

# *Town Council of the Town of Portsmouth*

## **Personal Service Agreement**

THIS AGREEMENT, made and entered into effective on the date ratified by the Town Council, and written below, by and between the Town of Portsmouth, a Rhode Island Corporation, hereinafter referred to as "EMPLOYER" and Richard A. Rainer Jr., hereinafter referred to as "EMPLOYEE," witnesseth:

WHEREAS, EMPLOYER desires to retain the services of EMPLOYEE to serve as Town Administrator, and Employee is willing to serve in that capacity under the terms and conditions set forth herein;

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

### **EMPLOYMENT**

#### **TERM**

EMPLOYEE shall serve as the Town Administrator of the Town of Portsmouth pursuant to the Town Charter and all relevant local and state rules and regulations. The Term of this Agreement shall be 3 years, beginning not later than July 1, 2024 and ending June 30, 2027.

#### **COMPENSATION**

EMPLOYER agrees to pay EMPLOYEE for his services pursuant to this Agreement: a base salary of One Hundred Eighty-Five Thousand Six Hundred and Four Dollars (\$185,604) for the first contract year, payable in the same installments paid to EMPLOYER's other employees.

Based upon a favorable annual performance review as determined by the most current Town Council evaluation, EMPLOYEE's salary for the year commencing July 1, 2025 shall be increased by 2.5%. Based upon a favorable annual performance review as determined by the most current Town Council evaluation, EMPLOYEE's salary for the year commencing July 1, 2026 shall be increased by 2.5%.

In the event the EMPLOYEE completes the final year of this contract, the EMPLOYER shall give the EMPLOYEE a one-time payment of Nine Thousand Dollars (\$9,000). Said payment shall not be added to the base pay.

#### **HOURS OF WORK**

It is recognized EMPLOYEE must devote a great deal of time outside normal office hours on business for EMPLOYER, and to that end EMPLOYER intends that reasonable time off be

permitted to EMPLOYEE, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the Town Administrator.

## **OUTSIDE ACTIVITIES**

The employment provided for by this Agreement shall be EMPLOYEE's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to EMPLOYER and the community, EMPLOYEE may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

## **BENEFITS**

### **HEALTH, DISABILITY, AND LIFE INSURANCE**

All provisions of the Town personnel rules and regulations relating to health, vision, dental, and life and disability insurance as existing on July 1, 2024, or thereafter as may be amended, are incorporated herein by reference.

EMPLOYER shall pay the amount of premium due for supplemental term life insurance in the amount of Three Hundred Fifty Thousand dollars (\$350,000). EMPLOYEE shall name the beneficiary of the life insurance policy.

### **VACATION AND SICK LEAVE**

All provisions of the Town personnel rules and regulations relating to vacation and sick leave as existing on July 1, 2024, or thereafter as may be amended, are incorporated herein by reference. These rules shall apply to EMPLOYEE, except that EMPLOYEE shall be entitled to (6) weeks of vacation and twenty (20) sick days per year. EMPLOYEE shall be eligible to accrue and use sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or available to any other employees, and under the same rules and provisions applicable to other employees, including any leave buy-back agreements. There shall be no provision for payment for accrued or unused sick leave.

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 (1) day will be granted for the purpose of attending the funeral.

EMPLOYEE shall be allowed thirty-two (32) hours per year, non-accruing, for the purposes of transacting personal business.

### **RETIREMENT**

EMPLOYER will contribute a match of 9% of EMPLOYEE's annual salary amount to the EMPLOYER-sponsored money-purchase retirement plan.

### **AUTOMOBILE**

EMPLOYEE shall be provided with an automobile allowance of Five Hundred Twenty Dollars (\$520) per month in consideration for which he shall be responsible for providing his own transportation for all work related to in-state travel. The annual automobile allowance shall be increased by One Hundred Twenty Dollars (\$120) per year in year two and three of this Agreement. Throughout the term of his employment, EMPLOYEE shall secure and provide EMPLOYER with proof of appropriate auto insurance coverage.

## **GENERAL BUSINESS EXPENSES**

EMPLOYER agrees to budget and pay for the professional dues and subscriptions of EMPLOYEE necessary (as determined by EMPLOYER in consultation with EMPLOYEE) for his continued 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.

EMPLOYER hereby agrees to budget for and to pay, after submission to and approval by EMPLOYER, expenses for EMPLOYEE associated with conducting the business of the Town and for professional meetings and training programs intended to continue professional development of EMPLOYEE.

