

EMPLOYMENT AGREEMENT

CITY OF FORT PIERCE
CHIEF OF POLICE
DAVID M. SMITH

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2026 with an effective date of February 1, 2026 (“Effective Date”), by and between the City of Fort Pierce, Florida, a municipal corporation (“City”) and David M. Smith (“Chief of Police”).

WITNESSETH

WHEREAS, the City finds there is a critical need to fill the vacancy of its Chief of Police for the City of Fort Pierce Police Department; and

WHEREAS, following an extensive nation-wide search and vetting process, the City Manager selected Chief of Police for appointment as the Chief of Police for the City of Fort Pierce Police Department; and

WHEREAS, the City Commission for the City of Fort Pierce, by unanimous vote, approved the appointment of Chief of Police as the Chief of Police for the City of Fort Pierce Police Department; and

WHEREAS, the City finds the expedient employment of Chief of Police as the Chief of Police for the City of Fort Pierce Police Department is of critical need and importance to preserving and protecting the life, health, safety, and general welfare of its citizens; and

WHEREAS, pursuant to Article V, Section 48 of the City of Fort Pierce Charter (“City Charter”), the City desires to secure the services of Chief of Police as the Chief

of Police for the City of Fort Pierce Police Department; and

WHEREAS, Chief of Police desires to accept such position; and

WHEREAS, the City and Chief of Police intend this Agreement to provide certain benefits and establish certain conditions of employment to which Chief of Police has agreed.

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

SECTION 1. EMPLOYMENT.

Chief of Police will render full-time professional services to the City in the capacity of the Chief of Police for the City of Fort Pierce Police Department for the term of three (3) years commencing on the Effective Date. This Agreement shall automatically renew and continue thereafter on a year-to-year basis unless written notice of termination or notice of non-renewal of this Agreement is given by either party to the other party ninety (90) days prior to the expiration of the existing term.

Notwithstanding the stated term of this Agreement or any automatic renewal, nothing herein shall be construed to create a property interest, expectancy of continued employment, or limitation on the City's authority to terminate employment on an at-will basis as provided by the City Charter and applicable Florida and Federal law. Non-renewal of this Agreement shall not constitute termination for cause and shall not require any finding, statement, or justification.

Chief of Police agrees he shall devote all of his time, attention, knowledge, and skill, solely and exclusively, to the business and interests of the City of Fort

Pierce Police Department and the public which it serves. Chief of Police agrees he will at all times faithfully, industriously, and diligently perform, to the best of his abilities, all duties that may be required of him by virtue of his position as Chief of Police, including the performance of all duties set forth in the City Charter, Code of Ordinances, Resolutions, other City policies or rules, and State and Federal law, and to perform other legally permissible and proper duties and functions asked or required of him to the reasonable satisfaction of the City Manager, subject at all times to the authority and limitations established by the City Charter.

In performing such duties, Chief of Police further agrees to be subject to and follow the Florida Department of Law Enforcement (FDLE) Code of Ethics. Chief of Police agrees to otherwise devote full time and attention to his work as Chief of Police. Nothing herein shall prohibit Chief of Police from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from his performance of the terms of this Agreement or performance of his duties as the Chief of Police for the City of Fort Pierce Police Department. In the event Chief of Police makes formal application for full-time employment elsewhere while serving as Chief of Police, he shall be required to provide written notice to the City Manager simultaneously with such application or submittal.

Chief of Police agrees he will have an effective and valid Temporary Employment Authorization from FDLE in place on or before the Effective Date. Chief of Police agrees he will obtain his Florida Law Enforcement Certification within one (1) year of the Effective Date. Chief of Police agrees he will at all times

comply with Chapter 943, Florida Statutes. Chief of Police shall bear the sole responsibility for ensuring his employment as the Chief of Police as of the Effective Date is in compliance with all FDLE requirements. Chief of Police shall notify the City Manager, in writing, immediately of any hindrances in his ability to serve as the Chief of Police at any time during his employment.

SECTION 2. COMPENSATION.

In consideration for the services rendered as Chief of Police, City agrees to pay Chief of Police an annual salary of **One hundred ninety thousand (\$190,000.00)** per annum, payable in bi-weekly installments. Any cost of living adjustment or salary increases shall be discretionary and provided to Chief of Police in the same manner, if any, as non-bargaining employees of the City. Additional salary adjustments for subsequent years of this Agreement may be negotiated between the parties on an annual basis.

