

# **EMPLOYMENT AGREEMENT CHIEF OF POLICE**

This is an Employment Agreement (the "Agreement") made and entered into this 3<sup>rd</sup> day of December, 2015 between the City of Doral (the "City") and Donald De Lucca (the "Employee").

## **RECITALS**

The City wants to employ the services of the Employee as Chief of Police (Operating Chief Executive) and the Employee wishes to continue employment as the Chief of Police under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the Employee agree to the following:

### **SECTION 1. DUTIES AND HOURS OF WORK**

- 1.1 The City agrees to continue to employ the Employee as its Chief of Police to perform the duties and exercise the powers as prescribed by state law, the City Charter and the City Code, and from time to time to perform such other legally permissible and proper duties and functions as assigned by the Assistant City Manager and the City Manager.
- 1.2 The Employee agrees to remain in the exclusive employ of the City during the terms of this agreement.
- 1.3 The Employee is a salaried full-time employee. As a Department Director, from time to time the Employee is also expected to work hours in excess of 40 hours per week to ensure the proper oversight, participation and involvement in the duties and responsibilities of the Chief of Police. This includes, but is not limited to, participating in events, Council meetings, performing routine oversight/visits of shifts assigned to the Police Department's patrol division and responding to City emergencies.

### **SECTION 2. COMMENCEMENT DATE**

This Agreement shall commence on December 1, 2015 and continue for a period of five (5) years or until such time as it is terminated by either party in accordance with Section 3 and 4 of this Agreement.

### **SECTION 3. TERMINATION BY CITY AND SEVERANCE PAY**

- 3.1 If the Employee is terminated by the City without cause during such time as the Employee is willing and able to perform his duties under this Agreement, the City agrees to pay the Employee a lump sum cash payment equal to twenty (20) weeks of the Employee's salary. In accordance with Section 215.425, Florida Statutes, under no circumstances will the Severance

Pay provided to the Employee exceed an amount greater than 20 weeks of his salary. Severance Pay shall be paid within thirty (30) working days of termination.

In the event of termination without cause, the Employee shall also receive payment for any and all accrued leave, as of the date of termination in accordance with the City's policies governing other general employees. After the payments described above are made, the City shall have no further financial obligation to the Employee.

- 3.2 In the event the Employee is terminated with cause, including misconduct as defined in Section 443.036(30), Florida Statutes, and conduct unbecoming a public official, which shall include but not be limited to criminal conduct, the City shall have no obligation to pay the Severance Pay designated in Subsection 3.1 above. If the Employee's employment is terminated pursuant to this Subsection, then the City shall pay to the Employee only accrued leave, due to the Employee as of the date of termination. After the payment described in the immediately preceding sentence, the City shall have no further financial obligation to the Employment pursuant to this Agreement.

#### **SECTION 4. RESIGNATION BY EMPLOYEE**

In the event that the Employee voluntarily resigns his position, the Employee shall give the City at least sixty (60) days written notice prior to the effective date of such resignation. If the Employee voluntarily resigns, the Employee shall not be entitled to receive Severance Pay; however, the Employee shall be entitled to accrued leave, as of the date of resignation.

#### **SECTION 5. COMPENSATION**

- 5.1 The Employee's salary shall be One Hundred Forty Five Thousand, Eight Hundred and Seventy Four (\$145,874) as was budgeted in the 2015-16 City Budget, which shall be payable in regular installments at the same time as other City employees are paid.
- 5.2 The Employee shall be entitled to receive the same cost of living increases as are granted to other non-bargaining unit City employees, as granted from and after October 1, 2015 on the employees yearly anniversary.
- 5.3 The City Manager shall have the ability to adjust the Employee's salary within the approved salary range for the position as deemed appropriate.

#### **SECTION 6. AUTOMOBILE**

In lieu of mileage reimbursement or a vehicle allowance, the City shall provide to the Employee an unmarked Police Vehicle to be utilized by the Employee in performing services for the City as Chief of Police. Employee may utilize the Vehicle for the purpose of:

- a. Providing services to the City pursuant to the Agreement, including official travel for the City; and
- b. Personal use.

