

CITY OF OKEECHOBEE CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as “**Agreement**”), is by and between the **City** of Okeechobee, Florida, a subdivision of the State of Florida (hereinafter referred to as “**City**”), and Denise Whitehead, (hereinafter referred to by name or as “**City Administrator**” or “**Administrator**”).

WITNESSETH:

WHEREAS, the **City** desires to employ Denise Whitehead as the **City Administrator** of the **City**;
and

WHEREAS, the **City**, through its **City Council** (“**Council**”), desires to provide for certain benefits and compensation for the **City Administrator** and to establish terms and conditions of employment; and

WHEREAS, **Administrator** desires to accept employment as **Administrator** under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this **Agreement**, the parties agree as follows:

Section 1. Employment.

- A. The **City** hereby hires and appoints **Administrator** under the terms established herein, to perform the duties and functions specified in the **City's** Charter, the **City** Code of Ordinances, **City Administrator** Job Description, which is attached and incorporated herein as Exhibit A, and to perform such other legally permissible and proper duties and functions as the Council shall from time-to-time assign.

The **City's** employment of the **City Administrator** shall be effective July 13, 2026 and continue for the initial 90-day probationary period. at all times Administrator shall be subject to the terms and conditions of this Agreement. However, Administrator may be terminated at any time during the initial 90-day probationary period with or without cause. **Administrator** shall not be entitled to severance if termination with cause occurs during the initial 90-day probationary period. If termination without cause occurs during the initial 90-day period, **City Administrator** shall be provided a limited transition benefit of thirty (30) days of base pay.

This Agreement shall automatically renew annually for an additional one (1) year term unless either party provides written notice of non-renewal not less than one hundred twenty (120) days prior to the expiration of the then-current term. Non-renewal by the **Council** shall constitute termination without cause for purposes of severance compensation under Section 11, unless the City complies with the “For cause” requirements set forth under Section 11.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to the **Agreement**, the **City** agrees to pay the **Administrator** an annual base salary of One Hundred Twenty Five Thousand Dollars (\$ 125,000.00), payable in installments at the same time as other **City** employees are paid.

B. After the first year of the **Agreement**, should the general **City** staff receive a cost-of-living increase, the **Administrator** will receive the same increase at the same time as the **City** staff.

C. Direction and Performance:

1. **Strategic 5 Year Plan:** Within sixty (60) days of the commencement date of this **Agreement**, the **Council** and the **Administrator** shall meet individually to discuss a five (5) year **City** strategic Plan (“**Plan**”) of progress outlining the **Council**’s desired priorities and desired outcomes for the **City** over the following five (5) years. The **Plan** will include strategies the **Council** and the **Administrator** believe to be needed to accomplish the successful implementation of the **Plan**. Based on the input of the individual **Council** members and other community leaders and organizations, the **Administrator** shall prepare the **Plan** for review and comment by the **Council**. Inclusive of the **Council**’s desired changes to the draft **Plan**, the **Administrator**, shall submit the final **Plan** for final adoption by the **Council**.

2. **Plan Performance:** Not less than thirty (30) days prior to the one (1) year anniversary date of the **Administrator**, the **Administrator** and **Council** members shall meet individually, and, in consideration of resources provided and matters outside the control of the **Administrator** and **Council**, discuss the **City**’s progress in accomplishing the desired outcomes contained in the **Plan**, suggestions for improving the **Plan**, the **Administrator**’s performance in accomplishing the **Plan**, and how the **Council** can assist the **Administrator** in accomplishing the **Plan**. Following the individual meetings with the **Council** members, the **Administrator** will provide the **Council** with a draft progress report inclusive of the **Administrator**’s and **Council** members’ comments and suggestions. Following the **Council**’s review of the draft **Plan**, the **Administrator** shall present the final progress report to the **Council** for adoption along with any compensation adjustments the **Administrator** may desire to request of the **Council**.

