

Town Council of the Town of Portsmouth

Personal Service Agreement

WHEREAS, the TOWN OF PORTSMOUTH, RI, a municipal corporation, hereinafter referred to as EMPLOYER, desires to retain the services of Richard A. Rainer, Jr., hereinafter referred to as EMPLOYEE, to serve as Town Administrator; and

WHEREAS, the EMPLOYEE desires to accept employment as Town Administrator, and the undersigned desire to reduce the terms of employment to writing;

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

- The EMPLOYEE shall serve as Town Administrator of the Town of Portsmouth pursuant to the Town Charter and all relevant local and state rules and regulations.
- The EMPLOYEE agrees to commit his time and professional skills exclusively to his position as Town Administrator. The EMPLOYEE agrees that he shall not engage in any other regular employment activity or commercial enterprise during the terms of this Agreement.
- The Term of this Agreement shall be 3 years, beginning not later than July 1, 2018 and ending June 30, 2021. However, it is agreed and understood that should the EMPLOYER wish to terminate the services of the EMPLOYEE prior to June 30, 2021 the EMPLOYEE will be entitled to sixty (60) days' notice and a severance payment equal to six (6) months of the total compensation package value at that time; provided however, if the dismissal is associated with conviction for criminal activity or clear evidence of moral turpitude or malfeasance, there shall be no severance payment.
- The EMPLOYEE agrees, so long as he is reasonably able, to remain in the position at least through June 30, 2021 and to provide the EMPLOYER with at least sixty (60) days advance notice, exclusive of vacation time, of his intention to terminate, whenever that may be.
- The EMPLOYER agrees to pay the EMPLOYEE for his services pursuant to this Agreement a base salary of One Hundred Twenty-Eight Thousand Seven Hundred Forty Dollars (\$128,740) for the first contract year, payable in the same installments paid to EMPLOYER'S other employees.
- Based upon satisfactory performance as determined by the most current Town Council annual evaluation, the EMPLOYEE salary for 2019-2020 fiscal year and 2020-2021 fiscal years shall increase by 2.0% or the increase in the consumer price index, whichever is greater. Additionally, the Town shall provide the EMPLOYEE with Public Officials Liability

Insurance and a Performance Bond, if such bond shall be required by the Town.

- In the event the EMPLOYEE completes the final year of this contract the EMPLOYER shall give the EMPLOYEE a one-time payment of Four Thousand Dollars (\$4500). Said payment shall not be added to the base pay.
- All provisions of the Town personnel rules and regulations relating to dental, life and disability insurance, sick leave, retirement contributions, holidays and all other benefits and conditions as exist on July 1, 2018 or thereafter as may be amended are incorporated herein by reference. These rules shall apply to the EMPLOYEE, except that the EMPLOYEE shall be entitled to five (5) weeks' vacation and twenty (20) sick days per year. The EMPLOYEE shall be permitted to carry forth one (1) week of vacation forward to the next year. In no case shall the accumulated vacation exceed seven (7) weeks in any fiscal year. Unused sick days will be allowed to accumulate up to 60 days; however, there shall be no provision for payment for accrued, unused vacation and sick leave. In addition, the EMPLOYER shall provide the EMPLOYEE a term life insurance policy equal to his annual salary each year.
- The EMPLOYEE shall be granted a maximum of four (4) consecutive days of leave for death in the immediate family (mother, mother/father in-law, wife, siblings, child). For other relatives, one day will be granted for the purpose of attending the funeral.
- The EMPLOYEE shall be allowed two (2) days per year, non-accruing, for the purposes of transacting personal business.
- The EMPLOYER will contribute a match of up to 8% of the EMPLOYEE'S annual salary amount to the Town's Retirement System, or as legally permitted, to the ICMA Retirement System or other legally recognized plan, as directed by the EMPLOYEE.
- The EMPLOYER shall provide the EMPLOYEE with a cell phone.
- The EMPLOYEE shall be provided with an automobile allowance of Four Hundred Dollars (\$400) per month in consideration of which he shall be responsible to provide his own transportation for all work related in-state travel. Throughout the term of his employment, the EMPLOYEE shall secure and provide the Town with proof of appropriate auto insurance coverage in the amount and with limits as determined appropriate by the EMPLOYER.
- The EMPLOYER agrees to budget and pay for the professional dues and subscriptions of the EMPLOYEE necessary (as determined by EMPLOYER in consultation with the EMPLOYEE) for his continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for his continued professional participation, growth, and advancement and for the good of EMPLOYER.
- The EMPLOYER hereby agrees to budget for and to pay, after submission to and approval by EMPLOYER, expenses of the EMPLOYEE associated with conducting the business of the Town and for professional meetings and training programs intended to continue the professional development of EMPLOYEE.

- The EMPLOYER hereby agrees to provide for the cost of legal representation post-employment for any matter occurring out of the official actions of the EMPLOYEE during the term of this agreement.

This offer of Employment shall become binding upon the parties upon execution.

The Town Council for the Town of Portsmouth approved this Agreement by vote on _____ and it is executed on its behalf by the Council President.

Keith Hamilton, Council President

This Agreement executed by Richard A. Rainer, Jr. on _____, 2018.

Richard A. Rainer, Jr.

Approved as to form on _____, 2018 by Kevin P. Gavin.

Kevin P. Gavin
Town Solicitor