

AN EMPLOYMENT AGREEMENT BETWEEN
TOWN OF CHELMSFORD
AND
TOWN MANAGER

THIS AGREEMENT, made and entered into this 11th day of September, 2017, by and between the Town of Chelmsford (the "Town"), Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen (the "Board"), and Paul E. Cohen (the "Town Manager") as follows:

WITNESSETH:

WHEREAS, pursuant to Massachusetts General Laws, Chapter 41, Section 108N, the Town of Chelmsford (the "Town"), acting through its Board of Selectmen (the "Board"), and Paul E. Cohen (the "Town Manager") established employment agreements on October 19, 2006, July 13, 2009, July 11, 2011, and October 7, 2013 regarding benefits, severance pay, and salary; and,

WHEREAS, the parties are entering into this Agreement to set forth and confirm their respective rights and obligations with respect to the Town Manager's employment by the Town; and,

WHEREAS, the Town Manager is the Chief Administrative Officer of the Town and shall have the administrative powers and duties as provided by the Chelmsford Charter, Section 4-3; and,

WHEREAS, it is the desire of the Board to continue to retain the services of the Town Manager, and to provide inducement for him to remain in such Office; and,

WHEREAS, it is the desire of the Board and the Town Manager to enter into an employment agreement to provide certain benefits and set the salary of the Town Manager for the period of July 1, 2017 through June 30, 2020; and,

WHEREAS, Paul E. Cohen has accepted the Office of the Town Manager of said Town,

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

Section 1. Term of Office

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to remove the Town Manager in accordance with the Chelmsford Charter, but if the Town Manager is removed, unless for

gross or willful misconduct, he shall receive the severance pay set forth in Section II, Paragraph A, of this Agreement.

- B. The term of this Employment Agreement shall commence on July 1, 2017 and terminate on June 30, 2020, unless earlier terminated as provided herein.

Section II. Termination and Severance Pay.

- A. In the event the Town Manager is terminated by the Town either prior to the expiration of the term of this Agreement or in the event the Town fails to give six (6) months notice that they intend not to renew this Agreement and if in either such event the Town Manager is otherwise willing to hold the Office of the Town Manager, the Town shall pay to the Town Manager a cash severance payment equal to the lesser of six (6) months aggregate salary or salary accrued until such time that the Town Manager begins employment with a new employer. Commencement of said severance payments to the Town Manager shall begin on the effective date of termination.
- B. In the event the Town Manager voluntarily terminates his Office with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town ninety (90) days notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. In the event of a voluntary resignation, the benefits enumerated in Paragraph A above shall not apply.

Section III. Compensation.

Effective July 1, 2017 the salary of the Town Manager shall be at \$ 168,000 . Thereafter, in each successive year, any change in the salary of the Town Manager shall be contingent upon a satisfactory performance review by the Board of Selectmen, said performance review to be based in part on annual goals established as further defined in Section IV (A.) of this Agreement. The Town Manager's salary shall be payable in installments at the same time as other employees of the Town are paid and shall not be reduced during the term of the Agreement without the consent of the parties.

Section IV. Annual Goals.

- A. Annually, the Board and Town Manager shall define the goals which they determine are necessary for the Town, and the Board shall further establish a relative priority among those goals, said goals to be reduced to writing

- B. In effecting the provisions of the Section, the Board and the Town Manager mutually agree to abide by the provisions of the applicable law and the Charter.

Section V. Hours of Work.

The Town Manager shall be a salaried Officer of the Town.

It is understood that the Town Manager shall participate in all Selectmen's Meetings, Town Meetings, and other meetings where his attendance would be beneficial to the orderly conduct of the Town's business and operations.

Section VI. Leaves.

