

**TERM SHEET
FOR EMPLOYMENT OF
GAYLE A. CORRIGAN, EAST GREENWICH TOWN MANAGER**

The following is presented to Gayle A. Corrigan ("Employee" or "you"/"yours" interchangeably) as terms of your employment and appointment as Town Manager for the Town of East Greenwich ("Town"). This is subject to approval by the Town Council and as per Charter Section C-84, you may be removed by a majority vote of the Council without hearing and without right of appeal, at the Council's sole discretion.

1. **Position and Duties.** The Town, through the Town Council ("Council"), its governing body, employs you effective July 1, 2017 as Town Manager. All of the lawful provisions of Article XIII, of the Town Charter pertaining to Town Manager shall apply and prevail and are incorporated herein by reference. You are the Chief Administrative Officer of the Town and report to the Council.

2. **Base Salary and Benefits.**

(a) You will be paid an annual salary of \$160,000, payable at such regular times as the Town pays other employees.

(b) You and your family will be entitled to participate in the Town's health and dental insurance plans.

(c) You will be entitled to participate in the Town's life insurance plan as provided to the same department-level employees of the Town.

(d) You will receive twenty-five (25) vacation days per year, accrued on an annual basis with no right to carry-over.

(e) You will receive fifteen (15) sick days per year, accrued on an annual basis with no right to carry-over.

(f) You agree to enroll into ICMA-RC 457 Plan (or similar) and the Town agrees to contribute \$24,000 annually to said plan.

3. **Indemnification.**

A. Beyond that required under Federal, State or Local Law, the Town shall defend, save harmless and indemnify Employee 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 Employee's duties as Town Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Legal representation, provided by the Town for the Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Town shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court cost and other reasonable costs and expenses of legal proceedings including attorney's fees, and other

liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties.

Any settlement of any claim must be made with prior approval of the Town in order for indemnification, as provided within.

B. Employee recognizes that the Town shall have the right to compromise a lawsuit to which it is a party and unless the Employee is a party to the suit in her personal capacity, shall have no veto authority over any settlement. In the event the Town and Employee, as a private person and not in her official capacity as an agent of the Town are both parties to a lawsuit, the Town may enter into a settlement of that suit but cannot require Employee, as a private person, to join in such settlement. In that event, the Town agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Town, provided that such litigation arises out of the Employee's employment by the Town. Such shall remain the obligation of the Town even though such litigation continues beyond Employee's employment.

4. **Term.**

(a) The term of this employment, if not sooner terminated by a majority vote of the Council, shall be from July 1, 2017 to June 30, 2018.

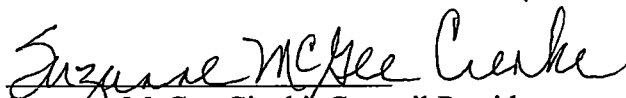
(b) The term may be renewed or extended in the sole discretion of the Council and upon such terms and conditions as the parties may mutually agree to in writing.

(c) In the event the Council terminates Gayle A. Corrigan's employment, she shall not be entitled to any severance and shall only receive such payment upon separation as is required by Rhode Island law.

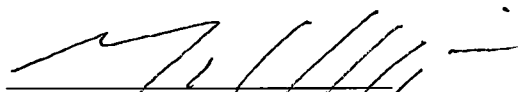
5. **Other Activities.**

The Town acknowledges that Employee has knowledge and experience in executive and administrative capacities that is acquired from, among other things, her work as an executive consultant. Employee agrees that during the term of this engagement, she will not take or maintain any professional engagement or activities that will interfere with or result in a conflict of interest with her position and responsibility as Town Manager.

Presented by:


Suzanne McGee Cienki, Council President

Accepted by:


Gayle A. Corrigan, Town Manager

7/24/2017
Date