

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MADISON
AND
JAMES D. O'KEEFE**

This Agreement made this 17th day of October, 2022 by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and James D. O'Keefe, a natural person (hereafter, the "Community Development Division Director" or "Director").

WITNESSETH;

WHEREAS, the City desires to retain the Director as an employee of the City of Madison to perform the services described herein on its sole behalf as the Community Development Division Director, and

WHEREAS, the Director represents that they possess the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Community Development Division Director, and

WHEREAS, the Director has been duly selected and has been confirmed for appointment to the position of Community Development Division Director by the Common Council of the City of Madison on _____, and

WHEREAS, the Common Council of the City has authorized the execution of the Agreement by Resolution No. _____.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and agreements contained in this document, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

I. COMMUNITY DEVELOPMENT DIVISION DIRECTOR HIRED

The Director is hereby hired as a non-civil service employee of the City, holding the position of Community Development Division Director pursuant to the terms, conditions and provisions of this Agreement. The Community Development Division Director shall have and exercise full authority and discretion as a division head within the City's organizational structure and act as Appointing Authority for employees of the Community Development Division in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda. Memoranda.

**II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE
COMMUNITY DEVELOPMENT DIVISION DIRECTOR**

General Responsibilities:

This is responsible managerial, professional and administrative work in planning, directing, coordinating and implementing the programs, services and activities of the Community Development Division of the Planning and Community and Economic Development Department. This Division incorporates responsibility for the functions and staff that formerly resided in the Office of Community Services, the Community Development Block Grant (CDBG) Office, and the Senior Center. This work places considerable emphasis on creativity, initiative, and judgment. Work places emphasis on internal and external communications and related consensus building. This work is performed under the general leadership of the Director of Planning and Community and Economic Development, with a direct reporting relationship to the Mayor.

Examples of Duties and Responsibilities:

Manage and coordinate the activities of the Community Development Division of the Department of Planning and Community and Economic Development. Hire, train, supervise, coordinate and evaluate staff. Develop and monitor Division budgets. Establish annual performance standards and goals. Plan, formulate, coordinate and oversee the Division's projects and activities. Serve as Project Manager at the direction of the Mayor and/or Department Director on high-level, complex or sensitive community development projects. Manage and provide direction, leadership, information and recommendations to subordinate staff on assigned programs, projects and improvements to services. Develop and implement strategies to coordinate programs and the roles and responsibilities of staff. Foster collaboration in achieving goals and objectives.

Oversee and guide the development and management of the Community Development Block Grant Unit, which promotes healthy urban neighborhoods through community-oriented programs that provide affordable housing, expand economic opportunities, enhance suitable living environments, and support thriving neighborhoods; and administers Federal funds allocated to the City primarily through the Department of Housing and Urban Development. Provide leadership in responding to the more challenging elements of this work. Provide for necessary coordination of efforts with other City programs.

Oversee and guide the development and management of the Community Resources Unit, responsible for supporting community partners, programs and activities that enhance the health and quality of life for Madison's youth and families. Provide required leadership and coordination to maximize program interests in a strategic context.

Oversee and guide the development and management of the Older Adults Services Unit, which promotes successful aging by operating the City-owned Senior Center and by supporting and encouraging older adults as leaders, teachers and learners through balanced, diverse and coordinated senior programs. Integrate/promote the City's goals and objectives through the community.

Oversee and guide the development and management of the Early Child Care Services Unit, responsible for promoting and supporting quality early child care services for all

families in Madison. Provide required leadership and coordination with other City and community activities.

Provide leadership in the preparation of related strategic plans and community development initiatives. Work to expand available resources through innovative partnerships and collaborative efforts. Develop/promote/encourage open communication and outreach to the community.

Provide high-level professional expertise on a wide range of Division related activities. Represent/promote program interests within the Mayor's management team and before various boards, commissions, and groups. Utilize a broad spectrum of media to promote Division interests.

Demonstrate a commitment to the City's racial equity and social justice initiatives (RESJI). Participate in and help lead city-wide and agency efforts toward implementing RESJI principles. Provide supervision of staff in a manner consistent with recommendations and best practices outlined by the City's employee engagement and equity initiative.

Perform related work.

- C. The Director agrees to perform such functions and duties at a professional level of competence and efficiency. He shall abide by all requirements of the laws of the State of Wisconsin, and of the ordinances, resolutions, regulations, rules and practices of the City which exist at the time of execution of this Agreement or which may, hereafter, be enacted or amended by the State of Wisconsin or the City in the exercise of their lawful authority. In the event a provision of this Agreement conflicts with any City ordinance, resolution, regulation, rule or policy, the provision of the Agreement shall control, except that nothing herein shall be interpreted as modifying the obligations or terms of Madison General Ordinance 3.35.

- D. The Director shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit that interferes with them. The Director of Planning and Community and Economic Development, however, may approve the Director's reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave, absence without pay, or other appropriate paid leave. Further, the Director of Planning and Community and Economic Development may authorize other limited outside professional activities on city time provided that they are determined to be of benefit to the City and the Director is not compensated for such activities. Nothing herein limits the Director from performing outside services for compensation, provided such outside service have been approved by the Director of Planning and Community and Economic Development, and are not done on City property or during times when performing regular City duties and responsibilities.

