

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), effective the **6th day of November 2024**, by and between the **CITY OF PORT ST. LUCIE** (hereinafter referred to as "CITY") and **Leon Niemczyk** (hereinafter referred to as "EMPLOYEE") supersedes all previous Agreements between the parties and hereinafter governs the terms and conditions of EMPLOYEE's employment; and

WHEREAS, CITY agrees to employ EMPLOYEE, and EMPLOYEE agrees to accept employment with CITY, in the position of **Chief of Police, Police Department**; and

WHEREAS, it is the desire of CITY to establish terms and conditions of employment, and to codify working conditions of EMPLOYEE.

NOW THEREFORE, in consideration of the mutual covenants herein contained, CITY and EMPLOYEE agree as follows:

- I. **DUTIES AND RESPONSIBILITIES**. A current job description for the position, attached hereto as **Exhibit "A"** and incorporated herein by reference, generally identifies the duties and responsibilities of this position. This document is not exhaustive and may be modified or amended from time to time at the discretion of the Department Director in consultation with the Human Resources Department and the City Manager.

A. **DURATION OF AGREEMENT**.

The duration of this Agreement shall be for a period of two (2) years, commencing the date of execution by the EMPLOYEE and CITY.

B. Extension of Agreement. In the event either party to this Agreement does not give written notice to the other party at least sixty (60) days prior to the expiration date, this Agreement shall be extended for two (2) years on the same terms and conditions as set forth in this Agreement. Thereafter, subsequent terms of this Agreement shall be extended in the same manner and with the same sixty (60) days' written notice of non-renewal requirement. In the event either party provides written notice of non-renewal at least sixty (60) days prior to the expiration date of the initial term or renewal, the Agreement will expire and EMPLOYEE shall only be compensated for eligible accrued benefits to date, based on the limitations and conditions detailed herein.

II. PROBATIONARY PERIOD.

A. EMPLOYEE shall serve a probationary period of a minimum of ninety (90) days from the effective date of this Agreement, which may be extended or shortened in the City Manager's sole discretion, after consultation with the Human Resources Department. Completion of this probationary period shall not alter EMPLOYEE's at-will employment status. EMPLOYEE shall not be entitled to any severance compensation if separated from employment during this probationary period.

III. SALARY/ALLOWANCES/ELIGIBLE EXPENSE REIMBURSEMENTS.

- A. EMPLOYEE's salary shall be **Two Hundred Eleven Thousand, Seven Hundred Ninety-Two Dollars and Forty-Six Cents (\$211,792.46)** per annum, payable in bi-weekly installments. Upon completion of the probationary period and upon satisfactory evaluation said salary will increase by five percent (5%). EMPLOYEE shall be eligible for, and/or subjected to, any budgeted salary adjustment based upon annual performance reviews or for other legitimate reasons.
- B. EMPLOYEE acknowledges that they are exempt pursuant to the Fair Labor Standards Act (FLSA) and, as such, is paid a bi-weekly salary and is not entitled to overtime compensation or subject to minimum wage provisions of the FLSA.
- C. AUTOMOBILE EXPENSES. EMPLOYEE shall be entitled to reimbursement of mileage at the approved rate, authorized by the Internal Revenue Service's Standard Mileage Rate applicable to the date of travel from destination city to destination city, for use of EMPLOYEE's personal vehicle for local and out-of-area business travel related to City business. EMPLOYEE shall submit a request for reimbursement to the City Manager within ten (10) working days of completion of travel. At no time shall the submission of the request for reimbursement exceed thirty (30) calendar days of such travel or the entitlement to reimbursement shall be waived. Employee shall be issued

a take-home vehicle in accordance with Port St Lucie Police Department General Guideline 730.1 and City of Port St. Lucie Code of Ordinance 79-27, as may be amended. Employee is permitted to use the take-home vehicle during off duty hours due to being on-call and required to respond to emergency situations with little notice. Employee will maintain non-owner vehicle coverage in accordance with the take-home car policy.

D. COMMUNICATION EXPENSES. The CITY hereby agrees to provide EMPLOYEE with a cellular telephone or similar device for use in the normal conduct of business, in accordance with City policy.

IV. HEALTH, DISABILITY, AND LIFE INSURANCE. EMPLOYEE shall be eligible to participate in various group benefit plans which are offered to all full-time City employees, including health insurance, dental insurance, vision insurance, life insurance, disability insurance, etc. after all applicable waiting periods.

