

TOWN MANAGER EMPLOYMENT AGREEMENT

This Agreement, made and entered into as of this 1st day of August, 2019 by and between The Town of East Greenwich, a Rhode Island Municipal Corporation (herein referred to as "Town") and Andrew Nota (herein referred to as "Employee") states as follows:

Whereas, the Town wishes to employ the services of Andrew Nota as Town Manager, as provided by the Charter of the Town of East Greenwich; and

Whereas, it is the desire of the Town to provide certain benefits and to establish certain conditions of employment for the Employee; and

Whereas, the Employee wishes to accept and continue employment as Town Manager of the Town of East Greenwich.

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

SECTION 1: CHARTER

It is specifically understood and agreed by the parties that nothing in this agreement is to be considered as contrary to or contradicting any provision of the Charter of the Town of East Greenwich, including but not limited to Article XIII of the Charter entitled "Town Manager," provided, however, the parties agree that, notwithstanding the requirement of the Town Charter that the Town Manager establish residency in the Town within 120 days of hiring, the Rhode Island General Assembly has explicitly voided all such automatic clauses through Title 45, Chapter 2, Section 15.2 of the Rhode Island General Laws. The Town and the Employee are, however, free to negotiate such requirement, and to that end the parties agree that Employee may maintain his residency in Jamestown, Rhode Island, but that if Employee moves to another Town and/or State, Employee's permanent residence shall be within a one-hour's drive of the Town Hall.

Should it be found that any other provision of this agreement is in conflict with any other provision of the Charter of the Town of East Greenwich, that provision is to be considered null and void in favor of the Charter of the Town of East Greenwich.

SECTION 2: DUTIES

The Town agrees to employ Andrew Nota as Town Manager of the Town of East Greenwich to perform the functions and duties specified in the Charter of the Town of East Greenwich and to perform other legally permissible and proper duties and functions at the discretion of the Town Council.

The Employee shall serve at the pleasure of the East Greenwich Town Council as set forth in the Charter of the Town of East Greenwich and agrees to perform the duties and functions allocated to him pursuant to the Charter or the Town of East Greenwich, the Code of Ordinances of the

Town of East Greenwich and the General Laws of the State of Rhode Island.

SECTION 3: TERM

Subject to Section 1 and Section 12 of this Agreement, the term of this Agreement shall be for an initial period of three (3) years commencing on August 31, 2019, and concluding on August 30, 2022. In the event the Agreement is not mutually renewed or extended, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration date of the Agreement, unless the Employee voluntarily resigns or is terminated pursuant to Section 12 of this Agreement.

SECTION 4: COMPENSATION

The Town agrees to pay Employee an annual base salary for a three-year contract: \$150,000 for year 1, with 2% raise in each successive year, thus \$153,000 for year 2 and \$156,060 for year 3, payable in installments at the same time that the other management employees of the Town are paid. The Town shall at no time during this Agreement reduce the salary, compensation or other financial benefits of the Employee without just cause or except due to exceptional circumstances.

SECTION 5: WORK TIME AND ABSENCES

The Town Manager's work week shall be nominally 40 hours per week. However, this is a salaried position, and the actual hours worked may be more or less, and attendance at evening meetings is required. It is specifically understood and agreed by the Employee that the Employee is on-call seven days per week, twenty-four hours per day, in consideration of which the Employer has been provided with a vehicle allowance and cell phone. The Employee shall not be entitled to any overtime. The Employee shall notify the Town Council President and the Town Clerk in writing (which may include email) whenever the Employee is absent from the Town Hall for more than one (1) consecutive week day. The notice shall specify the nature of the absence, including without limitation, sick leave, bereavement leave, vacation; or if on official business or personal development business, the nature of such business. Where possible, such notice shall be given a least 24 hours in advance, and in any instance, not more than 24 hours after the absence. The Employee is expected to devote his entire business time, energy and skill to the duties and responsibilities of the position, and shall not be employed by any other person, corporation, or organization, or occupied with any self-employment during town business hours of such employee. Any outside employment shall require the prior written approval of the Town Council. The Town Manager will be allowed to take reasonable compensatory time off during said normal office hours consistent with the notice provisions herein.

SECTION 6: PERFORMANCE EVALUATION

The Town Council shall review and evaluate the performance of the Employee within one year following the initial date of hire and, annually thereafter. The Town Council shall provide an adequate opportunity for the Employee to discuss his evaluation with the Town Council.

SECTION 7: HEALTH & LIFE INSURANCE

Part 1 - Health & Dental

Health Benefits and Dental: The Town agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the employee and his/her dependents as a minimum equal to that which is provided to Department Head employees of the Town. The Town will provide and pay the premiums for Delta Dental family coverage in accordance with a similar level of benefits provided to Department Head employees of the Town.

Part 2 - Term Life Insurance

The Town agrees to provide and pay the full premium for \$50,000 Term Life Insurance coverage on the life of the Employee covered by this agreement.

SECTION 8: LEAVE BENEFITS

1. The Employee shall annually accrue fifteen (15) sick leave days and twenty (20) vacation leave days, to be prorated for the first year, provided that the Employee may use "advance" vacation and sick leave days that have not yet been accrued, during the first 12 months of employment. The Employee is entitled to accrue all unused sick leave, without limit, but there shall be no payment for sick leave upon termination, nor shall Employee be allowed to use excess sick leave at the end of his employment term without medical documentation. After January 1, 2021, a maximum vacation leave up to twenty (20) days may be carried over from year to year, which maximum carry-over may be increased by the Town Council upon request. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time to date.
2. The Employee shall annually be credited with three (3) days of personal leave that cannot be carried over.
3. The Town agrees to provide bereavement, disability, holiday leave and other similar benefits for the Employee as provided to Department Head employees of the Town.

