

EMPLOYMENT AGREEMENT

THIS **Employment Agreement** ("**Agreement**") is made and entered into this 16th day of May, 2014, ("**Effective Date**"), by and between the **CITY OF CHATTANOOGA, TENNESSEE**, a municipal corporation duly organized under the laws of the State of Tennessee, hereinafter referred to as "**City**" or "**Employer**," and **FRED FLETCHER**, hereinafter referred to as "**Employee**."

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as the Police Chief of the City pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, Employer desires to provide compensation and benefits and establish conditions of employment for the Employee as provided in this Agreement; and

WHEREAS, Employee desires to accept employment as Police Chief of the City

NOW, THEREFORE, the City does hereby employ the services of FRED FLETCHER as its Police Chief under, and in accordance with, the following terms and conditions:

SECTION 1. DUTIES

A. As Police Chief, the Employee shall be the Chief Administrative Officer of the Police Department. The Employee shall be responsible to the Mayor for the administration of the Police Department. The Employee shall be charged with the effective and impartial enforcement of all city ordinances and state laws for the protection of all persons who live in or who visit the city. The Employee shall be responsible for reporting the operational performance of the Police Department. The Employee shall assist the Mayor in the preparation of a budget. The duties of the Employee shall include without limitation the following:

- Supervising the daily operations of the Police Department.
- Preparing the Police Department budget and submitting funding proposals to City officials.
- Supervising all department personnel.
- Being responsible for all departmental expenditures, disbursements, and collected funds in accordance with federal, state and local laws and administrative procedures promulgated thereunder.
- Managing all equipment, including motor vehicles, assigned to the Police Department.
- Establishing uniform specifications for officers of the Police Department. Such uniform specifications shall set out the items comprising the uniform, as well as grade, quality, and/or number or units of each item so specified.

- Establishing weapons and ammunition specifications for the Police Department. The officers shall carry only those weapons and ammunition authorized by the Employee.
- Being responsible for all training programs for Department personnel, and any other educational programs developed by the Police Department.
- Being in charge of all auxiliary police officers in the City.
- Being responsible for planning, organizing, directing, staffing, and coordinating police operations.
- Formulating department rules, regulations and procedures for the Police Department subject to those statutory provisions requiring approval of the governing body.
- Attending hearings before any board of the City at which the Police Department is required to appear for relevant testimony.
- Being responsible for communications with the public through the media on matters relating to crime, police operations, and criminal justice.

The Employee shall devote his entire time to the discharge of his official duties and shall not engage in outside employment; the term “outside employment” shall not be construed to include teaching, writing, or consulting performed on the Employee’s time off.

- B. The Employee shall perform other legally permissible and proper duties and functions as the Mayor shall, from time to time, assign.
- C. The Employee shall formulate departmental rules, regulations and procedures in cooperation with the Mayor, to whom the Employee reports and to whom the Employee is responsible for the proper operation of the Police Department. This duty may be subject to Section 16.43 of the Chattanooga City Code.

SECTION 2. TERM

This Agreement shall be for a term of one (1) year, commencing on June 25, 2014, and terminating on June 24, 2015, but shall be subject to renewal upon mutual agreement of the Employee and the Mayor for three (3) additional one (1) year terms subject to the provisions of Section 12. Either party electing not to renew the Agreement shall give the other party ninety (90) days' written notice.

SECTION 3. SALARY

- A. Employer shall pay Employee for his services an annual base salary of \$142,500.00 (“Salary”), payable in installments made at the same time as other Administrators and Directors are paid.
- B. Employer agrees to increase Employee’s Salary in the same increments as any other general wage increases provided to Police Department employees.

SECTION 4. HOURS OF WORK

- A. Employee agrees to devote that amount of time and energy which is reasonably necessary for Employee to faithfully perform the duties of Police Chief under this Agreement.
- B. Employer recognizes that the nature of the Employee's duties require him to attend to the business of the City outside normal office hours and, to that end, the Employee shall be allowed to take compensatory time off as he shall deem appropriate during normal office hours, provided, however, that such compensatory time off does not interfere with the normal conduct and/or duties of Police Chief. Such compensatory time shall neither be eligible for financial reimbursement nor shall it constitute a financial liability for the City upon the Employee's separation from service.
- C. Employee acknowledges treatment as an exempt employee under the provisions of the Fair Labor Standards Act.

