assignment. Because our relationship with you is personal in nature, this Agreement shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Rosen, without the prior written consent of the City.

9.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 10. REPRESENTATIVE OF CITY

10.1 **City Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The City designates the City Attorney as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 11. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

11.1 If either the City or Rosen is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all reasonable costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

11.2 In the event of any litigation arising out of this Agreement t, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

SECTION 12. Investigators and/or experts

12.1 Subject to budgetary allocation by the City Council, Rosen may retain and coordinate the services of other professionals as required when Rosen concludes that such services are needed. Any such retention and/or procurement of services shall be coordinated through the City's Procurement officer.

SECTION 13. Budget

13.1 Rosen shall prepare an annual budget to be considered and approved by the Mayor and Council as part of the annual budget process.

SECTION 14. Notices

14.1 Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for

whom it is intended, at the place last specified, and the place for giving of 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, to-wit:

FOR ROSEN: Law Offices of Howard R. Rosen
[Redacted]
[Redacted]
[Redacted]
[Redacted]

FOR CITY: City of Doral
Attn: Luis Figueredo City Attorney
8401 NW 53rd Terrace
Doral, FL 33166
T (305) 593-6725
F (305) 593-6619

SECTION 15. GOVERNING LAW

15.1 This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 16. HEADINGS

16.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 17. SEVERABILITY

17.1 If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 18. COUNTERPARTS

18.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The CITY, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Rosen by and through its principal, whose representative has been duly authorized to execute same.

CITY OF DORAL





Hernan Organvidez, City Manager



Luis Figueredo, City Attorney

Date: 9/7/22

Howard R. Rosen


Date: ~~7/21/2022~~ 
9/2/2022