SECTION 9: MONTHLY VEHICLE, PHONE AND EXPENSE ALLOWANCE

1. The Town agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits provided, the sum of (\$750.00) per month, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate, insure and maintain a vehicle for work purposes. This allowance is also dedicated to address any other routine costs incurred associated with carrying out the daily position responsibilities.
2. The Town shall provide the Employee with a cell phone and laptop computer and/or

tablet with an appropriate wireless usage plan during the term of his employment, which the Town Manager is authorized to use for business and personal use.

3. The Town recognizes that certain extra-ordinary expenses of a non-personal and generally job-affiliated nature may be incurred by the Employee outside of the monthly allowance, and hereby agrees to reimburse or pay said reasonable general expenses upon receipt of duly executed expenses or petty cash voucher, receipts, or statements. Whenever possible, approval for such expenses should be sought by the Employee in advance.

SECTION 10: RETIREMENT

The Town agrees to enroll the Employee in the State and Municipal Employees' Retirement System of the State of Rhode Island (MERS) and to make all the appropriate contributions on the Employee's behalf.

SECTION 11: BUSINESS EXPENSES & PROFESSIONAL DEVELOPMENT

1. Dues and Subscriptions: The Town agrees to budget and pay the professional dues and subscriptions of the Employee necessary or 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 the Town. At a minimum, such expenditures shall include the International City Management Association, Rhode Island League of Cities and Towns and the Rhode Island City/Town Manager's Association.
2. Professional Development: The Town hereby agrees to budget and pay the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the Town, including, but not limited to, the Annual Conference of the International City Management Association provided such Conference is in the United States or Canada, any State Conferences, and subject to prior approval of the Town Council for travel outside of New York and New England, such other national, regional, state and local government groups and committees thereof, of which the Employee serves as a member.

SECTION 12: TERMINATION AND SUSPENSION

Notwithstanding any other provision of this employment contract, termination may occur either by:

- a. Mutual agreement of the parties;
- b. Retirement of the Employee;

In the event of retirement of the Employee, the employee shall notify the Employer at least sixty (60) days prior to the date of the retirement or within such other time period as

may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement

c. Death of Employee;

d. Disability of Employee;

In the event of disability, by illness or physical or mental incapacity of the Employee to perform his duties and obligations as prescribed under this contract, which disability exists or is likely to exist for a period of more than three (3) months, the Employer may, in its discretion, make a proportionate deduction from the Employee's salary, subject to the Employee's entitlement to sick leave or other applicable benefits accrued by the Employee. In the event the disability of the Employee continues for a period of six (6) months or more or if the disability is determined to be permanent by competent medical documentation (at least two (2) physicians specializing in the area of the claimed disability other than the Employee's treating physician), the Employer may terminate the agreement at its option with notice to the Employee and all obligations of the Employer for payment of salary and other benefits shall cease.

e. Suspension or Discharge for Cause;

Employee may be suspended or discharged for cause during the term of this agreement for one or more of the following reasons: (1) Willful non-compliance with any provisions of United States law, Rhode Island law, or the Town Code, including the Town Charter (2) conviction of a felony, or conviction of any crime including a misdemeanor involving moral turpitude or financial impropriety, (3) repeated failure to comply with established Employer policy (4) continuing neglect of duties, and/or (5) insubordination.

f. Termination Without Cause;

Notwithstanding anything herein to the contrary, the Employer may terminate the Employee for no cause whatsoever, provided that in such event, the Employer shall continue to receive base salary and health insurance, dental insurance, and life insurance benefits for six (6) month from the date of termination.

g. Resignation;

In the event the Employee voluntarily resigns his position with the Town, then the Employee shall give the Town no less than one (1) month written notice in advance, unless the parties otherwise agree.

SECTION 13: BONDING

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


SECTION 14: INDEMNIFICATION

Consistent with Rhode Law, the Town shall indemnify the Employee against any loss, cost, expense and damage, arising out of any claim, action, compromise, settlement or judgment occurring in connection with actions relating to the performance of Employee's duties as Town Manager, other than due to willful conduct or gross negligence or criminal conduct by the Employee, and other than an action brought by the Town against the Employee, or an action filed against the Town by the Employee. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon.


SECTION 15: GENERAL PROVISIONS

- A. This Agreement shall be binding upon the Town and the Employee and shall not be assignable by either party.
- B. This Agreement shall be governed and construed in accordance with the laws of the State or Rhode Island.
- C. This Agreement is subject to the Charter and Code or Ordinances of the Town of East Greenwich, except for the Town Manager residency requirement, for the reasons stated in Section 3 of this Agreement.
- D. If any provision of this Agreement is held to be unlawful, invalid or unenforceable, the remaining provisions shall continue to remain in full force and effect.

In Witness Whereof, the Town of East Greenwich has caused this Agreement to be signed and executed on its behalf by its Town Council President, as attested to by the Town Clerk, and the Employee has signed and executed this Agreement, in duplicate.


Mark Schwager,
Town Council President
Town of East Greenwich


Date:


Andrew Nota

Date:

8/1/19

ATTEST


Leigh Carney
Town Clerk
Town of East Greenwich

Date:

8/1/19.