SECTION 5. AUTOMOBILE; CELLULAR TELEPHONE

- A. Employee's duties require that the Employee shall have the exclusive use at all times during employment with the Employer of an automobile to be provided to the Employee by the Employer.
- B. Employee shall keep in full force and effect during the term of his employment by Employer, and shall provide Employer with a copy of an automobile insurance policy providing full coverage to Employee for those times at which Employee is operating a City automobile but is not on duty. The limits of liability of said policy shall be not less than those set forth in the Tennessee Governmental Tort Liability Act, as may be amended from time to time. The insurance policy shall name Employer as an additional insured and shall provide that said policy may not be cancelled without first having given written notice to Employer not less than thirty (30) days in advance of cancellation.
- C. The Employee will be provided with a cellular telephone for professional and personal use.

SECTION 6. DISABILITY, HEALTH AND LIFE INSURANCE

Employer agrees to provide insurance which will include:

Health – The Employer shall contribute health insurance premium for Employee on the same basis the Employer contributes for other Police Department employees.

Life – Employer shall provide up to \$50,000 individual term life insurance during the term of Employee's employment.

Disability – Employer shall provide Employee with a long term disability insurance policy of 60% of Employee’s salary in a manner consistent with other Police Department employees.

SECTION 7. RETIREMENT

The Employer agrees to establish a separate 401K retirement plan for the Employee with the Employer making annual contributions equal to 12.5% of Employee’s annual salary or the maximum amount allowed by law in 2014, whichever is less.

SECTION 8. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay an appropriate amount for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued reasonable professional growth and advancement, and for the good of the Employer, including, without limitation the International Association of Chiefs of Police and the Police Executive Research Forum. The Mayor shall determine the amount to be appropriated in accordance with the budgetary processes of the Employer.

SECTION 9. PROFESSIONAL DEVELOPMENT

Employer hereby agrees to budget an appropriate amount for travel and subsistence expenses of Employee for professional and official travel, meetings, conferences and other business occasions. The amount shall be adequate to permit Employee to continue the professional development of Employee and to adequately pursue necessary official and other functions of Employer, including but not limited to, the Annual Conferences of the International Association of Chiefs of Police, the Police Executive Research Forum, Tennessee Chiefs and such other national, regional, state and local governmental groups and committees of which Employee serves as a member. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the Employer. Employer agrees to allow Employee time for service on specific boards, commissions, and leadership groups. Employer agrees to reimburse Employee for expenses incurred to entertain persons who may benefit the overall good of the Department. Employee agrees to dedicate an appropriate amount of his time to the pursuits outlined in Sections 8 and 9 herein so that his primary responsibilities and duties as Police Chief are in no way diminished.

The City will recognize the Employee as a sworn member of the City of Chattanooga Police Department provided that he continues to satisfy requirements of the Tennessee Public Training Committee (“TPTC”) while employed with the City. Accordingly, it will undertake to petition the TPTC for the Employee to be granted a permanent exemption from recruit training and command level course instruction based upon Employee’s past training. Said petition shall be undertaken as expeditiously as possible so that the Employee may begin to come in compliance with the requirements. The Employee shall be required to attend and satisfactorily complete Post Transition School. The City shall pay for any training required by the TPTC.

SECTION 10. QUALIFICATIONS

Employee represents to Employer that he has met the qualifications for employment as a police officer set forth in T.C.A. § 38-8-106 and will attend all necessary in-service training of TPTC while employed.

SECTION 11. CIVIC CLUB MEMBERSHIP

Employee recognizes the desirability of representation in and before local civic and other organizations, and upon approval of the Mayor, the Employee is authorized to become a member of such civic clubs or organizations for which Employer shall pay all reasonable expenses. Employee shall report to the Employer on each membership that he has taken out at the Employer's expense.

SECTION 12. DEATH DURING TERM OF EMPLOYMENT

If Employee dies during the term of his employment, Employer shall pay to Employee's spouse all of the compensation which would otherwise be payable to the Employee up to the date of the Employee's death and the contract shall terminate as of that date. In the event that Employee's spouse does not survive him, all benefits will be payable to such person or persons as specified in Employee's Last Will and Testament as duly admitted to probate. All benefits will be payable to spouse or legatee by Will.

