
TOWN OF HOWEY-IN-THE-HILLS

**TOWN MANAGER
EMPLOYMENT AGREEMENT**

This Employment Agreement is made and entered into by and between **the Town of Howey-in-the-Hills** (“Town”), a municipal corporation organized and operating under the Constitution and laws of the State of Florida and the Charter of the Town and acting through its Town Council, and **Sean O’Keefe**, an individual (“Town Manager”).

WITNESSETH:

WHEREAS, on August 23, 2022, the Town voters approved an amendment to the Town’s Charter to authorize and require the Town Council to select and hire a Town Manager to serve, at the Town Council’s pleasure, as the chief executive officer of the Town, effective October 1, 2022; and

WHEREAS, Sean O’Keefe has faithfully performed the duties of Town Administrator for the Town of Howey-in-the-Hills since his hire on April 19, 2021, and has demonstrated through his service as a Town employee, as well as through his professional education, experience, and job performance, the level of professional and administrative skill and competency desired by the Town in its position of Town Manager; and

WHEREAS, the Town Council intends to hire Mr. O’Keefe as its Town Manager on the terms and conditions, and with the compensation and benefits, as are set forth in this Employment Agreement; and

WHEREAS, Mr. O’Keefe has indicated willingness to accept the responsibilities and render specific performance to the Town as Town Manager; and

WHEREAS, both the Town Council and Mr. O’Keefe believe it would be mutually beneficial to have a contract of employment between the Town and the Town Manager, setting forth expectations and understandings which: (1) provide inducement for Mr. O’Keefe to accept the job of Town Manager, (2) make possible his full work productivity by assuring Mr. O’Keefe’s morale and peace of mind with respect to future security, and (3) provide a just means for terminating the Town Manager’s services at such time as the Town Council may desire to terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants and promises which the parties set forth below, the Town and the Town Manager agree as follows:

1. Employment of Town Manager. The Town hereby employs Sean O’Keefe as its Town Manager, and Sean O’Keefe hereby accepts such employment upon the terms and conditions hereinafter set forth.

2. Term. The term of this Employment Agreement shall commence on October 1, 2022. Mr. O’Keefe shall serve at the pleasure of the Town Council. This agreement shall terminate upon a vote to do so by the Town Council as set forth in the Charter or upon the resignation of Mr. O’Keefe, and as further clarified in Section 6 below.

3. Duties. The Town Manager shall perform for the Town all duties normal and customary to the position of a town manager, plus all duties imposed on him by the Town of Howey-in-the-Hills Charter, applicable laws, ordinances, and regulations, plus all such other proper and legally permissible duties as he may be directed to perform by the Town Council or by such appropriate authority as the Town of Howey-in-the-Hills Charter may provide.

The Town Manager agrees to perform the functions of his office in a competent and professional manner.

4. Compensation. Beginning October 1, 2022, the Town Manager shall receive an annual salary as already budgeted for the position within the 2022-2023 fiscal year budget, which shall be paid in equal bi-weekly installments as employee checks are issued by the Town.

Commencing October 1, 2022 and notwithstanding any provision or policy which could be construed to cap or limit the amount of annual employee compensation, but otherwise to the extent consistent with the Town’s pay policies, the Town Manager shall receive an annual increase in his compensation of a rate of 3% or the percentage of the Consumer Price Index for All Urban Consumers (CPI-U), all items, from the Bureau of Labor Statistics, whichever is greater.

5. Benefits. Except as hereinafter provided, the Town Manager shall receive, immediately upon employment as the Town Manager, the same benefits as all other Town employees, including but not limited to paid vacation leave, sick leave, workers’ compensation, retirement fund contributions, life insurance and health insurance, as well as any additional benefits that may be offered to employees at a future date, including but not limited to participating in the Florida Retirement System (FRS), for which the Town Manager would be classified as “Senior Manager.” All vacation leave and sick leave not taken, including such leave as may be accumulated and not taken as of the date of this agreement, may be accumulated by the Town Manager, and the Town agrees to pay the Town Manager for all such accumulated vacation leave and sick leave upon termination or expiration of this agreement for any reason, with accumulated sick leave payment being pro-rated at 25% of the full value.

Regardless of any changes to employee benefits generally, the Town shall continue to contribute an amount matching up to 10% of the Town Manager’s salary into the 457(b) retirement fund.

Notwithstanding any contrary provisions of the Town's vacation benefits or policies, the Town Manager shall be entitled, in each year of service, to exchange up to two weeks of accrued vacation for cash compensation at or after each anniversary of the commencement of this agreement for cash compensation in the pro rata amount of the Town Manager's then base salary.

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association (ICMA), the Florida City and County Management Association (FCCMA), as well as such other national, regional, state, and local associations and organizations that are necessary and desirable for the continued professional participation, growth and advancement of the Town Manager and for the good of the Town. Costs for conference attendance which is reasonable and necessary for professional development of the Town Manager shall, pending Council budget approval, be paid by the Town.

6. Termination of Employment. This agreement may be terminated prior to its expiration as follows:

(a) **By the Town Council.** The Town Council may declare this agreement terminated at any time, and such termination shall take effect immediately or on such later date as the Town Council may specify. Promptly upon such termination, the Town shall pay to the Town Manager a sum equal to 20 weeks salary, or as limited by Florida Statute, vacation leave and deferred compensation that is accrued but unpaid as of the date of termination, as well as payment of health insurance premiums for the four subsequent calendar months.

(b) **By the Town Manager.** The Town Manager may terminate this agreement at any time, but only after providing written notice to the Town Council of his intent to terminate, and such notice shall be delivered not less than 90 days before the date of termination.

(c) **For Cause.** In the event that the Town Manager is charged for indictment or information with a felony, or a crime involving moral turpitude, he may, at the discretion of the Town Council, be suspended from his duties without pay. Upon his conviction of any such charge, this agreement, at the option of the Town Council, may be terminated and the Town Manager discharged from his duties without further compensation. Upon the dismissal of such charges or upon the Town Manager being acquitted of same, he shall be reinstated and entitled to full back pay and other accrued benefits.

7. Outside Employment. The Town Manager recognizes and understands that the position of the Town Manager for Town of Howey-in-the-Hills shall require his full-time attention and accordingly agrees to devote all time necessary to fully discharge his duties.

However, nothing contained in this agreement will be construed so as to prevent the Town Manager from accepting honoraria or consulting fees from educational institutions, units of local government or state agencies for lectures, articles, instructional material, or consultation

in the area of local government which shall not be in conflict with the Town Manager's responsibilities to the Town.

The Town Manager nevertheless shall refrain from accepting any such engagement that would interfere in any way with the faithful performance of his services.

8. Severability. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

9. Complete Agreement in Written Document. This written agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the Town or the Town Manager other than contained herein. This agreement shall inure to the benefit of the estate of the Town Manager.

Except as otherwise provided herein, this agreement may not be modified or waived unless in writing and duly executed by both parties to this agreement, and any amendments hereto or waiver of material requirements herein shall be binding against the Town only if expressly approved by the Town Council.

IN WITNESS WHEREOF, the parties have made and executed this agreement on the respective dates under each signature. Town of Howey-in-the-Hills through its Town Council authorized the Mayor to execute this agreement on the 12th day of September 2022.

**TOWN OF HOWEY-IN-THE-HILLS
By: its Town Council**

By: _____
Hon. Martha MacFarlane, Mayor

Date: _____, 2022

ATTEST:

By: _____
John Brock, Town Clerk

TOWN MANAGER

Sean O'Keefe

Date: _____, 2022

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