

CHRISTIA E. ALOU
VILLAGE MANAGER
YENISE JACOBI
VILLAGE CLERK
JOSEPH GELLER
VILLAGE ATTORNEY



MAYOR OMARR C. NICKERSON
VICE MAYOR LUIS PIRELA
COUNCILPERSON ANDERS URBOM
COUNCILPERSON ANNA WARD
COUNCILPERSON DARIAN MARTIN

Regular Council Meeting
Tuesday, November 14, 2023
Agenda
7:00 PM

Statement of Decorum

Any person making a racial or slanderous remark or who becomes boisterous while addressing the Village Council, Staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. No signs or placards shall be allowed in the Village Hall. A person exiting the Village Hall shall do so quietly.

“Pursuant to Florida Statutes, Chapter 286.0105: If a person decided to appeal any decision made by the Board, Agency or Committee with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

- A. **CALL TO ORDER** Omarr C. Nickerson, Presiding
- B. **SILENT MEDITATION & PLEDGE** Salute American Flag in Unison
- C. **ROLL CALL**..... Yenise Jacobi, Village Clerk
- D. **APPROVAL OF AGENDA**
- E. **GOOD AND WELFARE**
(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.
- F. **CONSENT AGENDA** - *Items are routine, self-explanatory matters and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Council, that item must be removed from the Consent Agenda and considered separately.*
 - F1. Approval of the Minutes October 24, 2023, Regular Council Meeting.

G. AGENDA ITEM:

G1. Village Manager Current Sick & PTO Balance.

H. MAYOR, MANAGER, COMMITTEE & ATTORNEY REPORTS:

H1. Village Manager Report –Christia E. Alou

H2. Village Mayor Report – Omarr C. Nickerson

State Senator Shevrin D. Jones' Office (District 34), Legislative Assistant, Marina Braynon-Moore-Tallahassee

Kathy Fernandez Rundle's State Attorney's Office, Community Outreach Division Specialist, Mariangelli (Angie) Fernandez, PIO - Miami Dade County

Mayor Daniella Levine Cava's Office, Government & Community Affairs Liaison, Melonie Burke - Miami-Dade County

County Commissioner (District 3) Keon Hardemon's Office, Intergovernmental Affairs Coordinator, Rosenny Augustine Jean-Louis - Miami-Dade County

Mayor, Rodney Harris - Miami Gardens

Mayor, Brent Latham - North Bay Village

Mayor, Karyn Cunningham - Palmetto Bay

Mayor, Larisa Svechin - Sunny Isles Beach

Commissioner, Michael Stern - Aventura

Commissioner, MacDonald Kennedy - Biscayne Park

Commissioner, Veronica Amsler - Biscayne Park

Councilperson, Anders Urbom - El Portal

Councilperson, Dr. Anna Lightfoot-Ward - El Portal

Councilmember, Ray Garcia - Miami Lakes

Councilperson, Kassandra Timothe, MPA - North Miami

Assistant to Councilperson Pierre Frantz Charles - North Miami

Constituent Service Coordinator, Esperance Jules - North Miami

Commissioner, Fortuna Smukler - North Miami Beach

Executive Director, Carla Peters - Greater Miami Shores Chamber Of Commerce

President, Catherine McLaney - Greater Miami Shores Chamber Of Commerce

Vice President, Gigi Turkel - Greater Miami Shores Chamber Of Commerce

Assistant Director, Chloe Chelz - Pelican Harbor Seabird Station

Manager Of Education & Outreach, Erin Cover - Miami Waterkeeper

Executive Director & Chairperson, Elizabeth Fata Carpenter, Esq. - Everglades Law Center; El Portal Sustainability & Resiliency Task Force

Department Of Earth and Environmental & Director OF Science, Sea Level Solutions Center, Institute Of Environment, Associate Professor, Tiffany G. Troxler, Ph.D., CFM - F.I.U. (Florida International University)

Founder Hugh Gladwin - Little River Conservancy

President Maribel Trujillo-Fruitstone - GFWC El Portal Woman's Club

Principal Dr. Ottolita T. Thompson - Horace Mann Middle School

Vice Principal David Piccolino - Horace Mann Middle School

Vice Principal Brandi L. Crystal - Horace Mann Middle School

Children's Author & Cancer Survivor, Crystal Carroll - Today I Saw A Ladybug

The Entire El Portal Administration & Staff

The Entire El Portal Police Department

Youth Foundation, Founders Dwayne (D-Bowe) Bowe & Dr. Theresa Bowe - NFL (National Football League - Kansas City Chiefs - 82 Ways)
Miccosukee Native American Tribe

H3. Village Attorney Reports – Joseph Geller, Esquire

I. GOOD AND WELFARE

(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)

J. ADJOURNMENT:

Mayor & Councilpersons

In accordance with the American With Disabilities Act of 1990, all persons with disabilities and who need special accommodations to participate in this meeting due to that disability should contact the Village Clerk’s Office at (305) 795-7880 no later than two (2) business days prior to such proceeding.