The City shall include the Vehicle on the schedule of vehicles for which the City maintains automobile casualty and liability insurance coverage. The City shall provide maintenance for the Vehicle upon the same basis that it provides maintenance for other vehicles within the municipal fleet.

## **SECTION 7. RETIREMENT/DEFERRED COMPENSATION**

7.1 The Employee will continue with the Florida Retirement System as set forth in Policy 10.8 of the Employee Policies and Procedural Manual.

## **SECTION 8. VACATION, SICK LEAVE AND HOLIDAYS**

8.1 Personal Time Off (PTO) and leave shall be accrued in accordance with Policy 11.3 for Sworn Full-Time Employees in accordance with the Employee Policies and Procedural Manual.

## **SECTION 9. PROFESSIONAL DEVELOPMENT**

- 9.1 Subject to City policy and state law and with prior approval from the City Manager, the City agrees to pay the reasonable professional dues and subscriptions of the Employee necessary for his participation as a member in National, Regional, State and Local Professional Associations and organizations necessary and desirable for his professional participation, growth and advancement, and for the good of the City. The Employee shall not hold office in any local, State, Regional or National Professional Association or Organization without prior approval of the City Manager's Office.
- 9.2 The City acknowledges your current level of involvement with the International Association of Chiefs of Police ("IACP") as 1<sup>st</sup> Vice President and ascension to President in October 2016 thru October 2017. The City shall support and approve reasonable administrative leave for you to execute your functions presently and in the future which will require domestic and international travel.
- 9.3 Subject to City policy and state law, the City agrees to pay for the Employee's reasonable and customary travel and subsistence expenses for official travel, meetings, and seminars necessary to pursue professional, official or other City functions, subject to the condition that all such travel and expenses must be pre-approved by City Manager's Office.
- 9.4 Subject to the City Manager's prior written approval, the City agrees to pay for the Employee's reasonable and customary travel and subsistence expenses for those courses, institutes, and seminars that are necessary for professional development and for the good of the Employee in the performance of his City duties.
- 9.5 The City recognizes that certain incidental out-of-pocket expenses of a non-personal and generally job affiliated nature (i.e. parking, tolls, etc.) may be incurred by the Employee and hereby agrees to reimburse or pay documented general expenses upon submittal of appropriate receipts approved by the Finance Department and City Manager's Office.

**SECTION 10. ALLOWANCES**

- 10.1 The City shall provide the Employee with a cell phone stipend of \$150.00 per month and as budgeted yearly in the Police Department's Budget.
- 10.2. The City shall provide the Employee with Education Incentive Pay consistent with what the City's Police Officers receive in accordance with the collective bargaining agreement covering the City's Police Officers and which are budgeted in the Police Department Yearly Budget.

**SECTION 11. NOTICE**

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

- City City Mayor  
City of Doral  
8401 N.W. 53 Terrace  
Doral, Florida 33166
- Employee Donald De Lucca  
Address
- City Attorney Weiss, Serota, Helfman, Pastoriza  
2525 Ponce De Leon Blvd., #700  
Coral Gables, Florida 33134

**SECTION 12. OTHER TERMS AND CONDITIONS**

- 12.1 This Agreement supersedes any oral representation and/or other prior written agreements.
- 12.2 If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- 12.3 The waiver by either party of a breach of any provision of this agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- 12.4 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.
- 12.5 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.
- 12.6 This Agreement shall be governed by Florida Law.

12.7 The parties waive the privilege of venue and agree that any litigation involving this Agreement shall take place in the Eleventh Judicial Circuit In and For Miami-Dade County, Florida, or in Federal Court, the Court for the Southern District of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

Attest:

  
\_\_\_\_\_  
Connie Diaz, City Clerk

Date: 12/2/15

City of Doral:

By:   
\_\_\_\_\_  
Edward A. Rojas, City Manager

Date: 12.3.15

Approved as to Form:

  
\_\_\_\_\_  
Weiss, Serota, Helfman, Cole & Bierman, P.I.  
City Attorney

Date: 12/2/15

Employee:

  
\_\_\_\_\_  
Donald W. De Lucca

Date: 12-3-15