

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2201.11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF GOLDEN BEACH AND DONALD W. DE LUCCA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to hire Donald W. De Lucca as Chief of Police and to approve the Employment Agreement attached as Exhibit "A" to this Resolution; and

WHEREAS, the Town Council believes that Donald W. De Lucca has the necessary qualifications to serve the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Ratification. The Town Council hereby approves the Employment Agreement.

Section 3. Implementation. The Mayor is hereby authorized to execute the Employment Agreement and to take all steps necessary to implement said agreement and the provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

Sponsored by Administration.

The Motion to adopt the foregoing Resolution was offered by Councilmember

Luskin, seconded by Councilmember Einstein and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Judy Luskin	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,

Florida, this 27th day of September, 2011.

ATTEST:



MAYOR GLENN SINGER



LISSETTE PEREZ
INTERIM TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY

EMPLOYMENT AGREEMENT CHIEF OF POLICE

This is an Employment Agreement (the "Agreement") made and entered into this ____ day of September 2011, between the Town of Golden Beach (the "Town") and Donald De Lucca (the "Employee").

RECITALS

The Town wants to employ the services of the Employee as Chief of Police and the Employee wishes to accept 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 Town and the Employee agree to the following:

SECTION 1. DUTIES AND HOURS OF WORK

1.1 The Town agrees to employ the Employee as its Chief of Police to perform the duties and exercise the powers as prescribed by state law, the Town Charter and the Town Code, and from time to time to perform such other legally permissible and proper duties and functions as assigned by the Town Manager and otherwise approved by the Mayor.

1.2 The Employee agrees to remain in the exclusive employ of the Town and shall not accept any other employment during the term of this Agreement.

1.3 The Employee is a salaried full-time employee and must work a minimum of 40 hours per week (Monday through Friday). 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 Town events, Town Council meetings, performing routine oversight/visits of all shifts assigned to the Police Department's patrol division and responding to Town emergencies.

SECTION 2. COMMENCEMENT DATE

This Agreement shall commence on September ____, 2011 and continue until such time as it is terminated by either party in accordance with Sections 3 and 4 of this Agreement.

SECTION 3. TERMINATION BY TOWN AND SEVERANCE PAY

3.1 If the Employee is terminated by the Mayor without cause during such time as the Employee is willing and able to perform his duties under this Agreement, the Town agrees to pay the Employee a lump sum cash payment equal to ten (10) weeks of the Employee's salary if the Employee is terminated during the second year of the Agreement and twenty (20) weeks of his

salary if he is terminated during the third year of the Agreement or any time thereafter ("Severance Pay"). The Employee will not receive any Severance Pay if he is terminated during the first year of the Agreement. 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 vacation leave, accrued sick leave, and floating holiday time as of the date of termination in accordance with the Town's policies governing other general employees. After the payments described above are made, the Town 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 Town 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 Town shall pay to the Employee only accrued vacation leave, accrued sick leave, and floating holiday time due to the Employee as of the date of termination. After the payment described in the immediately preceding sentence, the Town shall have no further financial obligation to the Employee pursuant to this Agreement.

SECTION 4. TERMINATION BY EMPLOYEE

In the event that the Employee voluntarily resigns his position, the Employee shall give the Town 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 vacation leave, accrued sick leave, and floating holiday time as of the date of resignation.

SECTION 5. COMPENSATION

5.1 The Employee's salary shall be One-Hundred Thousand Dollars and No Cents (\$100,000.00) per year, which shall be payable in regular installments at the same time as other Town 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 Town employees, as granted from and after October 1, 2012.

SECTION 6. AUTOMOBILE

In lieu of mileage reimbursement or a vehicle allowance, the Town shall provide to the Employee an un-marked police vehicle with a non-Town tag (the "Vehicle") and fuel card, to be utilized by the Employee in performing services for the Town as Chief of Police. Employee may utilize the Vehicle for the purpose of:

- a. providing services to the Town pursuant to the Agreement, including official travel for the Town; and
- b. personal use within the State of Florida.

