

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Alan, Human Resources Director , 797-1020

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND POLICE CHIEF JOHN A. GEORGE; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: To execute an employment agreement for John A. George, Police Chief, setting Chief George's current annual salary at \$96,245.10 (a five percent (5%) increase over previous salary).

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? no

If yes, expected cost: \$

Account Name:

If no, amount needed: \$4,806.67 for remainder of FY00-01

What account will funds be appropriated from: Police Operating Budget

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Employment Agreement - Exhibit "A"

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND POLICE CHIEF JOHN A. GEORGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 10 of the Charter of the Town of Davie, provides for the position of Police Chief; and

WHEREAS, the Town of Davie wishes to enter into an employment agreement with the Police Chief and wishes to reduce the agreement to writing, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Town Administrator to execute the Employment Agreement, a copy of which is attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2001.

AMENDMENT OF AGREEMENT OF CHIEF OF POLICE

This agreement, amended this _____ day of _____, 2001, by and between the Town of Davie, Florida, a municipal corporation (hereinafter "DAVIE") and John A. George (hereinafter "GEORGE").

Witnesseth:

WHEREAS, DAVIE wishes to amend the agreement with GEORGE as Chief of Police.

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

1. That GEORGE shall continue to serve as Chief of Police for DAVIE.
2. GEORGE shall continue to perform as Chief of Police in accordance with the requirements of the Charter, Town Council, and Town Administrator, full time, without defined term and under conditions set forth herewithin.
3. In consideration for his services as Chief of Police, GEORGE shall receive the following compensation and benefits:
 - a. Salary for GEORGE, defined by this amendment, shall be set by the Town Administrator, commencing upon approval of this amended agreement. Salary and benefits shall be consistent with minimum terms identified in resolution R-2000-237 and within this agreement, payable on the same payroll period as the other management employees of DAVIE.
 - b. Benefits, including 401K, longevity, and any cost of living adjustments, shall be the same as other executive benefits provided to Town management employees, except as noted. Davie shall pay of one hundred percent balances of accrued leave banks at time of termination of this agreement of employment. If this agreement is terminated by DAVIE prior to vesting, then DAVIE shall pay GEORGE the amount of the 401K account balance not vested, grossed up for GEORGE's prior years effective tax rate in lump sum.
 - c. Severance pay shall be paid to GEORGE over and above any accrued leave earned by him on the following provisions:
 - (i) Upon voluntary resignation, no severance pay will be awarded.
 - (ii) Upon dismissal for cause, no severance pay will be awarded. For the purpose of this agreement, "for cause" shall be defined as conviction of any felony, or a misdemeanor directly relating to his powers, duties or privileges or conviction involving moral turpitude while in office or conviction of violating any Davie Charter provision, Ordinance or Resolution directly to his power, duties or privileges while in office. For the purpose of this section, if GEORGE pleads guilty or nolo contendere or is found guilty, he shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.
 - (iii) GEORGE, in the event of death, shall be accorded the same rights, privileges, and benefits due any other law enforcement officer in the Town of Davie Police Department pursuant to

federal regulations, Florida State Statutes and Town of Davie Code. In the event of death, GEORGE's spouse shall be entitled to payment of all compensation and benefits through the last day he performed services to or on behalf of DAVIE, payable on the date such salary and benefits are normally paid, with payment of all unused, accrued leave bank balances up to the applicable maximum accruals to be made within thirty days. In the event of death, no severance will be paid. Upon death, if severance pay is being paid, severance pay shall cease.

Exhibit "A"

(iv) Upon termination of this agreement without cause or negotiated separation, as full and complete compensation, Davie shall give a minimum of sixty (60) days prior written notice to GEORGE, along with twenty six (26) weeks severance pay. In addition, four (4) weeks of severance is to be awarded for each and every completed year of service as Chief of Police (pro-rated for time served less than a completed year), with a maximum cap at twenty six (26) weeks above the entitled severance compensation described within this agreement. All severance pay to be paid to GEORGE, shall be above and beyond all accrued leave.

(v) Upon non-service connected disability, this agreement may be terminated as provided hereinabove. If GEORGE is receiving disability income from a Town purchased disability income insurance policy or worker's compensation benefit, then that income shall be a set off to (deducted from) regular salary or severance pay.

(vi) Upon the elimination of the position of Chief of Police by Charter Amendment as authorized by referendum of the Town's voters, GEORGE shall be paid in the same manner as if this agreement was terminated as provided hereinabove.

Severance pay, if awarded, shall be paid periodically as payroll rather than a lump sum. During the period of severance pay, DAVIE health insurance shall continue to be provided to GEORGE and his dependents to the extent provided to Town management employees. No other benefits related to this agreement shall be owed or paid by DAVIE, including but not limited to additional pension, life insurance, automobile, merit or cost of living increases, etc., during the period that severance pay is paid. Upon being reemployed by a governmental entity, DAVIE's obligations for severance pay ceases, unless the subsequent government employment is at a salary that is less than the existing salary GEORGE was earning at DAVIE. If the subsequent salary is at a lower salary, then DAVIE shall continue to pay the difference during the severance pay period. If GEORGE's subsequent government employment provides health insurance, then DAVIE's obligation to pay for such insurance ceases. Nothing herein is intended to deprive GEORGE of his right to pay for DAVIE insurance as may be permitted pursuant to "COBRA" legislation.

d. There shall be an annual review by the Town Administrator to evaluate the work performance of GEORGE and to reassess the goals and objectives that the Town Administrator perceives for DAVIE. If determined by the Town Administrator to be performing satisfactorily, the Town Administrator may elect to grant a salary increase beyond any annual cost of living increase.

e. DAVIE shall provide GEORGE with one of the following: an unmarked Town owned vehicle or a vehicle which is leased by DAVIE. DAVIE shall provide all fuel, maintenance, insurance, license, etc., for said vehicle selected. GEORGE shall have 24-hour unlimited usage of said vehicle for business and personal use.

f. DAVIE encourages GEORGE to be active in professional and civic organizations and shall pay the dues for GEORGE to join and remain a member of the F.B.I. National Academy Association, the I.A.C.P., L.E.E.D.A., the Broward Chiefs of Police Association, the Davie/Cooper City Chamber of Commerce, the Kiwanis Club, etc. Funding shall be budgeted to cover GEORGE's attendance at annual professional conferences of the above listed organizations, while in an on-duty status.

g. DAVIE recognizes that the Chief of Police must devote a great deal of time outside the normal office hours to business of Davie. Notwithstanding any other provisions of this agreement, GEORGE shall receive fifteen (15) days of executive leave annually.

h. DAVIE shall pay all costs (books, tuition and fees) for GEORGE to attend graduate level college courses and programs.

4. DAVIE shall defend, save harmless, and indemnify GEORGE, to the extent allowed by law 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 and scope of official duties as the Chief of Police.

5. This agreement shall supersede any preexisting terms and agreements and shall remain in effect under the terms and conditions described here within.

IN WITNESS WHEREOF, the Town of Davie has caused this agreement to be signed and executed on its behalf by its Mayor, and Town Administrator and duly attested by its Town Clerk, both in duplicate, the day and year first above written.

TOWN OF DAVIE, a municipal corporation

Harry Venis, Mayor

JOHN A. GEORGE

Thomas Willi, Town Administrator

Attest: _____
Russell Muniz, Town Clerk