- A. Paid Time Off. The Town Manager shall earn up to a maximum accrual of 45 days or 337.5 hours. Paid time off shall be scheduled by the Town Manager so as not to conflict with the needs of the Town. The use and accrual of said paid time off is subject to the same terms and conditions as apply to other Town civilian employees whose positions are subject to the Town Personnel Rules and Regulations; provided that such use and accrual shall be subject to the approval of a majority of the Board of Selectmen.
- B. Holiday Leave. The Town Manager shall be entitled to holiday leave on all legal holidays on which other Town civilian employees are not required to work.
- C. Other Leave. The Town Manager shall be entitled to bereavement leave, jury leave, and other leaves on the same terms and conditions as other Town civilian employees whose positions are subject to the Town Personnel Rules and Regulations.
- D. Conference Leave. Should the Town Manager attend the International Management Association's (ICMA) Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from his paid time off.

Section VII. Residency.

Pursuant to Section 4-1 of the Chelmsford Charter, the Board waives the Town Manager's residency requirement.

Section VIII. Professional Development.

- A. The Town agrees to pay for the registration, travel and subsistence expense of the Town Manager for short courses, and seminars that are necessary for his professional development and for the good of the Town, subject to the prior approval of the Board and subject to the availability of funds.
- B. The Town shall reimburse the Town Manager for reasonable expenses for his attendance at meetings of appropriate professional organizations including, but not limited to, attendance at meetings of the Massachusetts Municipal Association and the Massachusetts Municipal Managers Association and the International City Management Association.

Section IX. Dues and Subscriptions.

The Town agrees to budget and pay for the professional dues and subscriptions of the Town Manager necessary for his membership in the following professional organizations:

- Massachusetts Municipal Managers Association
- International City Management Association.

Section X. General Expenses.

The Town Manager shall be reimbursed for reasonable expenses incurred in the performance of his duties, or as an official representative of the Town.

The Town Manager shall receive a monthly vehicle stipend of \$600.00 for the period of July 1, 2017 - June 30, 2020.

Section XI. Indemnification.

The Town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Manager provided that the Town Manager acted in good faith.

The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.

The Town shall reimburse the Town Manager for any attorneys' fees and costs incurred by the Town Manager in connection with claims or suits involving the Town Manager in his professional capacity.

This Section shall survive any termination of this Agreement.

Section XII. Bonding.

The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager under law.

Section XIII. Other Benefit Terms.

- A. The Town shall provide the Town Manager a health insurance policy and life insurance policy, as provided to other Town employees.
- B. All other provisions of the Town's Personnel Rules and Regulations relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Town Manager as they would to other civilian employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Manager except as herein provided.

Section XIV. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and insure to the benefit of the heirs at law and executors of the Town Manager.
- C. During the term of this Agreement, the Manager agrees not to accept other employment nor become employed by any other employer except with the consent of a majority of the Board.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. For purposes of the Fair Labor Standards Act, the Town Manager shall be deemed an exempt employee.

Section XV. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Services, postage prepaid, addressed as follows:

- 1. TOWN: Chairman, Board of Selectmen
Town of Chelmsford
50 Billerica Road
Chelmsford, MA 01824
- 2. TOWN MANAGER: Paul E. Cohen
50 Billerica Road
Chelmsford, MA 01824
- 3. TOWN COUNSEL: Mirick, O'Connell, DeMallie & Lougee, LLP
1800 West Park Drive, Suite 400
Westborough, MA 01581
(or successor town counsel)

Unless either party hereinafter informs the other party in writing of a change of address.

Alternately, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal services or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the Town of Chelmsford, Massachusetts has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

TOWN OF CHELMSFORD
Acting by and through
its Board of Selectmen

TOWN MANAGER

By: *Robert G. G. G.*

By: *[Signature]*

Date: 9/11/17

Date: 9-11-17

By: *L. DeMallie*

Date: 9/11/17

By: *[Signature]*

Date: 9/11/17

By: George D. [Signature]

Date: 9/11/17

By: [Signature]

Date: 9/11/17

Attested:

Town Clerk: [Signature]

Date: 9/11/17

Approved as to legal form:

Labor Counsel: [Signature]

Date: 9/13/17