

EMPLOYMENT AGREEMENT

Donald J. Lee, Jr.

THIS EMPLOYMENT AGREEMENT (herein "Agreement") is made and entered into this 1st day of October, 2014 by and between the City of Key West, Florida, a municipal corporation ("City or Employer) and Donald J. Lee, Jr. (Chief of Police" or "Chief").

WITNESSEETH:

Section 1. Duties

The employer hereby agrees to continue employment of Chief Donald J. Lee, Jr. with the City of Key West as the Chief of Police in accordance with City Charter section 4.05. Lee shall perform the duties specified in the City Charter and the City's Code of Ordinances, and perform such other legally permissible and proper duties, as the City Manager shall from time to time assign.

Section 2. Term

- (a) The term of this agreement is five (5) years, at which time it shall expire. The terms and conditions of this agreement shall govern the parties' rights until earlier expiration, termination or until this agreement is amended, or replaced with a new written agreement, signed by both parties.
- (b) Except as specifically provided otherwise, the effective date of this agreement for all matters, including but not limited to term, retirement, benefits and salary shall be October 1, 2014.
- (c) The City Manager shall have the right to terminate the services of the Chief of Police at any time for cause, subject to Section 3 of this agreement. Cause shall be defined as:
 - (1) A material breach of this agreement, which remains uncorrected ninety (90) days after written notice thereof, is provided to the Chief of Police by the City Manager.
 - (2) The Chief's conviction of a felony or misdemeanor involving moral turpitude, or breach of the Chief's Oath of Office.
 - (3) The Chief commits misconduct, as defined in s. 443.036(29).

- (d) The Chief of Police shall have the right to resign at any time from his position subject to the provisions set forth in Section 3 of this agreement.

Section 3. Termination, Severance Pay and Pension Benefits

- (a) In the event the Chief of Police is "involuntarily terminated" by the City Manager, as defined herein, during such time as the Chief is willing and able to perform his duties under this agreement, the City agrees to within fifteen (15) days from the date of termination of this agreement, pay the Chief a lump sum cash payment equal to the total "Prospective Benefits" that would have been earned by Chief as if still employed under this agreement for the twenty (20) weeks following the effective date of cancellation. For the purposes of this Section 3, "Prospective Benefits" shall mean including but not limited to the combined base salary, transportation allowance, dues and subscription allowance unused sick leave and vacation leave hours, and any other benefits provided to Chief under this agreement.
- (b) For purposes of this Section 3, the following shall also be considered "involuntary termination."
- (1) If the Employer, at any time during the term of this agreement, including any extensions or renewals hereof, reduces the compensation or benefits payable to the Chief hereunder, except as a result of a reduction in compensation applicable to all City employees and only in an amount equal to the lowest percentage reduction applicable to any other City employee.
 - (2) If the Employer fails to comply with any material term or condition of this agreement upon ninety (90) days written notice thereof by the Chief to the City Manager.
 - (3) If the Chief resigns upon the written demand of the City Manager.
- (c) In the event the Chief of Police is terminated pursuant to Section 2(c), the Employer shall have no obligation to pay the severance benefits set forth in Section 3(a) hereof.
- (d) In the event the Chief of Police desires to voluntarily resign his position, he shall provide the City Manager with written notice of his intent to resign, as far in advance as possible, but not less than sixty (60) days before the effective day thereof, unless the Chief and the City Manager agree otherwise in writing. In such event the Chief shall be entitled to all accrued sick and vacation leave in accordance with Section 9, but the Chief shall not be entitled to the severance benefits provided in Section 3(a) hereof.

(e) In the event either party terminates this agreement, both parties agree to make every good faith effort in every public statement and private conversation to protect the name and reputation of the other party. Neither shall make any public or private statement that may reasonably be foreseen to injure the reputation or employment or hiring prospects of the other party. This section shall be interpreted consistent with the Florida Public Records laws as well as Florida Statute section 215.425.

Section 4. Base Salary

Employer shall pay Police Chief for his services rendered pursuant to this agreement an annual base salary of one hundred thirty-two thousand six hundred and twelve (\$132,612.00) dollars. Salary payment shall be made in installments and at the same time as other City employees. In addition to his base salary, the Chief shall receive all the benefits typically accruing to employees of the City, including but not limited to entitlement to vacation and sick leave, health, dental, vision and prescription drug coverage and as more fully set forth herein.