- E. The standard City workweek is 38.75 hours. However, the Director shall have reasonable flexibility from this standard to accommodate additional time expended outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other

paid leave.

- F. The Director shall have no right to make contracts or commitments for or on behalf of the City except as preauthorized by statute, ordinance or express written consent of the City.
- G. The Director shall continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the Director agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

- A. The Director's salary shall be based on an annualized rate of \$141,308 and shall be paid in approximately equal biweekly payments according to regular City payroll practices. Annual salary adjustments during the term of this agreement may be made at the Mayor's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan. The Director shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.
- B. The Director shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, receive the same benefits as all other non-represented professional employees in Compensation Group 18. These benefits may be provided and/or modified by the Madison General Ordinances, Resolution of the Common Council, Administrative Procedure Memoranda or other official City action throughout the duration of this agreement.

Vacation: The Director shall be entitled to twenty-seven (27) days of vacation in each year of this Agreement. Credited but unused vacation in excess of ten (10) days may be carried forward to the succeeding year with the approval of the Mayor. Except as otherwise provided, the Director shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Director's retirement, when qualified for receipt of Wisconsin Retirement Fund benefits. In the event the Director leaves employment with the City, but does not retire, the Director shall be entitled to payment for one-half (50%) of any unused sick leave to which the Director would otherwise be entitled.

Floating Holiday: The Director shall be entitled to 3.5 floating holidays per year. If the Director leaves the position before the end of the contract period or leaves the position at the end of the contract period, any unused floating holidays are forfeited. If the Director retires and qualifies for WRS benefits, any unused floating holidays will be paid out at retirement.

Sick Leave: If the Director leaves the position before the end of the contract period, the Director shall be entitled to payment in full (100%) of any earned but unused City sick leave accumulated prior to the start of this current

contract period. The Director shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the Director terminated City employment during the current contract period. If the City terminates the Director's contract before the end of the contract period or the Director leaves the position at the end of the contract period or the Director retires during the contract period and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any earned but unused sick leave accumulated to the day of termination.

Vacation Conversion: If the Director accrues a balance of more than five weeks from the preceding year(s), the Director may elect to convert up to ten (10) days of their annual vacation to an amount of cash equivalent, calculated on their regular earnings. The Director shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined by the City.

The Director shall be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as Director and in accordance with applicable Administrative Procedure Memoranda.

The Director shall be reimbursed for relevant professional association and/or licensure dues.

The Director shall be eligible for smart phone with data plan reimbursement up to seventy-five (\$75) dollars per month for City usage.

The Director shall be eligible to be a vehicle monitor. The Director shall agree to abide by all policies and procedures found in APM 2-13 City Vehicle Driver Policy.

IV. CONTRACT TERM

This Agreement shall take effect on November 19, 2022, and shall expire on November 19, 2027, unless terminated sooner as provided herein.

V. AGREEMENT RENEWAL / NON-RENEWAL

- A. The Mayor, in their sole discretion, may offer renewal of this Agreement to the Director. The Mayor shall notify the Director of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Director shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) without change in the Director's anniversary date and shall not act as a full renewal of the Agreement. Renewal of the agreement and of its provisions shall be subject to the approval of the Common Council. In the event the Common Council does not renew this

Agreement, this Agreement will remain in effect for ninety (90) days following the non-renewal action by the Common Council or five (5) years from the date of this Agreement, whichever is later. The benefits enumerated in Section III. B. of the Agreement will be paid as if the Director left at the end of the contract period.

- B. The Mayor, in their sole discretion, may elect not to offer renewal of this Agreement to the Director. In such event, the Mayor shall notify the Director of the intent not to renew the contract at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) and shall not act as a renewal of the Agreement. At the expiration of the Agreement, the parties' rights, duties, responsibilities and obligations shall end. However, the Director will, at the sole discretion of the Mayor, be eligible to take a voluntary demotion into any vacant or newly created position for which the Director is qualified. The benefits enumerated in Section III. B. of the Agreement will be paid as if the Director left at the end of the contract period.

VI. EARLY TERMINATION OF AGREEMENT / MATERIAL BREACH

- A. The Director may elect to terminate this Agreement before the expiration of the contract period. If the Director provides less than forty-five (45) calendar days' notice in writing to the Mayor, the Director forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the Director provides forty-five (45) calendar days' notice, or greater, in writing to the Mayor, the benefits enumerated in Section III. B. of the Agreement will be paid according to the terms of the Director leaving during the contract period. These forfeiture provisions do not apply if the Director retires from this position and qualifies for benefits under the Wisconsin Retirement System.
- B. The Mayor may, in their sole discretion, terminate this Agreement within ninety (90) days of the expiration period defined in Section IV. A. of the Agreement. Early termination of the Agreement is accomplished by (a) notifying the Director of the date of early termination, and (b) committing to pay, in a lump sum, the salary and benefits in Section III. B. that the Director would have earned through the end of the contract period, together with payment of the City's share of any health insurance premiums through the end of the contract period. If this Agreement is terminated early through the provisions of this buy-out clause, the Director's employment with the City ends on the early termination date.
- C. The Mayor may discharge the Director for the Director's breach of a material provision of this Agreement after utilizing the procedure defined in Section VI. D of this Agreement. In the event of a discharge for the Director's breach

of a material provision of this Agreement, the Director shall forfeit all compensation and benefits on the date of discharge.

