

TALLAHASSEE CHIEF OF POLICE
EMPLOYMENT AGREEMENT

This Agreement made and entered into as of this 24th day of December, 2019, by and between the City of Tallahassee, Florida, a municipal corporation, hereinafter called the “City” as party of the first part and Lawrence Revell, hereinafter called “Employee,” as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the City desires to employ the services of Lawrence Revell as Police Chief of the City of Tallahassee; and,

WHEREAS, it is the desire of the City of Tallahassee City Manager, hereinafter called the “City Manager” to provide certain benefits, to establish certain conditions of employment, and to establish working conditions of said Employee; and,

FURTHER WHEREAS, Employee desires to accept the employment as Police Chief of the City of Tallahassee in lieu of other employment opportunities available to him.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

The City agrees to employ Lawrence Revell as Police Chief of the City of Tallahassee to perform the functions and duties of Chief of Police as outlined in the job specification, and to perform such other legally permissible and proper duties and functions as the Deputy City Manager and/or City Manager shall from time to time assign. The position of Police Chief is an executive management position.

Section 2. Term

The Employee agrees to be available for work full time no later than January 4, 2020, which shall be deemed the Employment Date. The term of this Agreement shall commence on the Employment Date through December 31, 2024, which shall be the Initial Term. This Agreement shall be automatically renewed at the expiration of the Initial Term for an additional two (2) years unless notice that the Agreement shall not be renewed is given by the City or by the Employee at least six (6) months before the expiration of the Initial Term. Successive renewal terms of two (2) years each will commence automatically upon the expiration of the prior

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renewal term unless terminated in the same manner as provided in the Initial Term or otherwise terminated in accordance with the provisions of this Agreement. In the event the Agreement is not renewed, all compensation, benefits and requirements of this Agreement shall remain in effect until the expiration of the Initial Term or any renewal unless Employee voluntarily resigns, subject to the provision set forth in Section 4.

This Agreement shall be effective upon its execution by both parties and the Employee shall report for duty as Police Chief of the City of Tallahassee not later than referenced in Section 2 of this Agreement.

Section 3. Termination and Severance Pay

A. Executive management employees serve at the pleasure of the City Manager. In the event the Employee is terminated from employment during the term of this Agreement and the Employee is able to perform the duties of Police Chief, the City agrees to Employee severance pay as provided herein. The City shall provide the Employee with sixty (60) days' notice of termination and allow the Employee appropriate time and opportunity to seek alternative employment during the notice period. The City may at its option, pay salary and health benefits in lieu of all or a portion of the notice period. In the event the Employee is terminated because of non-performance of duties, engaging in criminal activity and/or ethical misconduct, or failure to maintain appropriate law enforcement certification(s) necessary to perform in the position of Police Chief for the City of Tallahassee then, the City shall have no obligation to pay severance designated in this section.

B. In event of an at will termination as provided in paragraph 3.A. above, and in keeping with Florida Statutes, Section 215.425, the Employee shall be entitled to twenty (20) weeks salary and health benefits. Severance pay shall not be provided should the Employee be terminated for misconduct as specified in paragraph 3.A. The benefits provided as a part of separation shall be those health benefits that the Employee has at the time of separation only. The twenty (20) weeks salary and health benefits shall be an entitlement accrued under conditions referenced herein and shall be paid without regard to whether the Employee has secured other comparable employment.

Section 4. Resignation

In the event the Employee voluntarily resigns his position with the City, the Employee shall provide a minimum of sixty (60) days' notice unless the City and the Employee agree otherwise.

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Section 5. Salary

The City agrees to pay Employee for his services rendered pursuant hereto at a beginning base salary of \$180,000 annually. The City agrees to increase said base salary and/or other benefits of Employee (as allowable by law) in such amounts and to such an extent that the City Commission may include a general employee increase in the fiscal year budget and to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given generally.

Section 6. Automobile Allowance

The Employee shall have the exclusive and unrestricted use, at all times during his employment with the City, of an automobile provided him by the City. The City shall be responsible for paying the purchase price, operation, maintenance, repair, and regular replacement of said automobile. The Employer shall purchase automobile insurance coverage of the types and amounts specified by City policy.

