

EMPLOYMENT AGREEMENT
POLICE CHIEF, CITY OF EDGEWOOD

Introduction

This Agreement, made and entered into this ____ day of January, 2023, by and between the **City of Edgewood** a Florida municipal corporation, (hereinafter called "Employer") and **Dean A. DeSchryver**, (hereinafter called "Employee"), both of whom agree as follows:

Section 1: Term

The initial term of this Employment Agreement shall be for a period of three (3) years unless terminated earlier by operation of law or as otherwise set forth herein. This Employment Agreement shall automatically be renewed for additional two (2) year terms upon the expiration of the initial term or subsequent renewal terms unless either party gives notice in writing thirty days prior to the expiration of the term of its intent to not renew this Employment Agreement.

Section 2: Duties and Authority

Employer agrees to employ Employee as Police Chief to perform the functions and duties specified in Section 4.06 of the Charter of the City of Edgewood, the City Code of Ordinances and City administrative procedures and to perform other legally permissible and proper duties and functions as the Mayor or City Council shall from time to time assign.

Section 3: Compensation

Employer agrees to pay Employee an annual base salary of One Hundred Five Thousand Dollars (\$105,000.00), payable in installments at the same time the other management employees of Employer are paid. Employer shall increase Employee's salary at the same rate of other non-union employees whenever general wage increases are applied to all non-union employees. Additionally, Employer may, in its discretion, increase Employee's annual base salary at any time independently of general wage increases. Any increase in Employee's annual base salary shall be documented in writing and included as an addendum to this Employment Agreement.

Paid time off shall accrue as provided in the Personnel Policies of the City of Edgewood; provided, however, that due to Employee's experience outside the City provisions regarding the probationary period shall not be applicable and employee shall accrue paid time off at the rate that would apply if Employee had two years and one day of service with Employer as of the first day of this Agreement through the end of the Initial Term. Upon the first day of the first Renewal Term of this Agreement, Employee shall begin accruing paid time off at the rate that would apply if Employee had seven years and one day of service with Employer as of said first day of the Renewal Term. Future increases in paid time off accrual rate shall also be awarded as if Employee had seven years and one day of service with Employer as of the first day of the first Renewal Term. Employee shall be awarded the paid time off that would accrue between commencement of employment and June 30 of the first year of this Agreement in lump sum on the first day of this Agreement.

Other Employment conditions for general employees provided in the City's personnel policies as amended from time to time which are not in conflict with any provision hereof shall remain in full force and effect as to Employee. All benefits provided in the City's personnel policies as amended from time to time that provide a general benefit to all City employees not otherwise addressed herein shall be provided to Employee.

The City shall provide and maintain a vehicle for Employee's use in performing his duties pursuant to this Employment Agreement and for use in commuting to and from the City. Said vehicle shall be owned and maintained by the City as part of its fleet of motor vehicles.

The City shall provide and maintain a cellular phone solely for Employee's use in performing his duties pursuant to this Employment Agreement. Employee shall not conduct non-City business on the City-issued cellular phone.

Additionally, Employer agrees to pay the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer, subject to the prior approval of the Employer.

Section 4: Termination

Any one of the following acts or events shall constitute termination of this Employment Agreement and Employee's employment under it:

1. A vote of the City Council. The parties hereto understand that no cause is required for Employee to be terminated by vote of the City Council.
2. Final action by Employer, citizens or the Florida Legislature to amend any provisions of the City Charter, ordinances or other legislation governing the role, powers, duties, authority or responsibilities of Employee's position that substantially changes the form of government of the City. Under such circumstances, Employee shall have the right to declare that such amendments constitute termination, and his doing so will constitute termination of this Employment Agreement.
3. Employee's written resignation.

Section 5: Severance

Severance shall only be paid to Employee if employment is terminated during the initial term of this Employment Agreement and if such termination is without cause. If Employee is terminated without cause during the initial term of this Employment Agreement, Employee shall be paid a lump sum payment equal to six (6) weeks' salary at the rate of base salary on the date of termination.

As additional severance, Employee shall also be compensated for all paid time off accrued as of the date of termination.

If Employee is terminated or separated from Employer for cause, Employer shall not be obligated to pay severance. Cause for termination shall include but not be limited to:

1. The commission by Employee of any embezzlement or other act of dishonesty toward the Employer;
2. The conviction, including by plea of no contest, of Employee for any felony;
3. Willful damaging of Employer's real or personal property;

4. Abuse of alcohol, narcotics or other controlled substances, including any conviction, including by plea of no contest, of Employee for operating a motor vehicle under the influence or for public intoxication;

5. Willfully causing physical injury to any other employee of Employer;

6. Determination by an independent third-party investigator appointed by Employer that Employee has committed sexual harassment of any other employee of Employer;

7. Any other act involving moral turpitude or that would tend to bring dishonor or embarrassment to Employer;

8. Any physical or mental condition of Employee which renders him unable to fully perform his duties and which lasts for more than ninety (90) consecutive days.

Section 6: Resignation

In the event that Employee voluntarily resigns his position with Employer for reasons other than being requested to do so by Employer, Employee shall provide a minimum of ninety (90) days' notice unless the parties agree otherwise and Employee shall not be entitled to any severance. In the event the parties agree to a shorter notification period for resignation, such agreement shall in no event be interpreted as Employer exercising a termination of Employee.

Section 7: Performance Evaluation

Employer shall periodically review the performance of Employee subject to a process, form, criteria, and format for the evaluation which shall be determined by Employer.

Section 8: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed to establish an appropriate work schedule but must work a minimum of forty (40) hours per week unless on other approved leave.

Section 9: Outside Activities

The employment provided for by this Employment Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may, upon the approval in advance of Employer, elect to accept teaching, consulting or other business opportunities with the understanding that such limited arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Employment Agreement.

Section 10: Indemnification

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 course and scope of Employee's duties as Police Chief or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employer

may choose, in its sole discretion, the appropriate attorney or firm to represent Employee as provided herein.

Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' 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 or her duties. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any claim or suit covered by this indemnity obligation. If Employee is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event, Employer shall have the right to opt to no longer defend and/or indemnify Employee.

Section 11: Bonding.

Employer shall bear the full cost of any fidelity or other bonds that may be required of the Employee under any law or ordinance

Section 12: Other Terms and Conditions of Employment

Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Employment Agreement, the City Charter or any other law.

Section 13: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO EMPLOYER: Mayor
City of Edgewood
405 Bagshaw Way
Edgewood, Florida 32809

TO EMPLOYEE: Dean A. DeSchryver
5565 S Orange Ave
Edgewood, Florida 32809

Alternatively, notice required pursuant to this Employment Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Employment Agreement. The parties by mutual written agreement may amend any provision of this Employment Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Employment Agreement.

B. Binding Effect. This Employment Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Employment Agreement shall become effective on _____, 2023.

D. Severability. The invalidity or partial invalidity of any portion of this Employment Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

“EMPLOYER”

“EMPLOYEE”

City of Edgewood

John Dowless, Mayor

Dean A. DeSchryver

ATTEST:

Sandra Riffle, City Clerk