

EMPLOYMENT AGREEMENT

INTERIM CHIEF OF POLICE

This is an Employment Agreement (the “Agreement”) made and entered into this 1 day of February, 2023 between the City of North Miami (the “City”) and Angel Rivera (the “Employee”).

RECITALS

The City wants to employ the services of the Employee as Interim Chief of Police and the Employee wishes to continue employment as the Interim 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 Interim 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 employment of the City unless prior approved by the City Manager.
- 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 Interim 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 March 6, 2023 and continue 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

- 3.1 Employee is designated an ‘at-will’ employee. Accordingly, the City Manager may remove Employee from the position of Interim Police Chief at any time, for any reason, with or without cause.
- 3.2 If the City Manager removes Employee from the position of Interim Police Chief, without cause, Employee shall be given the option to return to his previous position of Assistant Chief,

where his compensation will be based on the Salary Schedule for Assistant Police Chief. In no event, will Employee be returned to a rank lower than that of Assistant Chief.

3.3 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 return the Employee to his former rank as set forth in Subsection 3.2 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 FROM POSITION 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 from the position of Interim Chief of Police, the Employee shall be entitled to return to his former position.

SECTION 5. COMPENSATION

5.1 The Employee's annual salary shall be One Hundred Ninety-Six Thousand Six Hundred Ninety-Four Dollars (\$196,694), 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 and other salary adjustments as approved by the City Manager.

SECTION 6. RETIREMENT/DEFERRED COMPENSATION

6.1 The Employee will continue with the North Miami Police Pension Plan 748 as set forth in the pension summary plan description.

6.2 Employee has satisfied the requisite requirements for Administrative Regulation #00-111 as Employee has served as a member as the Administrative Staff as both the Assistant Chief of Police and as Interim Chief of Police and has completed more than fifteen (15) years of satisfactory service with the City of North Miami. As such, upon his retirement from the City of North Miami, regardless of rank, and status of Administrative Regulation #00-111, Employee is entitled to all benefits afforded to former members of the Administrative Staff in accordance with Administrative Regulation #00-111.

SECTION 7. VACATION, SICK LEAVE AND HOLIDAYS

7.1 Vacation and sick leave shall be accrued as set forth in the Civil Service Rules.

7.2 Employee shall be entitled to holiday leave in the same manner as other members of the Administrative Staff.

SECTION 8. PROFESSIONAL DEVELOPMENT

- 8.1 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.
- 8.2 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.
- 8.4 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.
- 8.5 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 9. ALLOWANCES

- 9.1 The City shall provide the Employee with a cell phone.
- 9.2. 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 10. NOTICE

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

City of North Miami

Attn: City Manager

776 N.E. 125 Street

North Miami, FL 33161

With a copy to:

City of North Miami

Attn: City Attorney

776 N.E. 125 Street

North Miami, FL 33161

Employee

North Miami Police Department

Attn: Interim Police Chief

700 N.E. 124 Street

North Miami, FL 33161

SECTION 11. OTHER TERMS AND CONDITIONS

- 11.1 This Agreement supersedes any oral representation and/or other prior written agreements.
- 11.2 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.
- 11.3 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.
- 11.4 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.
- 11.5 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.
- 11.6 This Agreement shall be governed by Florida Law.
- 11.7 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 Employment Agreement to be signed as of the first date written above.

For the City:

THE CITY OF NORTH MIAMI, FLORIDA

A municipal corporation of the State of Florida

By: Theresa Therilus
Theresa Therilus, City Manager

ATTEST:

By: V.J.
Vanessa Joseph, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

J. Cazeau
Jeff Cazeau, City Attorney

For the Employee:

Angel Rivera
Angel Rivera, Interim Chief of Police