The Town shall include the Vehicle on the schedule of vehicles for which the Town maintains automobile casualty and liability insurance coverage. The Town shall provide maintenance for the Vehicle upon the same basis that it provides maintenance for other vehicles within the municipal fleet. The Employee shall provide fuel for the Vehicle for any personal travel of the Employee that is outside of Palm Beach, Broward or Miami-Dade Counties. The Employee shall be responsible for any employee payroll taxes imposed upon this Vehicle use benefit in accordance with applicable law.

SECTION 7. RETIREMENT/DEFERRED COMPENSATION

7.1 The Town shall deposit regular contributions in an amount equal to ten percent (10%) of the Employee's salary into the Employee's 401(k) Deferred Compensation Fund account with the International City Manager Association Pension Fund.

7.2 The Employee is not eligible to participate in the Town's Police Officers Retirement Fund or in the Town's Employees Pension Plan (collectively referred to as the "Plans") and waives any right to participate in the Plans in the future.

SECTION 8. INSURANCE

8.1 The Town agrees to provide the Employee with the same HMO health insurance coverage as it provides its general employees. The Town shall pay 100% of the single coverage premium for the Employee and 50% of the premium for dependant/family coverage.

8.2 The Town shall provide Employee with short-term and long-term disability insurance of the same type and coverage as provided to all other general employees of the Town.

SECTION 9. VACATION, SICK LEAVE AND HOLIDAYS

9.1. Vacation. The Employee shall be entitled to two (2) weeks of vacation during the first year of the Agreement, three (3) weeks during the second year of the Agreement and four (4) weeks during the third year of the Agreement, accrued in the same manner as other general employees. The Employee shall schedule vacation(s) at a time(s) approved by the Town Manager.

9.2 Sick Leave and Holidays. The Employee shall be entitled to sick leave and holidays at the same rate and in the same manner as other general employees.

SECTION 10. PROFESSIONAL DEVELOPMENT

10.1 Subject to Town policy and state law and with prior approval from the Mayor and Town Manager, the Town 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 Town. The Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the Town Council.

10.2 Subject to Town policy and state law, the Town 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 Town functions, subject to the condition that all such travel and expenses must be pre-approved by the Mayor and Town Manager.

10.3 Subject to the Mayor's and the Town Manager's prior written approval, the Town 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 Town duties.

10.4 The Town 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 Mayor and the Town Manager.

SECTION 11. ALLOWANCES

11.1 The Town shall provide the Employee with a uniform/wardrobe allowance consistent with what the Town's police officers receive in accordance with the collective bargaining agreement covering the Town's police officers.

11.2 The Town shall provide the Employee with Education Incentive Pay consistent with what the Town's police officers receive in accordance with the collective bargaining agreement covering the Town's police officers.

SECTION 12. NOTICE

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

Town	Town Mayor Town of Golden Beach 1 Golden Beach Drive Golden Beach, Florida 33160
Employee	Donald De Lucca <i>Address</i>

Town Attorney

Weiss, Serota, Helfman, Pastoriza & Guedes, P.L.
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, Florida 33134

SECTION 13. OTHER TERMS AND CONDITIONS

13.1 This Agreement supersedes any oral representation and/or other prior written agreements.

13.2 If any provision, 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.

13.3 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.

13.4 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

13.5 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.

13.6 This Agreement shall be governed by Florida law.

13.7 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.

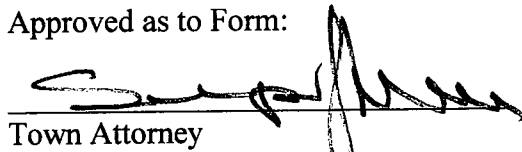
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

Attest:


Town Clerk

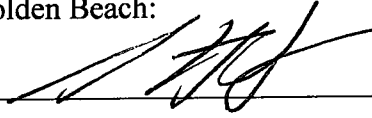
Date: 10-12-2011

Approved as to Form:


Town Attorney

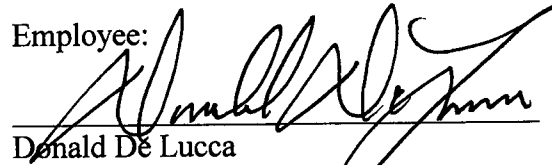
Date: 10.11.11

Town of Golden Beach:

By: 
Mayor

Date: _____

Employee:


Donald De Lucca

Date: 10-12-11