Section 5. Cellular Telephone Allowance

Chief will be reasonably available to the City twenty-four (24) hours a day. Chief will obtain and maintain cellular telephone service. City agrees that such telephone service is of benefit to the City, and agrees to pay Chief the sum of one hundred (\$100.00) dollars per month as partial reimbursement of the costs of obtaining and maintaining a cellular telephone.

Section 6. Hours of Work

It is recognized that the Chief of Police must devote a great deal of his time outside normal office hours to the business of the Employer, Chief of Police shall work an average of forty (40) hours per week plus such additional hours needed to perform his duties of Chief of Police, subject to all sick and annual leave. The Chief of Police may be paid compensation for additional hours worked on a pro-rata division of his then base salary or the City may agree that in recognition of additional hours worked, the Chief may from time to time absent himself during normal business hours for personal time on the understanding that the Chief remain reasonably available to the City by usual available communication; such personal time shall not be considered or debited against vacation time. The Chief of Police will be allowed to participate in the department's wellness program so long as it does not interfere with City business.

Section 7. Automobile

Employer shall furnish an automobile for the use by Chief of Police and Chief of Police may use the automobile with the geographical area of Monroe County or travel outside of Monroe County with approval from the City Manager for City business. The City will supply automobile gasoline and insurance for work purposes.

Section 8. Residence

The Chief of Police shall maintain a primary residence in the city of Key West.

Section 9. Vacation and Sick Leave

- (a) Chief shall continue to accrue vacation leave at his current rate of accrual.
- (b) Chief shall continue to accrue sick leave at his current rate of accrual.
- (c) Payment for accrued and unused amounts for vacation leave and sick leave of the Chief of Police shall be paid on the next regular payroll period following termination of his employment with the City, the value of accrued vacation days and sick leave days shall be at the current rate provided to the Chief.

Section 10. Benefits: Health, Dental, Vision and Life Insurance

Employer agrees to continue to provide to the Chief health, dental, vision and life insurance and to fully pay the premiums thereon equal to the benefits that are provided to all similarly situated City employees.

Section 11. Retirement.

City agrees to provide retirement benefits to the Chief of Police. All such retirement benefits shall equal to those provided to other members of the City's Police Officers' and Firefighters' Pension Plan pursuant to all applicable state statutes and City ordinance.

Section 12. Uniforms and Clothing Allowance

City agrees to provide department uniforms and equipment to Chief of Police and in addition will pay the Chief one hundred twenty-five (\$125.00) dollars per month as a clothing allowance.


Section 13. Protection under Section 112 of the Florida Statutes

Chief shall have all rights and privileges afforded to Public Officers and Employees set forth in Section 112 of the Florida Statutes. The City, by the City Manager, agrees to take any and all necessary steps to insure that the Chief's rights and privileges are protected under said statute.

Section 14. General Provisions

- (a) Any and all provisions of the agreement which provide for the payment of funds by the City to the Chief shall increase based upon cost of living increases on the same basis as provided to other department heads in each particular fiscal year.
- (b) This agreement shall constitute the entire agreement between the parties, and shall be binding upon and shall insure to the benefits of the parties, their heirs, successors and assigns. This agreement shall not be amended except in writing signed by the parties hereto. If any provision or any portion of this agreement shall be deemed severable, and shall remain in full force and effect. This agreement shall be governed by laws of the State of Florida. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Whenever used herein, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine or neuter as the content requires. This agreement is a joint result of the parties' negotiations and shall not be construed against any party on the basis of authorship. The prevailing party in any litigation, arbitration or mediation relating to this agreement will be entitled to recover its reasonable attorneys' fees from the other party for all matters, including but not limited to appeals. Venue for litigation involving this agreement shall be Monroe County, Florida.
- (c) Notices and other communications hereunder must be in writing and must be given (and, if so given, will be deemed to have been duly given) by hand-delivery or mailing (registered or certified U. S. first class mail, postage prepaid).


IN WITNESS WHEREOF, the parties hereto have entered into this employment agreement on the date written above.

 30 SEP 2014

Jim Scholl
City Manger



Donald J. Lee, Jr.



Cheryl Smith,
City Clerk

EMPLOYMENT AGREEMENT

DONALD J. LEE, JR.