Recognizing the importance of constant communication and maximum productivity, EMPLOYER shall provide EMPLOYEE, for business use, a laptop computer, software, and mobile phone required for EMPLOYEE to perform his duties and to maintain communication with EMPLOYER's staff and officials, as well as other individuals who are doing business with EMPLOYER. Upon termination of EMPLOYEE's employment, the equipment described herein shall remain the property of EMPLOYER and at the discretion of EMPLOYER any mobile phone number may be transferred to EMPLOYEE.

## **RESIGNATION AND TERMINATION**

### **RESIGNATION**

EMPLOYEE agrees, so long as he is reasonably able, to remain in the position at least through June 30, 2027, and to provide EMPLOYER with at least sixty (60) days advance notice, exclusive of vacation time, of his intent to resign or terminate, whenever that may be.

### **TERMINATION**

For the purpose of this Agreement, termination shall occur:

When the majority of the Town Council votes to terminate EMPLOYEE in accordance with the Town Charter at a properly posted and duly authorized public meeting, or

If EMPLOYER, citizens, or legislature acts to amend any provisions of the Town Charter pertaining to the role, powers, duties, authority, or responsibilities of EMPLOYEE's position that substantially changes the form of government, EMPLOYEE shall have the right to declare that such amendments constitute termination, or

If EMPLOYER reduces the base salary, compensation, or any other financial benefit of EMPLOYEE such action shall constitute a breach of this Agreement and will be regarded as a termination, or

If EMPLOYEE resigns following a suggestion or request by EMPLOYER as representative of the majority of the Town Council, whether formal or informal, that EMPLOYEE resign, then EMPLOYEE may declare a termination as of the date of the suggestion or request.

## **SEVERANCE**

It is agreed and understood that should EMPLOYER wish to terminate the services of EMPLOYEE prior to June 30, 2027, EMPLOYEE will be entitled to sixty (60) days' notice and a severance payment equal to the remainder of EMPLOYEE's contract, but not less than nine (9) 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.

## **PROFESSIONAL LIABILITY**

### **INDEMNIFICATION**

To the maximum extent permitted by law, EMPLOYER must defend, save harmless, and indemnify EMPLOYEE from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to EMPLOYEE's reasonable attorney's fees incurred in such action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, 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 Administrator, even if said claim is brought/filed following EMPLOYEE's separation from employment or based upon EMPLOYEE's own alleged negligence or misconduct, provided that at the time of the alleged act or omission, EMPLOYEE was then acting within the scope of his duties. Under these circumstances only, EMPLOYER and/or its insurer must pay the amount of any settlement or judgment rendered thereon, and further, EMPLOYER and/or its insurer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to EMPLOYEE.

In connection with those claims or suits involving EMPLOYEE in his/her professional capacity, EMPLOYER must defend EMPLOYEE and/or must retain and pay for an attorney to represent EMPLOYEE (including all fees and costs) in connection with any such suit, claim, complaint, mediation, arbitration, or similar actions.

The EMPLOYER 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.

### **BONDING**

The Town shall provide EMPLOYEE with Public Officials Liability Insurance and a Performance Bond if such a bond be required by the Town.

This Personal Service Agreement shall become binding upon the parties upon execution.

The Council of the Town of Portsmouth approved this Agreement by vote on \_\_\_\_\_ and is executed on its behalf by the Council President.

\_\_\_\_\_  
Kevin M. Aguiar, Council President

This Agreement executed by Richard A. Rainer, Jr. on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Richard A. Rainer, Jr.

Approved as to form on \_\_\_\_\_, 2024 by Kevin P. Gavin.

\_\_\_\_\_  
Kevin P. Gavin  
Town Solicitor

**Other comparable pay rates**

*(Base Pay + Longevity only)*

			<b><u>Assume 2.5% raises</u></b>					
		FY24		FY25		FY26		FY27
Portsmouth Superintendent	\$	178,209	\$	182,664	\$	187,231	\$	191,912
Barrington	\$	162,000	\$	166,050	\$	170,201	\$	174,456
East Greenwich	\$	192,000	\$	196,800	\$	201,720	\$	206,763
Middletown	\$	185,712	\$	190,355	\$	195,114	\$	199,992
Newport	\$	186,985	\$	191,660	\$	196,451	\$	201,362
North Kingstown	\$	159,650	\$	163,641	\$	167,732	\$	171,926
South Kingstown	\$	178,171	\$	182,625	\$	187,191	\$	191,871
West Warwick	\$	153,080	\$	156,907	\$	160,830	\$	164,850
Westerly	\$	178,606	\$	183,071	\$	187,648	\$	192,339