V. SICK, ANNUAL, COMPENSATORY, PERSONAL, BEREAVEMENT, MILITARY LEAVE AND OTHER AUTHORIZED ABSENCES. **Note: "Anniversary Date" as referenced in this section shall mean November 28th.**

A. SICK TIME. EMPLOYEE shall be entitled to Sick Leave as provided in the City's Personnel Rules and Regulations applicable to exempt Non-Bargaining Unit Employees, as amended.

B. ANNUAL LEAVE. EMPLOYEE shall be entitled to Annual Leave as provided in the City's Personnel Rules and Regulations applicable to

exempt Non-Bargaining Unit Employees, as amended.

C. COMPENSATORY TIME. EMPLOYEE shall be entitled to compensatory time as provided in the City's Personnel Rules and Regulations applicable to exempt Non-Bargaining Unit Employees, as amended. Upon separation from employment with the CITY for any reason including, but not limited to, retirement, termination or cancellation of the Agreement, EMPLOYEE shall not be entitled to, and will not receive payment for, any unused compensatory time balance.

D. PERSONAL DAYS. EMPLOYEE shall be entitled to paid personal leave days as provided in the City's Personnel Rules and Regulations applicable to exempt, Non-Bargaining Unit Employees, as amended.

E. BEREAVEMENT, MILITARY AND OTHER AUTHORIZED LEAVES/ABSENCES. Bereavement, Military and other leaves/absences may be granted in accordance with the City's Personnel Rules and Regulations applicable to exempt Non-Bargaining Unit Employees, as amended. All authorized leave shall also be in accordance with Federal and Florida law.

VI. RETIREMENT. The CITY agrees to pay an amount equal to ten and one-half percent (10.5%) of EMPLOYEE's gross taxable wages into the Municipal Police Officers Retirement Trust Fund (185 Plan) in accordance with the plan and City Ordinance. Said contributions by CITY shall coincide with EMPLOYEE's bi-weekly salary payments.

VII. SEPARATION OF EMPLOYMENT AND SEVERANCE PAY.

- A. EMPLOYEE shall, at all times, be classified as an at-will, management, contractual employee of CITY. EMPLOYEE acknowledges that he/she is not entitled to any post disciplinary hearing in the event of discipline, up to and including voluntary separation from employment.
- B. EMPLOYEE may voluntarily resign from employment at any time by providing no less than thirty (30) calendar days' written notice to the City Manager, unless the City Manager agrees otherwise. Upon the effective date of such a resignation, EMPLOYEE understands and acknowledges that EMPLOYEE is not entitled to any severance pay.
- C. CITY may cancel this Agreement in the event EMPLOYEE abandons the position. A position is considered abandoned after unauthorized absences from work for a consecutive period of three (3) days or three (3) assigned shifts. EMPLOYEE is not entitled to severance pay in the event of cancellation due to abandonment.
- D. If EMPLOYEE is charged with a misdemeanor involving moral turpitude or a felony violation of Florida or federal criminal law, such charges arising from events and prosecution occurring during the term of this Agreement, CITY shall have the option of canceling this Agreement without being obligated to pay any severance pay. EMPLOYEE is obligated to advise the City Manager for CITY of an arrest within three (3) working days. The EMPLOYEE will have a

continual obligation to keep the City Manager advised as to the status of the case until final disposition. Under no circumstances shall CITY waive any applicable remedies available to CITY pursuant to the terms and conditions of the Personnel Rules and Regulations as applicable to exempt Non-Bargaining Unit personnel.

- E. The employee is protected by Florida State Statute 166.0494 regarding the termination of a Chief of Police.
- F. CITY may, with or without cause, terminate the employment of the EMPLOYEE at any time. Termination with cause may include the offenses described in the CITY's Personnel Rules and Regulations as applicable to exempt Non-Bargaining Unit Employees, as amended. If the EMPLOYEE is terminated without cause before the expiration of this Agreement, EMPLOYEE shall be entitled to severance pay as set forth herein. EMPLOYEE shall also be compensated for all eligible accrued benefits to date as described in the CITY's Personnel Rules and Regulations as applicable Non-Bargaining Unit Employees, as may be amended.
- G. EMPLOYEE shall be entitled to twenty (20) regular weeks' severance pay upon termination by CITY without cause. Such severance pay shall only be payable upon execution of a full and complete release of liability of any and all claims related to EMPLOYEE's employment with the CITY, including the circumstances surrounding EMPLOYEE's

separation.