THIS EMPLOYMENT AGREEMENT (herein "Agreement") is made and entered into this 1ST day of OCTOBER, 2008 by and between the CITY OF KEY WEST, Florida, a municipal corporation ("City" or "Employer") and Donald J. Lee, Jr. ("Chief of Police" or "Chief").

WITNESSEETH:

Section 1. Duties

The Employer hereby agrees to continue employment of Chief Donald J. Lee, Jr. with the City of Key West. He shall perform the duties specified in the City Charter and the City's Code of Ordinances, and perform such other legally permissible and proper duties, as the City Manager shall from time to time assign.

Section 2. Term

- (a) The term of this Agreement is six (6) years, at which time it shall expire. The terms and conditions of this Agreement shall govern the parties' rights until earlier of expiration, termination or until this Agreement is amended, or replaced with a new written Agreement, signed by both parties.
- (b) Except as specifically provided otherwise, the Effective date of this Agreement for all matters, including but not limited to term, retirement, benefits and salary shall be the 1ST day of OCTOBER, 2008.
- (c) The City Manager shall have the right to terminate the services of the Chief of Police at any time for cause, subject to Section 3 of this Agreement. Cause shall be defined as:
- (1) A material breach of this Agreement, which remains uncorrected ninety (90) days after written notice thereof, is provided to the Chief of Police by the City Manager.
 - (2) The Chief's conviction of a felony or a misdemeanor involving moral turpitude, or breach of the Chiefs' Oath of Office.
- (d) The Chief of Police shall have the right to resign at any time from his position subject to the provisions set forth in Section 3 of this Agreement:

Section 3. Termination, Severance Pay and Pension and Benefits

- (a) In the event the Chief of Police is "involuntarily terminated" by the City Manager, as defined herein, during such time as the Chief is willing and able to perform his duties under this Agreement, the City agrees to either:

(1) Within fifteen (15) days from the date of termination of this Agreement, to pay the Chief a lump sum cash payment equal to the total "Prospective Benefits that would have been earned by Chief as if still employed under this Agreement for the six (6) calendar months following the effective date of cancellation. For the purpose of this Section 3, "Prospective Benefits" shall mean including but not limited to the combined base salary, transportation allowance, dues and subscription allowance, unused sick leave and vacation leave hours, and any other benefits provided to Chief under this Agreement. It may be necessary for Chief to elect to receive health benefits pursuant to COBRA. If a COBRA election is necessary, the City will pay the necessary COBRA premiums less Chief's monthly premium participation for six (6) calendar months. The City shall continue to make contributions to the City's retirement system on behalf of Chief, subject to Section 14 below; or

(2) Immediately from the date of termination of this Agreement, with no break in employment or benefits provided hereunder, the Chief shall have the option to return to employment with City as a Captain or at an equivalent rank by providing written notice of said election. For the first six (6) calendar months of employment, the Chief shall be paid the same base salary as he would have received had he continued his employment with the City as the Chief, plus the City's share of his cost for maintaining any health, dental, or other insurance benefits. The Chief shall be entitled to credit for all sick and annual leave hours accumulated as of the effective date of cancellation of this Agreement for use during his continued employment. Thereafter, the base salary shall be equal or greater than that which is paid to employees in the same or similar positions. The City agrees to continue to make contributions to the City's retirement system on behalf of Chief, as provided in Section 14 below.

(b) For purposes of this Section 3, the following shall also be considered "involuntary termination."

(1) If the Employer, at any time during the term of this Agreement, including any extensions or renewals hereof, reduces the compensation or benefits payable to the Chief hereunder, except as a result of a reduction in compensation applicable to all City employees and only in an amount equal to the lowest percentage reduction applicable to any other City employee;

(2) If the Employer fails to comply with any material term or condition of this Agreement upon ninety (90) days written notice thereof by the Chief to the City Manager:

(3) If the Chief resigns upon the written demand of the City Manager.

(c) In the event the Chief of Police is terminated pursuant to Section 2(c), the Employer shall have no obligation to pay the severance benefits set forth in Section 3(a) hereof.

(d) In the event the Chief of Police desires to voluntarily resign his position, he shall provide the City Manager with written notice of his intent to resign, as far in advance as possible, but not less than sixty (60) days before the effective day thereof, unless the

Chief and the City Manager agree otherwise in writing. In such event the Chief shall be entitled to all accrued sick and vacation leave in accordance with Section 12, but the Chief shall not be entitled to the severance benefits provided in Section 3(a) hereof.