The City agrees that it will not, at any time during the term of this Agreement, reduce Chief of Police's base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the City. This shall not be interpreted to affect disciplinary action against the Chief of Police. Chief of Police may be subject to placement on administrative leave, including up to without pay, by the City Manager, as detailed herein.

SECTION 3. PERFORMANCE EVALUATIONS.

The City Manager shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate Chief of Police's performance as the Chief of Police for the City of Fort Pierce

Police Department. These performance evaluations shall consider continuing management objectives and responsibilities as well as achievement of key specific objectives, as mutually agreed upon by the City Manager and Chief of Police.

Should it be determined that Chief of Police was successful in his overall performance, and if the City Manager determines that the fiscal condition of the City is sufficient, the City Manager will consider Chief of Police's compensation and benefits and endeavor to maintain them at a level commensurate with his peers in the Police Chief profession in similarly situated Florida cities and the rate of general inflation in the economy.

SECTION 4. ADDITIONAL BENEFITS.

In addition to the annual compensation specified above, the City agrees to provide Chief of Police with the following benefits:

- (a) Chief of Police shall be entitled to accrue vacation leave at the highest accrual tier (currently 17 days per year). Chief of Police shall be entitled to receive the same sick leave and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations ("Personnel Rules and Regulations"), or as otherwise authorized by the City Manager, including provisions governing accrual and payment thereof on termination of employment.
- (b) Chief of Police shall be entitled to have eighty (80) hours of vacation leave and forty (40) hours of sick leave added to his leave banks at the time of the Effective Date.

- (c) A take home police vehicle to use performing his official duties as Chief of Police. The City shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, repair, and regular replacement of said vehicle.
- (d) A City owned cell phone, which shall be used for City business and purposes.
- (e) Membership dues to professional associations, continuing education, subscriptions, and certification fees for Chief of Police, in accordance with the usual and customary practice of local governments in Florida, subject to the approval of the City Manager.
- (f) Life Insurance, comprehensive health, and major medical insurance equal to that which is provided to other City employees pursuant to the Personnel Rules and Regulations.
- (g) Retirement benefits as provided to all City employees under the City's defined benefit retirement plan, unless pursuant to Section 2-263 of the Code of Ordinances, Chief of Police elects to be excluded from membership in the plan and files such election with the retirement board within thirty (30) days of the Effective Date, then the City will pay on Chief of Police's behalf, in equal proportionate amounts each pay period, into a retirement plan designated by Chief of Police, an amount equal to 5% of Chief of Police's annual base salary.

SECTION 5. TERMINATION.

(a) **Generally.** At all times during the term of this Agreement, Chief of Police shall be deemed an employee-at-will and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

1. By the City Manager with the consent of a majority of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Manager.
2. By a majority vote of the entire City Commission, at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.
3. If the City, its citizens, or legislature amends any provision of the City Charter or Code of Ordinances, substantially changing the form of government directly pertaining to the role, powers, duties, authority, or responsibilities of Chief of Police as the Chief of Police, Chief of Police shall have the right to declare that such amendments constitute termination.
4. If Chief of Police resigns following a formal offer to accept resignation made by the City Manager.

(b) **Termination without Cause.** At all times during the term of this Agreement, Chief of Police shall be deemed an employee-at-will and may be terminated at any time, for any reason, without "Cause". Termination without "Cause" may include, but is not limited to:

1. The loss of confidence in Chief of Police's ability to perform his

duties.

2. Where termination is in the best interests of the City.
3. For the convenience of the City.
4. For any other reason the City Manager and/or City Commission deems appropriate.

(c) **Termination with Cause.** At all times during this Agreement, Chief of Police shall be deemed an employee-at-will and may be terminated at any time for or with "Cause". For purposes of this Agreement, for and with "Cause" shall be understood the same, may be used interchangeably, and shall be defined as any of the following actions by the Chief of Police, when determined to have occurred in the sole discretion of the City Commission:

1. Willful violation of the provisions of law.
2. Conviction for any felony.
3. Conviction for any misdemeanor involving moral turpitude or dishonesty.
4. Commission of any act of fraud involving or affecting the City, the citizens of Fort Pierce, or the general public.
5. Willful failure to perform the duties of the Chief of Police.
6. Material breach by Chief of Police of any duties or obligations under this Agreement and failure to cure such failure or breach within the time given by the City Manager, the amount of which shall be in the sole discretion of the City Manager, after receipt of

written notice.