VIII. PERFORMANCE CRITERIA AND EVALUATIONS.

A. At least annually, the City Manager (or designee) shall meet with EMPLOYEE to establish performance standards, departmental goals, and criteria for performance evaluation. Shortly before each annual anniversary date of this Agreement, the City Manager (or designee) may, in accordance with the City's Personnel Rules and Regulations as applicable to exempt Non-Bargaining Unit Employees, as amended, review and evaluate the performance of EMPLOYEE.

B. The City Manager (or designee) may provide EMPLOYEE with a written performance evaluation and provide an opportunity for EMPLOYEE to discuss the contents thereof with the City Manager (or designee) for the purpose of advancing the overall effectiveness of EMPLOYEE in his/her position.

C. The City Manager (or designee) may provide EMPLOYEE with periodic written performance evaluations during the first 180 days of employment as Chief of Police, Police Department.

IX. GENERAL EXPENSES. The CITY recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said general expenses, subject to prior approval of the City Manager (or his designee) and in accordance with CITY policy. The Finance Director is hereby authorized to disburse such monies upon receipt of

duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

X. CIVIC CLUB MEMBERSHIPS. The CITY recognizes the desirability of representation in and before local civic and other organizations. EMPLOYEE shall present to the City Manager (or designee) for their review and approval a listing of civic organizations for which, if approved, the CITY shall pay all expenses on EMPLOYEE's behalf.

XI. PROFESSIONAL DEVELOPMENT.

A. The CITY agrees to pay the EMPLOYEE'S professional dues for membership in the Florida Police Chiefs Association (FPCA) and the International Association of Chiefs of Police (IACP). The CITY shall pay other dues and subscriptions on behalf of the EMPLOYEE as are approved in the CITY'S annual budget.

B. The CITY agrees to pay for the EMPLOYEE'S travel and attendance at two (2) annual conferences: (1) Florida Police Chiefs Association (FPCA) and (2) the International Association of Chiefs of Police (IACP), held at different locations nationally. The CITY shall pay for EMPLOYEE'S attendance at other seminars, conferences and committee meetings as are approved in the CITY'S annual budget or as authorized separately by the City Council.

XII. SECONDARY EMPLOYMENT. EMPLOYEE agrees not to accept any other full-time employment. However, CITY agrees that EMPLOYEE shall be allowed to

accept part-time employment and to accept normal compensation for such endeavors, provided such part-time employment shall be scheduled so as to not interfere with the normal operations of the CITY and shall require the prior written approval of the City Manager.

XIII. EMPLOYEE HANDBOOK. Terms and conditions of EMPLOYEE'S employment not specifically set forth in this Agreement shall be governed by the Personnel Rules and Regulations as applicable to exempt Non-Bargaining Unit Employees, as amended, provided said provisions are not inconsistent with or in conflict with the provisions of this Agreement, CITY Code of Ordinances and/or any law.

XIV. POST-EMPLOYMENT RESTRICTIONS. EMPLOYEE shall not personally represent another person or entity for compensation before the CITY COUNCIL or any CITY board or commission for a period of TWO (2) years following EMPLOYEE'S separation of employment. However, this post-employment restriction shall not apply to EMPLOYEE's representation of a bargaining unit or any not-for-profit entity serving the needs of the community as may be determined by the CITY COUNCIL. This section shall survive the termination of EMPLOYEE or cancellation or nonrenewal of this Agreement.

XV. MODIFICATIONS. No change or modification of this Agreement shall be valid unless it is reduced to writing and signed by both parties.

XVI. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of Florida, and venue for any proceedings brought here on shall be in a state court of jurisdiction in and for St. Lucie County, Florida.

XVII. SEVERABILITY OF PROVISIONS. If any clause or provision of this Agreement shall be determined to be illegal or to be void as against public policy, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this instrument this _____ day of _____ 2024.

Leon Niemczyk
Employee

DATE

Jesus Merejo
City Manager

DATE

APPROVED AS TO FORM:

Richard Berrios
City Attorney

DATE