SECTION 13. REMOVAL AND SEVERANCE PAY

- A. The Mayor shall have the right in his absolute discretion to give Employee notice at least ninety (90) days prior to the end of the initial one (1) year term or any renewal thereof of the Employer's decision not to renew this Agreement for an additional one (1) year term.
- B. This Agreement may be terminated by the Mayor at any time upon thirty (30) days' prior written notice. In the event this Agreement is so terminated by the Mayor for any reason other than willful misconduct, gross negligence, dishonest or fraudulent conduct or Employee's conviction of, or pleading guilty or nolo contendere to, any felony or crime involving moral turpitude, the Employee shall be entitled to receive ninety (90) days' severance pay.
- C. This Agreement may be terminated by the Employee at any time upon thirty (30) days' prior written notice.

SECTION 14. INDEMNIFICATION

- A. To the extent permitted by law, Employer shall defend, save harmless and indemnify Employee to the limits of the Tennessee Governmental Tort Liability Act against any tort, professional liability claim 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 Police Chief of the City of Chattanooga, such duties to include all obligations and commitments as articulated in this Agreement. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon; provided, however, that nothing herein shall obligate the Employer to pay the costs of defending any criminal action brought by and State or Federal authority.

- B. Nothing herein shall be construed to impose upon Employer any duty to defend, save harmless or indemnify Employee for any intentional tort committed by Employee nor to defend, save harmless or indemnify Employee for any punitive damages awarded against Employee.

SECTION 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Mayor, in consultation with the Employee, may modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law. Further, all provisions of the City Charter and the City Code and regulations and rules of the Employer relating to personal leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other Charter officials of Employer, in addition to the benefits enumerated specifically for the benefit of the Employee, except as herein provided.

SECTION 16. FIRST TERM STIPEND

Only during the first term of this Agreement, Employer shall reimburse Employee for transitional expenses related to housing and travel for an amount not to exceed \$5,000.

SECTION 17. NO REDUCTION OF BENEFITS

Notwithstanding Section 16 of this Agreement, Employer shall not at any time during this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for sworn Police Department employees of the Employer.

SECTION 18. NOTICES

Notices pursuant to this Agreement shall be given by United States Mail, postage pre-paid, addressed as follows:

- (1) Employer: City of Chattanooga
Office of the Mayor / Mayor Andy Berke
101 E. 11th Street
Chattanooga, TN 37402
E-mail: berke_a@chattanooga.gov

With a copy to: City of Chattanooga
Office of the City Attorney / Wade A. Hinton
100 E. 11th Street
Chattanooga, TN 37402
E-mail: hinton_wade@chattanooga.gov

(2) Employee: Fred Fletcher
6045 Abilene Trail
Austin, TX 37749
E-mail: fred_in_austin@yahoo.com

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the United States Mail service.

SECTION 19. ENTIRE AGREEMENT

The Agreement shall constitute the entire agreement of the parties. No oral agreement or arrangement, not put in writing, shall have any force and effect, provided, however, that the ordinary amendment to an Ordinance or to the City Charter or amendment thereto shall automatically be incorporated, except as otherwise expressed herein, into the terms and provisions of this Agreement and shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Employee.

SECTION 20. EFFECTIVE DATE

This Agreement shall be and become in full force and effect as of the date above first written upon adoption and approval by the Chattanooga City Council, and the execution and delivery hereof by the authorized officer of the Employer and the Employee.

SECTION 21. SEVERABILITY

If any provision, or any portion thereof, contained in this Agreement, or portions thereof; shall be deemed severable, the remaining provisions shall not be affected and shall remain in full force and effect.

SECTION 22. CITY COUNCIL APPROVAL

Notwithstanding any other terms of this Agreement to the contrary, this Agreement is subject to the approval of the Chattanooga City Council during its regularly scheduled meeting on May 13, 2014. Should this Agreement not be approved at that time, then this Agreement shall immediately become null and void and of no further force and effect.

SECTION 23. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Tennessee.

SECTION 24. ATTORNEY'S FEES AND COSTS


If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expert fees in addition to any relief to which such party may be entitled.

SECTION 25. MULTIPLE COUNTERPARTS

Although this Agreement may be executed in multiple counterparts, each fully executed copy hereof shall, for all purposes, be deemed to be the original, but all of such executed counterparts shall be deemed to be but one Agreement.

THE CITY has caused this Agreement to be signed and executed on its behalf by its Mayor, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF CHATTANOOGA, TENNESSEE

By: 
ANDY BERKE, Mayor

EMPLOYEE

By:  5/17/14
FRED FLETCHER

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