7. Malfeasance, misfeasance, or nonfeasance in the performance of official duties.
8. Incompetence.
9. Insubordination.
10. Violation of the City's Drug-Free Work Place Policy, including illegal use of drugs, hallucinogens, or other substances regulated by State or Federal law.
11. Misconduct, as defined by Section 443.036(29), Florida Statutes, as may be amended from time to time.
12. Violation of Florida's Code of Ethics or any Florida State Statute regarding ethics.
13. Violation of the FDLE Code of Ethics.
14. Violation of the City's Personnel Rules and Regulations.
15. Revocation, cancelation, termination, suspension, expiration, lapse, or other defect in Chief of Police's Florida Law Enforcement Certification or legal ability to serve as the Chief of Police for the City of Fort Pierce Police Department.

SECTION 6. VOLUNTARY RESIGNATION.

In the event Chief of Police voluntarily resigns his position with the City, Chief of Police shall provide a minimum of ninety (90) days' written notice to the City Manager, unless the City Manager and Chief of Police mutually agree otherwise.

SECTION 7. SEVERANCE.

- (a) Severance shall be paid to Chief of Police when employment is terminated without "Cause", as defined in Subsection 5(b) above.
- (b) Severance shall not be paid to Chief of Police when employment is terminated with "Cause", as defined in Subsection 5(c) above.
- (c) Severance shall not be paid when the Chief of Police voluntarily resigns.
- (d) When severance is to be paid pursuant to this Agreement, it shall be paid as follows:
1. City shall continue to pay Chief of Police his then annual salary for 18 weeks.
 2. City shall maintain Chief of Police's life insurance and major medical insurance coverage paid up and in effect during the time severance is being paid, in the manner provided for in the Personnel Rules and Regulations, at the levels and payment responsibility in effect at the time of the termination.
- (e) During any time severance is being paid, Chief of Police shall not be required to perform any duties for the City nor come to Police Headquarters.
- (f) Notwithstanding anything herein to the contrary, pursuant to Section 215.425(4)(a), Florida Statutes, as it may be amended from time to time, Chief of Police shall not be paid severance:

1. In an amount that exceeds twenty (20) weeks of compensation.
2. If Chief of Police is terminated due to misconduct, as defined in Section 443.036(29), Florida Statutes, as it may be amended from time to time.

(g) Chief of Police shall be compensated for any accrued sick leave and vacation time payable upon termination of employment in the amounts and under the conditions set forth in the Personnel Rules and Regulations. The compensation for accrued sick leave and vacation time is not intended to be severance, as it is available to all employees as permitted in the Personnel Rules and Regulations upon termination of employment.

SECTION 8. ATTENDANCE AT MEETINGS.

Chief of Police shall attend, and participate as required, all duly authorized meetings of the City Commission. Upon written notice to the City Manager of an intended absence from a City Commission meeting, Chief of Police shall designate a ranking member of the City of Fort Pierce Police Department to attend the City Commission meeting as his designee.

Chief of Police may be absent from the City during normal working hours and days to attend professional meetings and to attend to such outside professional duties in the law enforcement field as have been mutually agreed upon between the City Manager and Chief of Police. Attendance at such approved meetings and performance of approved professional duties shall be considered service time and shall not be considered vacation time. The City shall reimburse Chief of Police for all reasonable expenses incurred by him

incident to attendance at approved professional meetings, provided, however, that such reimbursement is appropriate, within the limits of the City's budget, and permitted under the City Charter, Code of Ordinances, and State and Federal law.

SECTION 9. BEST EFFORTS OF EMPLOYEE.

Chief of Police agrees that he will at all times faithfully, industriously, and to the best of his abilities, experience, and talents, perform all the duties which may be required of and from him pursuant to the express and implicit terms herein, to the reasonable satisfaction of the City. Chief of Police further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as City shall in good faith require, or as the interest, needs, or opportunity of City shall require.

SECTION 10. DISABILITY.

If Chief of Police is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of either eight (8) successive weeks beyond any accrued sick leave or for twenty (20) working days over a sixty (60) working day period, City shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 7. However, Chief of Police shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits as set forth in the Personnel Rules and Regulations.

SECTION 11. RESIDENCY.

Chief of Police shall within one (1) year of the Effective Date, and at all times thereafter, maintain permanent residency within the city limits of the City of Fort

Pierce, Florida, during his term as Chief of Police for the City of Fort Pierce Police Department.

SECTION 12. EMPLOYEE-AT-WILL.

Chief of Police is an employee-at-will and works at the pleasure of the City who may, at any time and without any showing of cause, to include during the initial three(3) year term of this Agreement, terminate his employment and this Agreement.