D. Annual Performance Evaluation:

1. The **City** may also increase the base salary, or other benefits, or both, of the **Administrator** in such amounts and to such an extent as the **Council** may determine desirable based on the annual performance evaluation of the **Administrator**. The form of the evaluation shall be suggested by the **Administrator** and approved by the **Council**. Unless deemed otherwise by the **Council**, the **Administrator**’s annual performance review shall occur from July to August on an annual basis. The **Council**, in its sole discretion, upon an unsatisfactory **Administrator** evaluation, may extend to the **Administrator** a period of sixty (60) days to improve the **Administrator**’s performance prior to terminating this **Agreement** for cause. Furthermore, the **Council**’s failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of the **Agreement**.

2. The **Council** shall conduct an annual written performance evaluation, within 60 days of the anniversary date of Administrator's employment, utilizing mutually established goals and strategic priorities. Such evaluation shall consider matters outside the **Administrator's** control, available organizational and **City** staff resources, implementation progress toward **Council**-adopted objectives, and the Strategic 5-Year Plan.
 3. Failure of the **Council** to conduct a scheduled evaluation, as set forth herein, shall not constitute breach of this Agreement; however, the **Administrator** shall remain eligible for compensation review.
- E. Nothing in this Section shall require the **City** to increase the base salary or other benefits of the **Administrator**. Furthermore, the **City's** failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this **Agreement**.
- F. The **Administrator** is entitled to participate in such General Employee Pension Plan as may be in effect within the **City** or as amended. Alternatively, the **Administrator** may elect to seek to join a deferred compensation plan, such as the International City Management Association Retirement Corporation Plan, which satisfies Federal Internal Revenue Service deferred compensation plan requirements. If the **Administrator** desires to join such a deferred compensation plan or other qualifying plan, upon reasonable right of review and approval by the **City**, which shall not unreasonably be withheld, the **City** shall contribute into such plan the same amount or percentage as the **City** would contribute into the **Administrator's** General Employee Pension Plan. Payment of such amount into a deferred compensation plan shall satisfy the **City's** responsibility to contribute into the General Employee Pension Plan.

Section 3. City Administrator's Duties and Obligations.

- A. The **Administrator** shall have the duties, responsibilities, and powers of said office under the Charter, Code of Ordinances of the **City**, and as outlined in the **City Administrator** job description. The **Administrator** agrees to perform all duties and responsibilities faithfully, industriously, and to the best of their ability and in a professional and competent manner.
- B. The **Administrator** shall remain in the exclusive employment of the **City** and shall devote all such time, attention, knowledge, and skills necessary to faithfully perform their duties under this **Agreement**. The **Administrator** shall dedicate no fewer than an average of forty (40) hours per week to the performance of Administrator duties hereunder.
- C. The **Administrator** shall attend all **Council** Meetings and Workshops, preside as Chair over the Technical Review Committee meetings, and attend Planning Board/Board of Adjustment/Design review Committee meetings (as necessity requires), as well as other advisory committees that are appointed by **Council** from time to time.

Section 4. Automobile Allowance and Communications Equipment

The **Administrator** is required to be on call for twenty-four-hour service. In recognition thereof:

- A. The **City** shall grant to the **Administrator** the use of a **City** vehicle for the discharge of **Administrator** responsibilities to the **City**. For the conduct of any **City** business using **Administrator**'s personal vehicle, if and when that may occur, the **Administrator** shall be reimbursed for related automobile costs and expenses at the established Florida Statute mileage rate in accordance with the **City** employee travel policy.
- B. The **City** shall provide the **Administrator** with a cell phone for business-related uses. In the alternative, the **City** may provide the **Administrator** with a cellular phone allowance of \$50.00 per month to compensate for the business use of a personal cellular phone.

Section 5. Dues and Subscriptions

The **City** agrees to pay the **Administrator's** professional dues for membership in professional organizations related to **Administrator** duties. The **City** shall pay other dues and subscriptions on behalf of the **Administrator** as are approved in the **City's** annual budget or as authorized separately by the **Council** from time to time. The **City** shall pay annual professional dues and memberships relevant to the **Administrator's** duties, including but not limited to International City Managers Association , Florida City and County Managers Association , and the Florida League of Cities.