(e) In the event either party terminates this Agreement, both Parties agree to make every good faith effort in every public statement and private conversation to protect the good name and reputation of the other Party. Neither party shall make any public or private statement that may reasonably be foreseen to injure the reputation or employment or hiring prospects of the other party. This section shall be interpreted consistent with the Florida Public Records Law concerning personnel files.

Section 4. Base Salary

Employer shall pay Police Chief for his services rendered pursuant to this Agreement an annual base salary of One Hundred Twenty Five Thousand (\$125,000.00) dollars. Salary payment shall be made in installments and at the same time as other City employees. In addition to his base salary, the Chief shall receive all benefits typically accruing to employees of the City, including but not limited to entitlement to vacation and sick leave, parking privileges, health, dental, vision and prescription drug coverage and as more fully set forth herein.

Section 5. Cellular Telephone Allowance

Chief will be reasonably available to the City twenty-four (24) hours a day. Chief will obtain and maintain cellular telephone service and provide said number to the City. City agrees that such telephone service is of benefit to the City, and agrees to pay Chief the sum of one hundred (\$100.00) dollars per month as partial reimbursement of the costs of obtaining and maintaining a cellular telephone.

Section 6. Hours of Work

It is recognized that Chief of Police must devote a great deal of his time outside normal office hours to the business of the Employer. Chief of Police shall work an average of forty (40) hours per week plus such additional hours as needed to perform his duties of Chief of Police, subject to all sick and annual leave. The Chief of Police may be paid compensation for additional hours worked on a pro-rata division of his then base salary or the City may agree that in recognition of additional hours worked, the Chief may from time to time absent himself during normal business hours for personal or family time on the understanding that the Chief remain reasonably available to the City by usual available communication (i.e. cellular telephone, radio, etc...); such personal or family time shall not be considered or debited against vacation time. The Chief of Police will be allowed to participate in the department's wellness program daily so long as it does not interfere with City business.

Section 7. Automobile

Chief of Police duties requires the use of an automobile. Employer shall furnish an automobile for the use by Chief of Police and Chief of Police may use the automobile within the geographical area of the Monroe County or travel outside of Monroe County with approval from the City Manager for City business. The City will supply automobile gasoline for work purposes only and insurance for personal and work purposes.

Section 8. Professional Development

(a) Employer agrees to budget annually and to pay the travel and subsistence expenses of Chief of Police for professional and official travel, meetings and other occasions, adequate to continue the professional development of Chief of Police and adequate to pursue official and other functions for the City.

(b) Employer agrees to budget annually and to pay for the travel and subsistence expenses of Chief of Police for educational purposes, including courses and seminars that are necessary for his professional development and for the good of the City.

(c) All expenses for professional development established in this Section 8 shall be approved in advance by the City Manager. Included within this Section 8 are travel to the Florida Chiefs Conference, the International Association of Chiefs of Police Conference, and the FDLE Chief Training Conference.

Section 9. Residence

The Chief of Police shall maintain a primary residence in the city of Key West.

Section 10. Dues, Subscription and Memberships

Employer agrees to reimburse the Chief of Police up to one thousand (\$1,000.00) dollars annually for professional dues and subscriptions the Chief of Police finds necessary for his participation in national, regional, state and local police administration associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the City.

Section 11. Community Activities

Chief of Police is encouraged to engage in community activities on his time off so long as such activity is not in conflict with the interests of the City. The City agrees to reimburse the Chief of Police for association memberships when deemed necessary to fulfill his or her duties as approved by the City Manager.

Section 12. Vacation and Sick Leave

(a) Chief of Police shall have credited to his account for vacation leave upon execution of this Agreement a total of twenty five (25) days of accrued vacation leave. Chief shall accrue and have credited to his account for vacation leave at the rate provided to all other senior management employees.

(b) Chief presently has a total of one hundred fifty (150) days of accrued sick leave. Chief of Police shall accrue and be credited to his account for sick leave at the rate provided to all other senior management employees. Total accrued sick leave shall be the same amount provided to other senior management employees.

(c) Payment for accrued and unused amounts for vacation leave and sick leave of the Chief of Police shall be paid on the next regular payroll period following termination of his employment with City, the value of accrued vacation days and sick leave days shall be at the rate provided to all other senior management employees.