Village of El Portal
Village Manager Christia Alou
Time Off Pay Out

Salary	
Yearly	\$134,894.00
Hourly Rate	\$64.85

Time Off Balance (10/22/2022 - 09/30/2023)	
Sick	156.67
PTO	272.24

Time Off Balance Pay Out	
Sick	\$10,160.50
PTO	\$17,655.55
TOTAL PAY OUT	\$27,816.05

**EMPLOYMENT AGREEMENT
VILLAGE MANAGER**

This Employment Agreement ("Agreement") is made and entered into this 27 day of March, 2018, between the Village of El Portal, Florida, a Florida municipal corporation (the "Village" or Employer), and Christia E. Alou ("Village Manager" or Employee).

WITNESSETH:

RECITALS:

WHEREAS, Article 3.01, of the Village Charter (the "Charter") requires that there shall be a Village Manager, who shall be the Chief Administrative Officer of the Village; and

WHEREAS, the Village desires to employ the services of Employee as Village Manager and Employee wishes to accept this employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement the parties agree as follows:

Section 1. Duties:

- 1.1 The Village Manager shall have all powers and perform all duties and responsibilities required by this Agreement, prescribed in the Charter and applicable sections of the Village Code.
- 1.2 The Village Manager shall carry out the policy directives of the Village Council.
- 1.3 The Village Manager shall carry out the annual goals set by the Village Council.
- 1.4 The Village Manager shall provide the Village Council with a monthly report, which may include a list of directives from the Village Council and the status of achievement of the same.
- 1.5 The Village Manager shall perform such other duties as may be assigned by the Village Council from time to time.

Section 2. Term:

- A. This Agreement shall remain in full force and effect until terminated by the Employer or resignation of Employee.

However, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 16 of this Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign the position at any time, subject only to the provisions set forth in Section 17 of this Agreement.

Section 3. Salary:

The Village Manager shall receive an initial annual salary in the amount of \$85,000.00, payable in equal bi-weekly installments.

Section 4. Performance Evaluations:

4.1 The Village Council shall evaluate the performance of the Village Manager after the first 90 days of the term of this Agreement during which time Village Manager shall not be entitled to severance, and thereafter an annual evaluation on the date of his/her/hir hiring.

4.2 The evaluation shall be based upon (i) the Village Manager's performance of the duties specified in Section 1 and (ii) the Village Manager's achievements of the Village Council's policy directives, and the annual goals. At the time of the scheduled evaluations, the Council will consider any potential increases in the Manager's salary, benefits and allowances, based on satisfactory performance. Based on a satisfactory performance and based on approved budget the Council may consider up to 5% increase after the first full year of employment, and a cost of living and merit increase of 3% for each year of service after the first year.

Section 5. Florida Retirement System (FRS):

The Village shall enter the Village Manager in the Florida Retirement System at the Senior Management rate and make all applicable payments into such system on behalf of the Village Manager.

Section 6. Professional Dues and Expenses:

6.1 The Village shall pay for all reasonable and customary professional dues and subscriptions necessary for the Village Manager's participation in municipal associations and organizations, as approved in the Village's annual budget. The Village shall pay for reasonable professional development expenses of the Village Manager approved by the Council or provided for in the Village annual budget.

6.2 The Village shall pay for the Village Manager's participation in those local civic non-profit job-affiliated organizations that the Village Manager is directed to participate in by the Village Council.

Section 7. Automobile:

In lieu of providing the Village Manager with an automobile, the Village shall provide the Village Manager with a monthly automobile allowance of \$420.00, or lease a vehicle for which the total monthly costs shall not exceed \$420.00, at the Village Manager's option. The amount may be increased from time to time by the Village Council.

