

RESOLUTION No. 23-11

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT WITH EDWIN LOPEZ AS POLICE CHIEF; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral desires to retain the services of Edwin Lopez as Chief of Police; and

WHEREAS, the City of Doral desires to approve the Employment Agreement attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Employment Agreement. The Employment Agreement by and between the City and Edwin Lopez, attached hereto is approved.

Section 3. Authorization. The City Manager is hereby authorized to enter into agreement, subject to approval as to form and legal sufficiency by the City Attorney, to enter into an employment agreement with Mr. Edwin Lopez.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption. The motion was seconded by Councilmember Porras and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 11 day of January, 2023.


CHRISTI FRAGA, MAYOR

ATTEST:


CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:


LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”



EMPLOYMENT AGREEMENT CHIEF OF POLICE

This is an Employment Agreement (the "Agreement") made and entered into this 16 day of January, 2023 between the City of Doral (the "City") and Edwin Lopez (the "Employee").

RECITALS

The City wants to employ the services of the Employee as Chief of Police 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 I. DUTIES AND HOURS OF WORK

- I.1 The City agrees to continue to employ the Employee as its Chief of Police as an At-Will Employee, 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 City Manager.
- I.2 The Employee agrees to remain in the exclusive employ of the City during the terms of this agreement. Any request for outside employment has to be approved by the City Manager.
- I.3 The Employee is a salaried full-time At-Will Employee who serves at the pleasure of the City Manager. 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.
- I.4 The Employee shall report directly to the City Manager and the City Manager shall be responsible to conduct a yearly evaluation of the Employee's Performance on the Employee's anniversary.

SECTION 2. COMMENCEMENT DATE

This Agreement shall commence on January 16, 2023 and will 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 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 Employee pursuant to this Agreement.

3.3 If the employee resigns in lieu of termination, the City agree to pay the Employee severance in an amount equal to twenty (20) weeks of severance, in accordance with Florida Statute 215.425 within ten (10) business days following the resignation, inclusive of accrued retirement contribution, any accrued and unpaid salary and PTO time earned.

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 Ninety-Nine Thousand, (\$199,000) to be reflected in the 2022-23 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, which increases the annual pay scale, granted to other City Director's and a 5-10% merit increases based on employee's yearly evaluation based on performance driven accomplishments at City Manager's discretion, but not to exceed the maximum pay scale approved by Council during the budget cycle.
- 5.3 The Employee is eligible for any incentives granted to Law Enforcement Officers such as education and hazard pay.

SECTION 6. AUTOMOBILE

- 6.1 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 be eligible for the Florida Retirement System (FRS), 3% employee contribution and a contribution by the City of 27.83% with annual increases upon approval by the State of Florida.
- 7.2 The City agrees to contribute the maximum allowable amount on behalf of the Chief of Police into his current ICMA-RC Deferred Compensation Plan. The Chief of Police may elect to take in cash, in whole or in part, the foregoing in the Chief of Police's sole and absolute discretion but subject nonetheless to applicable Internal Revenue Code provisions. The City's contribution to Mr. Lopez's 457 Deferred Compensation Plan is subject to the availability of funds each fiscal year, which the City Council, in its absolute discretion, may refuse to fund for any given year and/or number of years.

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 Administrative Full-Time Employees in accordance with the Employee Policies and Procedures Manual.
- 8.2 Request for use of PTO time shall be submitted to the City Manager at least one (1) week in advance when possible. When the Employee is out of the Office, the Police Chief shall notify the City Manager of the appointment of a Police Chief during his absence.
- 8.3 The Employee is eligible for group health coverage, dental, short-term and long-term disability, at cost offered to all City employees, as amended by budget cycle. In addition, the City offers life insurance at the rate of three (3) times the employee's annual salary.

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 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.
- 9.3 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.
- 9.4 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.

SECTION 11. INDEMNIFICATION

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the City shall defend, save harmless and indemnify Mr. Lopez against any tort, professional liability claims or demand or other legal action out of an alleged act or omission occurring in connection with the performance of Mr. Lopez duties so long as Mr. Lopez is acting within the scope of his employment. The City, or its insurance carrier, will pay or settle any such claim or suit or judgment rendered thereon.

SECTION 12. NOTICE

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

City	Barbara Hernandez City Manager City of Doral 8401 N.W. 53 Terrace Doral, Florida 33166
Employee:	Edwin Lopez Police Chief Doral Police Department 6100 N.W. 99th Avenue Doral, Florida, 33166
City Attorney	Luis Figueredo City Attorney City of Doral 8401 N.W. 53 Terrace Doral, Florida 33166

SECTION 13. OTHER TERMS AND CONDITIONS

- 13.1 This Agreement supersedes any oral representation and/or other prior written Agreements.
- 13.2 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.
- 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:

City of Doral:

By: 

Connie Diaz, City Clerk



Barbara Hernandez, City Manager

Date: 1/11/2023

Date: 1/11/23

Approved as to Form:

Employee:



Luis Figueredo, City Attorney



Edwin Lopez, Police Chief

Date: 1/11/23

Date: 01/11/23