Section 6. Professional Development

The **City** agrees to pay reasonable and customary travel and subsistence expenses pursuant to the **City's** travel policy for the **Administrator's** travel to professional development conferences, and subject to Chapter 112, Florida Statutes. The **City** shall annually, through the budget process, allocate reasonable funding for the **Administrator's** attendance at relevant professional conferences, executive leadership programs, seminars, and continuing education activities relevant to municipal administration.

Section 7 . Residency.

The **Administrator** shall reside within the corporate limits of Okeechobee County.

Section 8. Accrued Leave Benefit.

The **Administrator** shall be entitled to 140 hours of annual leave and 96 hours of sick leave during each year of the term of this **Agreement**. The annual and sick leave shall be available for use upon commencement of employment and each year thereafter on the employment anniversary. There is no limit on the amount of sick leave that may be accrued, consistent with City employment policy.. Upon separation of employment, Administrator shall be paid for up to a maximum of 240 hours of unused accrued annual leave. However, after 48 months of continuous employment and thereafter, upon separation of employment, **Administrator** shall be allowed to accrue and shall be paid for a maximum of 500 hours of unused accrued annual leave.

Section 9. Holidays.

The **Administrator** is entitled to the same paid holidays as the **City** staff.

Section 10. Health, Dental, Vision, Life and Disability Insurance

The **City** shall pay 100 percent of the **Administrator's** health insurance. The **Administrator** shall also receive other employee benefits, including but not limited to life, long-term health, and disability insurance, that are available to **City** management staff and/or general **City** staff.

Section 11. Termination by the City and Severance Pay.

- A. The **Administrator** shall serve at the pleasure of the **Council**, and the **Council** may terminate this **Agreement** and the **Administrator's** employment with the **City** at any time, for any reason or for no reason.
- B. Should a majority of the entire **Council** (three members) vote to terminate the services of the **Administrator** "without cause", then within thirty (30) business days following such vote, the **Council** shall cause the **Administrator** to be paid any accrued leave, unpaid salary, and benefits earned (including accrued sick and annual leave hours) up to and including the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the **Administrator's** employment, the **Council** shall cause the **Administrator** to be paid severance compensation consistent with Section 11(C) of this **Agreement** as full and complete payment and satisfaction of any claims. As consideration for such payment, the **Administrator** shall, prior to receipt thereof, execute and deliver to the **City** a general release of the **City** and its **Council** members, officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, with said release to be prepared and negotiated by the City Attorney.
- C. Stepped approach to severance in the event of termination without cause:
 1. During the first twenty-four (24) months of employment: two (2) months of base salary and continuation of health insurance benefits;
 2. Between twenty-four (24) and forty-eight (48) months of employment: three (3) months of base salary and continuation of health insurance benefits;
 3. After forty-eight (48) months of employment: four (4) months of base salary and continuation of health insurance benefits.
- D. Prior to termination for cause, the **Administrator** shall receive written notice of deficiencies and thirty (30) days to cure when cure is reasonably possible. "**For cause**" shall be limited to:
 1. Conviction or plea to a felony or crime involving fraud, dishonesty, or moral turpitude;
 2. Willful violation of law materially affecting performance of Administrator duties, and/or impair the ability of Administrator to carry out her duties;
 3. Material breach of this Agreement;
 4. Adjudicated ethics violation by the Florida Commission on Ethics;
 5. Misconduct materially impairing the Administrator's ability to perform assigned responsibilities.

6. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office. Neglect of duty shall mean a material failure to substantially perform the **City Administrator** duties as set forth in the **City** Charter, Code, and **City Administrator** job description after written notice and a reasonable opportunity to cure.
7. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.

Section 12. Termination by the City Administrator

The **Administrator** may terminate this **Agreement** at any time by delivering to the **Council** a written notice of termination not later than ninety (90) days prior to the effective date of the termination. If the **Administrator** terminates this **Agreement**, then the provisions of the section herein titled "Termination by the City and Severance Pay" shall not apply. If the **Administrator** voluntarily resigns pursuant to this Section, the **City** shall pay to the **Administrator** all accrued compensation payable to the **Administrator** through the **Administrator's** final day of employment, including any accrued leave and the **City** shall have no further financial obligation to **Administrator** pursuant to this **Agreement**. This subsection shall not prevent the **Administrator** from collecting any money earned as a result of participation in the **City's** deferred retirement or other similar plan or program.