Section 13. Benefits: Dental, Health and Life Insurance

Employer agrees to continue to provide to the Chief dental, hospitalization, surgical, and comprehensive medical insurance along with life insurance for Chief of Police and to pay the premiums thereon equal to the benefits that are provided to all City employees. There shall be no gap in the payment of premiums or coverage provided to the Chief under any medical or insurance policy which was provided to the Chief by the City prior to the execution of this Agreement.

Section 14. Retirement

(a) City agrees to provide retirement benefits to Chief of Police. All such retirement benefits shall be equal to those provided to other members of the City's Police Officers' and Firefighters' Retirement Plan pursuant to all applicable state statutes and City ordinance. Chief of Police shall be entitled to assign all beneficiaries.

(b) In the event that the Chief ceases employment with the City for any reason, the City will take the necessary steps to insure that the Chief is fully vested in his employee pension plan such that the Chief shall have an absolute right to receive one hundred percent of his pension plan as if he completed 20 years of employment with the City, provided however, the Chief shall not be entitled to collect payment of his pension plan until such date that he would have completed 20 years of employment with the City, said date being August 1, 2014. The Chief's right in his pension plan shall be an absolute right regardless of whether he should resign or his employment with the City is terminated for any reason, with or without cause. The Chief agrees that should he resign his employment with the City during the term of this Agreement he shall reimburse the City in an amount equal to the contribution the City shall pay into the pension plan from the effective date of resignation to August 1, 2014.

Section 15. Uniforms and Clothing Allowance

City agrees to provide department uniforms to Chief of Police and, in addition, will pay the Chief one hundred twenty five (\$125.00) dollars per month as a clothing allowance.

Section 16. Protection under Section 112 of the Florida Statutes

Chief shall have all the rights and privileges afforded to Public Officers and Employees set forth in Section 112 of the Florida Statutes. The City, by the City Manager, agrees to take any and all necessary steps to insure that the Chief's rights and privileges are protected under said statute.

Section 17. General Provisions

(a) Any and all provisions of the Agreement which provide for the payment of funds by the City to the Chief shall increase based upon a cost of living increase on the same basis as provided to other department heads and managers in each particular fiscal year.

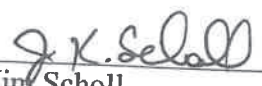
(b) This Agreement shall constitute the entire Agreement between the parties, and shall be binding upon and shall insure to the benefit of the parties, their heirs, successors and assigns. This Agreement shall not be amended except in writing signed by the parties hereto. If any provision or any portion of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, and shall remain in full force and effect. This Agreement shall be governed by laws of the State of Florida. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Whenever used herein, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine or neuter as the content requires. This Agreement is a joint result of the parties' negotiations and shall not be construed against any party on the basis of authorship. The prevailing party in any litigation, arbitration or mediation relating to this Agreement will be entitled to recover its reasonable attorneys' fees from the other party for all matters, including but not limited to appeals. Venue for litigation involving this Agreement shall be Monroe County, Florida.

(c) Notices and other communications hereunder must be in writing and must be given (and, if so given, will be deemed to have been duly given) by hand-delivery or mailing (registered or certified U.S. first-class mail, postage prepaid), to the parties at the following respective addresses:

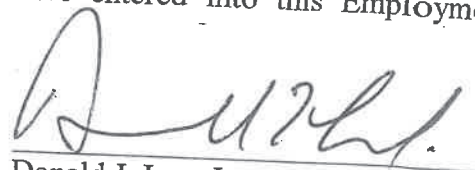
City: City of Key West
ATT: CITY MANAGER
P.O. Box 1409
Key West, Florida 33040-1409

Chief: Donald J. Lee, Jr.
1118 20th Street
Key West, Florida 33040

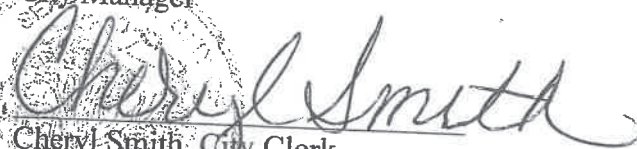
IN WITNESS WHEREOF, the parties hereto have entered into this Employment Agreement on the date first written above.



Jim Scholl
City Manager



Donald J. Lee, Jr.



Cheryl Smith, City Clerk