- D. In the event of an alleged breach of a material provision of this Agreement, by either party, the concerned party shall notify the other party, in writing, within thirty (30) working days of the alleged breach, of the specific provisions of this Agreement that were allegedly breached. After notification of the alleged breach, the parties shall meet within thirty (30) working days to resolve the alleged breach. If the issue is not resolved, the Director may pursue contract remedies and the City may discharge the Director under the terms of Section VI. C of this Agreement.
- E. The City retains the right, in its sole discretion, to abolish the position of Community Development Division Director or to reorganize the position in the best interest of the City. In the event the City abolishes the position of Community Development Division Director or reorganizes the to the extent that the position of Director is no longer required, this Agreement shall terminate and all rights, duties and obligations of the parties shall mutually end without recourse ninety (90) calendar days after final approval of such abolishment of position or reorganization by the Common Council, except as provided in Madison General Ordinance §3.35 (the Ethics Code). The benefits enumerated in Section III. B. of the Agreement will be paid as if the Director left at the end of the contract period.

VII. PERSONNEL ACTIONS

- A. The Director is subject to the Mayor's supervision and is, during the term of this Agreement, subject to the Mayor's authority to impose discipline or to discharge the Director for a breach of this agreement if deemed necessary. The Director shall come to work and follow all applicable work rules including those designed to protect the interests and safety of the City, employees, and members of the general public. This includes all applicable Madison General Ordinances, Resolutions of the Common Council, Administrative Procedure Memorandums (APM), Mayor's Directives, Collective Bargaining Agreements, and City Personnel Rules. The City recognizes, however, that corrective action may be necessary if the Director fails to meet these expected standards. The purpose of any disciplinary action that the City takes is to correct behavior and is not intended to be merely a punitive action. Such disciplinary action shall be administered consistent with the accepted standards of just cause.
- B. The Director is expected to prepare an annual work plan for their department. The Director shall be evaluated annually by the Mayor to assess work performance. This evaluation shall include the establishment of departmental goals and an assessment of challenges and accomplishments. It may also involve soliciting input from other department heads, staff

supervised by the Director, and/or Common Council Members.

VIII. CITY OBLIGATIONS AND RIGHTS

The City shall provide staff, equipment, supplies and space that it deems reasonable, in its sole discretion, for the conduct of the work of the Director. The City retains the sole right to determine the organizational structure and overall functioning of the Community Development Division.

IX. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Director's duties or responsibilities change significantly. A "significant" change in the Director's duties is defined as that degree of change in duties and responsibilities that would qualify a civil service position for reclassification pursuant to standard City personnel practices.

Factors which may be considered include the addition or deletion of duties, changes in Departmental services or the addition or deletion of programs. If there is no agreement, the original Agreement shall control and shall not be reopened. Agreement changes, if any, and any resulting reclassification of the position shall not be deemed the creation of a new position so as to require competition.

X. LIABILITY PROTECTION

The City shall defend and indemnify the Director against and for any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

XI. STATEMENT OF ECONOMIC INTERESTS

Pursuant to Madison General Ordinance §3.35 (the Ethics Code), the Director shall file a Statement of Economic Interests with the City Clerk within 14 working days of their appointment. Each person required to file a Statement of Economic Interests shall annually file with the Clerk an updated Statement of Interests no later than April 30 of each year.

XII. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the Director prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Director will not publish any such materials or use them for any research or publication without attribution to the City other than as work

performed pursuant to the terms of this Agreement.

XIII. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

The Director shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XIV. NO ASSIGNMENT OR SUBCONTRACT

The Director shall not assign or subcontract any interest or obligation under this Agreement.

XV. AMENDMENT

This Agreement shall be amended only by the written agreement of the parties, said Addendum to be approved and authorized for execution in the same fashion as this original Agreement.

XVI. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy on either party's part shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

XVII. ENTIRE AGREEMENT

No agreements, oral or written, express or implied, have been made by either party to the Agreement except as expressly provided herein. All prior agreements and negotiations are superseded by this Agreement. This Agreement and any duly executed amendments constitute the entire Agreement between the parties.

XVIII. SEVERABILITY

In the event any provisions of this Agreement are determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

XIX. GOVERNING INTENT AND LAW

This Agreement shall be interpreted in the first instance in accordance with the spirit and intent of the Substitute Report of the Human Resources Committee Report approved by the Common Council on August 2, 1988 and shall be controlled, construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year contained herein.

CITY OF MADISON
A Municipal Corporation

Witness

Satya Rhodes-Conway, Mayor

Witness

Maribeth L. Witzel-Behl, City Clerk

Witness

James O'Keefe, Community Development
Division Director

APPROVED:

APPROVED AS TO FORM:

David P. Schmiedicke
Finance Department

Michael R. Haas, City Attorney