Section 8. Insurances and Benefits:

- A. Employer Agrees to provide and to pay 100% the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for Employee.
- B. Employees Medical Benefits and those of any dependents will be covered based on the current benefits policy that the Village has place for its employees.
- C. Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee at a rate of fifty percent (50%) of base salary.
- D. Employee may elect to submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- E.
- F. D. Employer shall pay the amount of premium due for term life insurance in an amount equal to one hundred percent (100%) of one years salary, including all increases in the base salary during the life of this Agreement. The Employee shall designate the beneficiary of this policy.
- G.

Section 9. Annual Leave, Sick Leave and Holidays:

9.1 The Village Manager shall receive annually a total of two weeks (10 days) vacation leave, and a total of two weeks (10 days), sick and Personal Time Off (PTO). Such leave shall accrue equally per pay period. After two (2) years the Village Manager shall receive an additional five vacation days per year, for a total of three weeks (15 days). After five (5) years, the Village Manager shall receive five additional vacation days per year, bringing the total to four weeks (20 days).

9.2 On or before September 30 of each year, the Village Council shall elect to either carry over into the next fiscal year any unused accrued PTO leave or shall make payment to the Village Manager for the cash value of the same at the Village Manager's salary in effect on September 30. If no payment is made, it shall be presumed that the Village has elected to carry over the unused

personal leave.

9.3 The Village Manager shall be entitled to such holidays as are recognized by the Village, plus Employee's birthday.

As used in this Section, the word "day" shall mean business day. There shall be no requirement that personal leave be used in full or half day increments.

Section 10. Business Expenses and Travel:

10.1 The Village shall pay for the reasonable and customary travel expenses of the Village Manager for meetings and seminars as may be authorized by the Village Council or provided for in the Village budget.

10.2 Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses, including local expenses such as fuel, parking, transportation, meals related to attendance at meetings, admission fees for cultural and community events, membership in organizations contributing to a member's ability to fulfill leadership roles, executive stationery and communication expenses. Authorization to disburse such moneys shall be upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 11. Equipment:

11.1 The Village shall provide Village Manager the use of a Cellular Telephone and a laptop to be used for business purposes during the length of employment. a

11.2 The Village shall provide the Village Manager with the use of electronic equipment necessary for the Village Manager to make themselves available to perform his/her duties. Such equipment shall include those items necessary for the Village Manager to utilize the Village's computer network at all times and maintain communication with the Village's residents, Village Council and staff at all times, including a lap-top computer.

Section 12. Hours at Work and Outside Activities:

12.1 It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

12.2 The employment provided by this Agreement shall be the Employee's sole regular employment. The Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not interfere with the Employee's

performance of his/her duties hereunder or constitute a conflict of interest with his/her responsibilities under this Agreement. Any non-conflicting legal work must be outside business hours and not be within the corporate limits of the Village.

Section 13. Days:

Unless otherwise specified, any reference to day in this Agreement shall mean calendar days.

Section 14. Bonds; Hold Harmless:

14.1 The Village shall pay for the cost of any bonds to be furnished by the Village Manager, including the bond required pursuant to Section 3.05 of the Charter.

14.2 Beyond that required under federal, state or local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Manager or resulting from the exercise of judgment or discretion in connection with the performance of his/her duties or responsibilities, unless the act or omission involved willful or wanton conduct.

14.3 The Employee may request, and the Employer shall not unreasonably refuse to provide, independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action, including any appeals brought by either party.

14.4 The Employer shall indemnify Employee against any and all losses, damage, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his/her duties.

14.5 Employer agrees to pay all reasonable litigation expenses of Employee throughout any pending litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

14.6 Employer agrees to pay Employee reasonable travel expenses when Employee serves as a witness, advisor or consultant to Employer, regarding pending litigation.

14.7 Any statement of any claim must have prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Section 15. No Reduction of Compensation:

The Village Council shall not at any time during the term of this Agreement reduce the salary or benefits provided to the Village Manager below the levels he is then entitled to receive, and, if it does, such action shall constitute a constructive termination without cause of this Agreement.

Section 16. Termination and Severance:

16.1 In accordance with the Charter, the Village Manager shall serve at the pleasure of the Village Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Council to terminate the services of the Village Manager at any time.

16.2 In the event the Village Council wishes to terminate the Village Manager, it shall do so in accordance with the provisions of this Agreement.

