

RESOLUTION NO. 2024- _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TAMPA AND LEE BERCAW; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Police Chief Lee Bercaw will retire from the City on September 22, 2024; and

WHEREAS, the City wishes to continue to utilize the valuable services of Lee Bercaw in the capacity of Chief of the Tampa Police Department, and he is willing to continue to perform these valuable services for the City; and

WHEREAS, it has been determined that the most effective way to retain the services of Lee Bercaw as Chief of Police and to establish certain conditions of his employment after his retirement is to enter into the Employment Agreement (“Agreement”) attached hereto.

**NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA**

Section 1. That the Agreement between the City of Tampa and Lee Bercaw (“Employee”), a copy of which is attached hereto and by reference made a part hereof, is hereby approved in its entirety.

Section 2. That the Mayor of the City of Tampa is hereby authorized and empowered to execute, and the City Clerk/Deputy City Clerk is hereby authorized to attest and affix the Official Seal of the City of Tampa to said Agreement, for and on behalf of the City.

Section 3. That the funding for this Agreement is to be paid from Personnel Services and the Employee shall receive an annual salary of \$241,000.00, plus benefits, plus increase(s) by the same percentage applicable to other city management employees for annual performance reviews and any for cost of living, including any increase effective October 1, 2024, contingent upon available funding.

Section 4. That all officers of the City of Tampa are authorized to do all things necessary and proper to carry out the terms and conditions of this Resolution.

Section 5. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA on

_____.

ATTEST:

CITY CLERK / DEPUTY CITY CLERK

CHAIRMAN / CHAIRMAN PRO-TEM
CITY COUNCIL

APPROVED AS TO FORM:
e/s Megan Newcomb
Megan Newcomb,
Chief Assistant City Attorney

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Employment Agreement

This Agreement is entered into on this _____ day of _____, 2024, by and between the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter the “City”) and Lee Bercaw, (hereinafter the Employee”) collectively “the Parties”.

WITNESSETH:

WHEREAS, Police Chief Lee Bercaw will retire from the City on September 22, 2024; and

WHEREAS, the City wishes to continue to utilize the valuable services of the Employee in the capacity of Chief of the Tampa Police Department and the Employee is willing to continue to perform these valuable services for the City; and

WHEREAS, it has been determined that the most effective way to continue to use the services of the Employee after his retirement, to provide certain benefits, and to establish certain conditions of employment is to enter into this Agreement; and

WHEREAS; it has also been determined by the City that it is in the best interest of the City that the Employee be able to exercise the duties and responsibilities of a reserve police officer.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Description of Services. The Employee shall continue to perform those duties associated with those of the Chief of Police of the City of Tampa, Florida.

2. Performance of Services. The manner in which the services are to be performed and the hours to be worked by the Employee shall be the duties associated with those of the Chief of Police of the City of Tampa, Florida.

3. Expense Reimbursement. Employee shall be reimbursed for expenses, if any, in the same manner as is customary for such expenses to be reimbursed to an employee of the City of Tampa Police Department holding the rank of Chief of Police.

4. Salary and Benefits. Employee will receive an annual salary of \$241,000.00, and receive all of the same benefits as City of Tampa police deputy and assistant chiefs of police with the exception of a pension and a leave buyout. These benefits include but are not limited to specific benefits outlined for police administrators such as event flex days, training, travel, and career development opportunities. The Employee understands and consents to the fact that the City will not contribute to a pension fund on his behalf. Furthermore, the Employee will continue without interruption to be provided health insurance (individual or family) under the same programs and conditions available to other city employees. Employee’s annual salary shall be increased by the same percentage applicable to other city management employees for his annual performance review and any annual cost of living increase, including any increase effective October 1, 2024.

5. Annual Leave and Sick Leave. As of September 23, 2024, Employee shall be credited with 240 hours of annual leave and 240 hours of sick leave. Thereafter, Employee shall

accrue additional annual and sick leave at the rate of 3.8 hours each per (two week) pay period. Any annual or sick leave not used by Employee prior to the termination of this agreement shall be forfeited.

6. Support Services by City. City shall continue to provide the same services and equipment to the Employee that it has provided to him in his capacity of Chief of Police of the City of Tampa.

7. Termination. Either Party may terminate this agreement at any time, with or without cause on a minimum of 30 days notice in writing.

8. Ethics/Conflicts/Duty to Disclose. The Employee remains subject to all city personnel rules applicable to other city employees, including all rules relating to ethics. The Employee must disclose any outside activities or interests that conflict or may conflict with the best interests of the City. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to the activities of the City.

9. Assignment. The Employee's obligations under this agreement may not be assigned or transferred to any other person, firm, or corporation.

10. Return of Records. Upon termination of this agreement, the Employee shall deliver all records, notes, memos, email, equipment, and any other related materials to City.

11. Notices. Any notice required by this agreement, or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx.

If to the Employee: Lee Bercaw, Chief of Police

If to the City: Police Legal Advisor
411 N. Franklin St.
Tampa, FL 33602

12. No Waiver. The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

13. Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this agreement. There are no written or oral understandings directly or indirectly related to this agreement that are not set forth herein. No change can be made to this agreement other than in writing and signed by both parties.

14. Governing Law. This agreement shall be construed and enforced according to the laws of the State of Florida, and jurisdiction shall be in Hillsborough County, Florida, and any dispute under this agreement must be brought in this venue and no other.

15. Headings in this Agreement. The headings in this agreement are for convenience only, confirm no rights or obligations to either party, and do not alter any terms of this Agreement.

16. Severability. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining provisions, will remain in full force and effect as if such invalid or unenforceable provision had never been included, unless the invalid or unenforceable provision renders the remainder of the agreement impossible to perform.

17. Duration. This agreement shall begin on September 23, 2024, and continue through September 25, 2027. Thereafter, unless otherwise terminated pursuant to paragraph 7 hereof, this agreement shall automatically renew for successive terms of one year for a maximum of four (4) additional years.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

ATTEST:

JANE CASTOR, MAYOR


CITY CLERK/DEPUTY CITY CLERK

EMPLOYEE



Lee Bercaw

APPROVED AS TO FORM:



Megan Newcomb
Chief Assistant City Attorney