SECTION 13. CIVIL LIABILITY CLAIMS.

The City shall defend and save harmless Chief of Police, but only to the limits of sovereign immunity, against any tort, professional liability claim, or demand or other civil claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of Chief of Police's duties as Chief of Police for the City of Fort Pierce Police Department, provided he reports the same to the City Manager and the City Attorney, in writing, within twenty-four (24) hours and he cooperates fully and honestly in the City's defense thereof. However, this covenant shall not apply to:

- (a) Acts outside the scope of Chief of Police's employment or services.
- (b) Acts committed in bad faith, with malicious purpose, or in a manner exhibiting willful and wanton disregard for human rights, safety, property, or civil rights.
- (c) Acts committed in violation of this Agreement.
- (d) Claims for punitive damages.

The City will have the authority to compromise and settle any such civil claim or suit within the scope of Chief of Police's employment and pay the amount of

any settlement or judgment rendered thereon. To the maximum extent permitted by law, the City and Chief of Police shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law. Nothing herein is or shall be interpreted to be a waiver of sovereign immunity or to increase any limits of sovereign immunity pursuant to Section 768.28, Florida Statutes.

SECTION 14. CRIMINAL CONDUCT.

If Chief of Police is notified by any law enforcement agency or law enforcement officer he is under criminal investigation, he shall notify the City Manager and the City Attorney, in writing, within twenty-four (24) hours of such notification. If Chief of Police is arrested, issued a criminal traffic citation, or issued a Notice to Appear for any criminal offense, Chief of Police shall notify, or cause to be notified, the City Manager and the City Attorney, in writing, within twenty-four (24) hours of such event. The City shall not defend, hold harmless, represent, be responsible for any financial obligations of Chief of Police, or in any another manner be responsible for Chief of Police's criminal defense due to his criminal conduct or alleged criminal conduct, whether accused, arrested, convicted, acquitted, or otherwise. The City Manager shall have the sole discretion to place Chief of Police on administrative leave, with or without pay, upon notification Chief of Police has been arrested, issued a criminal traffic citation, or issued a Notice to Appear for any criminal offense.

SECTION 15. DISCIPLINARY ACTION.

Any and all disciplinary action against Chief of Police shall be in the sole discretion of the City Manager. Disciplinary action may include, but is not limited to,

a written reprimand, administrative leave (or suspension), with or without pay, and termination. If Chief of Police is placed on administrative leave (or suspension) with or without pay, Chief of Police shall return the take home vehicle, not have professional membership fees paid by the City, not attend any meetings, conferences, or events on behalf of the City, not receive payment or reimbursement for any travel, meetings, conferences, events, food, etc. expenses incurred, or be paid as may otherwise additionally be directed by the City Manager while on administrative leave (or suspension) with or without pay.

SECTION 16. CHOICE OF LAW, JURISDICTION, VENUE.

This Agreement shall be governed by the laws of the State of Florida. Jurisdiction over any dispute arising under this Agreement shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

SECTION 17. WAIVER OF JURY TRIAL.

BOTH CITY AND CHIEF OF POLICE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND ANY ISSUE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY NON-JURY TRIAL.

SECTION 18. INTERPRETATION.

This Agreement has been submitted to the equal review and scrutiny of both parties, and both parties agree the Agreement fairly and accurately sets forth the terms of their agreement. In any dispute between the parties, the Agreement shall be given fair and reasonable interpretation, without consideration or right being given to the fact that it was initially prepared or drafted by any particular party.

SECTION 19. SEVERABILITY.

Each provision of this Agreement is deemed to be separate and divisible. If any provision shall be held invalid, the remaining provisions shall remain in full force and effect.

SECTION 20. AMENDMENT

This Agreement may be amended or modified only by subsequent written agreement or written amendment.

SECTION 21. ENTIRE AGREEMENT.

This Agreement constitutes the complete and final agreement of the parties. No prior or contemporaneous statements of the parties shall be binding or effective, unless set forth herein.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and

seals to this instrument as of the date first written above.

CITY OF FORT PIERCE, FLORIDA:

ATTEST:

Linda W. Cox, City Clerk

Linda Hudson, Mayor

Date: _____


Richard D. Chess, City Manager

Date: _____

**APPROVED AS TO
FORM AND CORRECTNESS:**

Sara K. Hedges, City Attorney

EMPLOYEE, CHIEF OF POLICE:



David M. Smith

Date: 1/7/26