16.3 In the event the Village Manager is terminated by the Village Council, the Village Manager shall receive a severance payment as follows:

- A. Severance shall be paid to the Village Manager when employment is terminated without cause as specified in this Agreement and pursuant to Florida Statutes Sec.215.425 and in accordance to the following:

181-365 days from the effective date of this contract: 4 weeks

After 365 days from the effective date of this contract: 4 weeks for every year of service with a cap of 20 weeks total severance consistent with State Law.

These amounts shall be paid in two equal payments, the first upon separation from the City, the second within thirty (30) days thereafter.

Severance pay shall be construed as compensation for services performed in assisting with transition, and severance payment will not include automobile, cell phone allowance or other benefits, except that insurance benefits for the severance period shall be paid. Said payment of severance benefits made under this paragraph shall constitute full and complete payment and satisfaction of any claim the Village Manager may have against the Village arising under, or related to this Agreement or otherwise.

- B. If the City Manager is terminated with cause, said termination will take effect immediately and the City Manager shall receive four (4) weeks of salary to be paid in a lump sum within five (5) days of termination. For the purposes of this Agreement, just cause is defined and limited to mean (1) breach of any material term or condition of this Agreement after ten days (10) written notice and an opportunity to cure; (2) misconduct in office such as an act of fraud or dishonesty; (3) gross

insubordination; (4) willful neglect of duty; (5) a knowing or intentional violation of the Florida or Miami-Dade County conflict of interest and code of ethics laws; (6) moral turpitude; or, (7) conviction of any criminal act (except for minor traffic infractions).

- C. The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and other time as noted in Section 9. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated by using the rate ordinarily contributed on regular compensation.

Section 17. Resignation:

In the event that the Village Manager voluntarily resigns during the Term of this Agreement, the Village Manager shall provide the Village with 30 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Village Manager under this Section, the Village Manager shall not be entitled to receive the severance package specified in Section 16.3, but the Village shall pay the Village Manager all accrued, but unpaid, personal leave calculated at the Village Manager's rate of pay in effect upon the date of termination. In the event that the resignation is as a result of a constructive termination, the Village Manager shall receive compensation as if he had been terminated without cause.

Section 18. Conflict of Interest Prohibition:

18.1 Village Manager shall not, without the express prior approval of the Village Council, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Village, except for stock ownership in any company whose capital stock is publicly held and regularly traded during the term of employment.

18.2 The Village Manager shall abide by the provisions of Chapter 112, Florida Statutes, and the Miami-Dade County Conflict of Interest and Code of Ethics, Section 2-11.1, pertaining to public employees.

Section 19. Miscellaneous Provisions:

19.1 **Complete Agreement.** It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.2 **Amendment.** No modification, amendment or alteration in the terms or conditions contained

herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

19.3 Severability. 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 shall not be affected and shall remain in full force and effect.

19.4 No Waiver. 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.

19.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Village Manager.

19.6 Governing Law. Florida law shall govern this Agreement, and as to venue, any litigation which may arise from this Agreement shall be filed and litigated in the state courts in Miami-Dade County, Florida.

19.7 Waiver of Jury Trial. Both the Village and the Village Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

19.8 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery or delivered at a Village Council meeting. Notice shall be sent as follows:

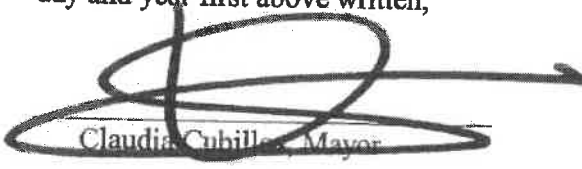
For the Village:

Honorable Mayor Claudia Cubillos
Village of El Portal
500 N.E. 87th Street
El Portal, Florida 33188-3517

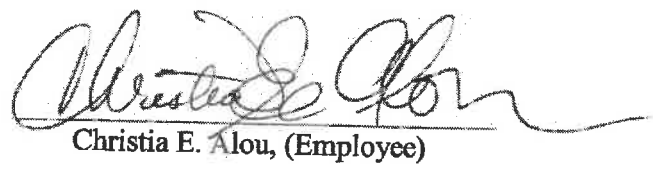
For the Village Manager:

Christia E. Alou

IN WITNESS WHEREOF, the Village, by signature of the Mayor, as authorized by Section 2.02 (a) of the Village Charter, and Village Manager have signed and executed this Agreement the day and year first above written,



Claudia Cubillas, Mayor



Christia E. Alou, (Employee)

Village of El Portal

Attest:



Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:



Norman Powell
~~Interim~~ Village Attorney