Section 7. General Expenses

The City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee (i.e. work-related educational conferences), and hereby agrees to reimburse or to pay said general expenses, and the Director of Financial Services is hereby authorized to approve disbursement of such monies upon receipt of duly executed expense or petty cash voucher, receipts, statements, or personal affidavits. Nothing in this paragraph shall prevent the City Manager from decreasing the amount budgeted for such purposes provided that such decrease is the result of across-the-board budget cuts applicable to all executive management employees. An annual uniform/clothing allowance in the amount of \$750 shall be paid to the Employee for the purchase and maintenance of uniforms and civilian clothing worn on duty.

Section 8. City of Tallahassee Pension Plan and Deferred Compensation

The Employee shall not be covered by the police officer City Pension Plan. In lieu of participation in the Pension Plan, the City agrees to execute appropriate documents as necessary for the establishment, implementation and payment of a deferred compensation program for the Employee in accordance with this Section. The City will contribute on behalf of the Employee into an IRS 457 account the maximum amount annually allowable under the Internal Revenue Code.

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Such contributions shall be made throughout the year in twenty-six (26) equal payments, commencing on the effective date of this Agreement. The contributions payable pursuant to this section shall be considered as base salary for determining Employee's pension benefits at the time of his retirement pursuant to the City Retirement System, as referenced in Section 8 above.

Section 9. Other Benefits

Except as specifically provided for herein, the Employee shall be provided at least the same benefits provided to executive management staff of the City. The employee shall be entitled to receive the same vacation and sick leave benefits as are accorded other executive management employees.

Section 10. Performance Evaluations

The City will evaluate the performance of the Employee each year. This review and evaluation shall follow criteria and procedures as determined by the City Manager. The parties agree that the primary purpose of such evaluation is to facilitate open and frank discussion, define roles and expectations, identify performance strengths and weaknesses, and to provide an opportunity for the Employee to take affirmative action to address weaknesses and areas needing improvement.

Section 11. Other Terms and Conditions of Employment

The City Manager shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the terms of this Agreement, Exhibit 1 (attached to and incorporated herein), the City Charter, and any other law.

All provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other executive management level employees of the City in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein otherwise provided.

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Section 12. General Provisions

The text herein shall constitute the entire Agreement between the parties.

This Agreement shall be binding upon and inure to the Benefit of the heirs at law and executors of Employee.

This Agreement shall become effective upon its execution.

If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

No alteration, modification or amendment of this Agreement shall be effective unless contained in writing, executed between the Employee and the City.

In the event of a dispute relating to this Agreement, the prevailing party shall be entitled to all costs, disbursements and attorneys' fees incurred in enforcing this Agreement.

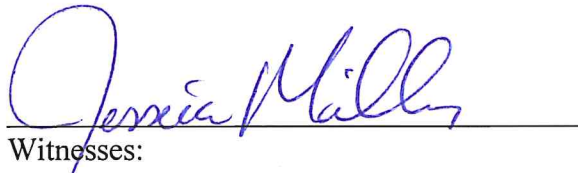
IN WITNESS WHEREOF, the City of Tallahassee has caused this Agreement to be signed and executed on its behalf by its City Manager and duly attested by witnesses, and the Employee has signed and executed this Agreement, both in duplicate, this 24 day of December, 2019.

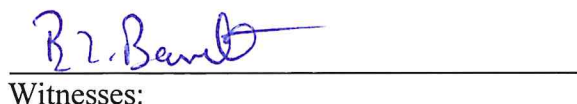
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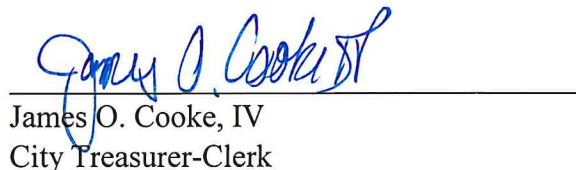

Lawrence Revell, Employee

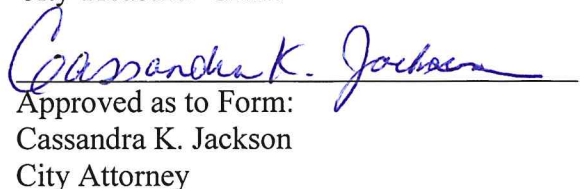

Reese Goad, City Manager

Attest:


Witnesses:


Witnesses:


James O. Cooke, IV
City Treasurer-Clerk


Approved as to Form:
Cassandra K. Jackson
City Attorney