Section 13. Disability.

If the **Administrator** becomes permanently disabled or is otherwise unable to perform the duties set forth herein because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued leave, the **City** shall have the option to terminate this **Agreement**, subject to the severance pay provision outlined in the section of this **Agreement** titled "Termination by the City and Severance Pay".

Section 14. Indemnification.

- A. **City** shall defend, save harmless, and indemnify the **Administrator** against any action for any injury or damage suffered as a result of any act, event, or omission of action that the **Administrator** reasonably believed at the time of such act, event, or omission of action to be in the scope of the **Administrator's** duties or function, unless they acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The **City** will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The **City** may compromise and settle any such claim without consent, or further involvement, of the **Administrator**. The **City** shall not be liable for the acts or omissions of the **Administrator** committed while acting outside the course and scope of their agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Nothing herein shall be construed to be a waiver or extension of the sovereign immunity limitations of liability possessed by the **City** by state or federal law.
- B. Said indemnification shall extend beyond the termination of employment and the expiration of this **Agreement** to provide protection for any such acts undertaken or committed in their capacity as **Administrator**, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the **City**.

- C. The **City** shall provide legal defense and indemnification for the **Administrator** concerning actions undertaken in good faith and within the course and scope of employment, including ethics complaints, employment actions, procurement disputes, public records matters, and quasi-judicial proceedings. In the event of a conflict between the **City** and **Administrator**, the **Administrator** may obtain independent legal counsel subject to reasonable approval by the **City**.

Section 15. Code of Ethics.

The State of Florida "Code of Ethics", including Chapter 112, Florida Statutes, shall govern the Administrator's conduct and actions as **Administrator** of the **City**. Additionally, the **Administrator** shall abide by the standards established by the Florida Commission on Ethics.

Section 16. Bonding.

The **City** agrees to bear the full cost of any fidelity or other bonds required of the **Administrator** under any policy, regulation, ordinance or law.

Section 17. Transparency.

- A. Open Door Policy: The **Administrator** shall maintain an open-door policy encouraging communication between the members of the **Council**, **City** employees, residents, property owners and other persons who have matters of interest related to the well-being of the **City**.
- B. Governmental Relations: The **Administrator** shall strive to maintain positive constructive relationships with elected officials, employees, and agents of other governmental agencies for the purpose of mutual goodwill and the constructive conduct of business regarding matters of interest between the parties.
- C. Communications: The **Administrator** and **Council** shall work cooperatively to keep each other and the community informed as to the status of plans, projects, and the operations of the **City**.
- D. Right to Speak: The **Administrator** shall have the right to address the **Council** orally and/or in writing in and all matters before the **Council** affecting those matters under their responsibility and/or their employment with the **City**.

Section 18. General Terms and Conditions.

- A. If any provision or any portion thereof, contained in this **Agreement** is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this **Agreement**, or portion thereof, shall not be affected and shall remain in full force and effect.

- B. The waiver by either party of a breach of any provision of this **Agreement** by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- C. This **Agreement** contains the entire **Agreement** of the parties. It may not be changed verbally, but only by an **Agreement** in writing signed by the parties.
- D. Florida law shall govern this **Agreement** and any litigation that may arise from this **Agreement**, shall be filed, and litigated in Okeechobee County, Florida.
- E. Upon **Administrator's** death, the City's obligations under this **Agreement** shall terminate except for:
 - 1. Transfer of ownership of retirement funds, if any, to their designated beneficiaries; and
 - 2. Payment of accrued leave balances in accordance with this **Agreement**.
- F. This **Agreement** may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this **Agreement** shall be binding on either party until both parties have signed it.
- G. The effective date of this **Agreement** shall be the last date it is executed by either of the parties to this **Agreement**.

Executed by the City on this ____ day of _____, 2026.

CITY OF OKEECHOBEE

By: _____
Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

Executed by the Administrator on this ____ day of _____, 2026.

Witnesses:

Signature

Printed Name

Signature

Printed Name

APPROVED AS TO LEGAL FORM:

John J. Fumero, City Attorney