

**MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Jesus Merejo, City Manager 

**SUBJECT:** Amended Employment Agreement for Richard Del Toro, Acting Chief

**DATE:** November 5, 2024

This memorandum serves to memorialize the appointment of Richard Del Toro as the Chief of Police for the City of Port St. Lucie effective November 5, 2024. Chief Del Toro's dedication and commitment to the City of Port St. Lucie for the last twenty-five years along with his service driven leadership has made him instrumental in the success of the Port St. Lucie Police Department.

Since April of 2023, he has been serving in an acting capacity as the Chief of Police and has maintained the city's designation as one of the safest large cities in the State of Florida. Chief Del Toro has held the positions of Officer, Sergeant, Lieutenant, and Assistant Chief, while also holding several specialty positions throughout his tenure.

As he prepares to take on a new role outside of the city it only seems fitting to appoint him as the Chief of Police for the City of Port St. Lucie effective immediately and expiring prior to the appointment of the incoming Chief.

The amended agreement, appoints Richard Del Toro as the Chief of Police effective November 5, 2024, expiring on November 6, 2024, at 8:59 A.M.

EMPLOYMENT AGREEMENT: AMENDMENT

**THIS AMENDMENT TO EMPLOYMENT AGREEMENT** ("Amendment"), effective the 5<sup>th</sup> day of November 2024, by and between the **CITY OF PORT ST. LUCIE** ("City") and Richard R. Del Toro, Jr. (hereinafter referred to as "Employee"). The City and Employee may be referred to individually as a "Party" or collectively as the "Parties."

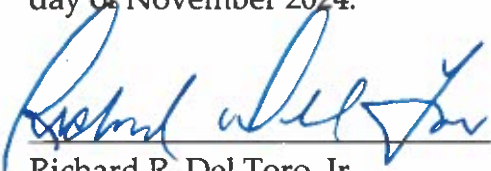
Recitals

- A. The Parties entered into an Employment Agreement effective May 1, 2023 which set forth Employee's terms and conditions of employment ("Employment Agreement"). A true and accurate copy of the Employment Agreement is attached hereto as Exhibit "A".
- B. In consideration of Employee's years of service and dedication to the City, the City wishes to temporarily appoint Employee to the title of Police Chief and Employee wishes to accept said temporary appointment.

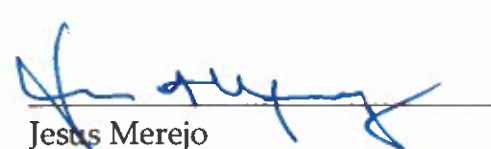
**NOW THEREFORE**, in consideration of the mutual covenants herein contained, City and Employee agree to amend the Employment Agreement only as follows:

- 1. Recitals. The foregoing recitals and Exhibit "A" are hereby incorporated into and made a part of this Amendment.
- 2. CHIEF FOR A DAY. Effective November 5, 2024 through 9:00 a.m. on November 6, 2024, Employee shall be appointed to the position of Police Chief with no increase in salary or benefits. Thereafter, Employee shall return to the position of Acting Chief of Police, PD.
- 3. All other terms and conditions of the Employment Agreement shall remain unchanged and unaltered.

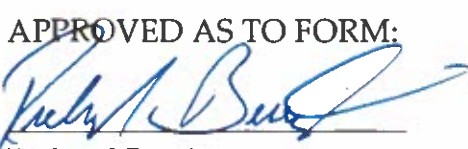
IN WITNESS WHEREOF, the parties hereunto have set their hands to this instrument on this 5<sup>th</sup> day of November 2024.

  
Richard R. Del Toro, Jr.  
Employee

11/5/24  
DATE

  
Jesus Merejo  
City Manager

11/5/2024  
DATE

APPROVED AS TO FORM:  
  
Richard Berrios  
City Attorney

11/5/2024  
DATE