

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

The 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, 2021 and ending June 30, 2024.

COMPENSATION

The EMPLOYER agrees to pay the EMPLOYEE for his services pursuant to this Agreement a base salary of One Hundred Thirty-Five Thousand Nine Hundred Fifty-Four Dollars (\$135,954) 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, the EMPLOYEE salary for the year commencing July 1, 2022 shall be increased up to a maximum of 3%. Based upon a favorable annual performance review as determined by the most current Town Council evaluation, the EMPLOYEE salary for the year commencing July 1, 2023 shall be increased up to a maximum of 3%.

In the event the EMPLOYEE completes the final year of this contract the EMPLOYER shall give the EMPLOYEE a one-time payment of Eight Thousand Dollars (\$8,000). Said payment shall not be added to the base pay.

HOURS OF WORK

It is recognized the EMPLOYEE must devote a great deal of time outside the normal office hours on business for the 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 the EMPLOYEE'S primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the EMPLOYER and the community, the 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, 2021 or thereafter as may be amended are incorporated herein by reference.

The EMPLOYER shall pay the amount of premium due for supplemental term life insurance in the amount of Three Hundred Fifty Thousand dollars (\$350,000). The 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, 2021 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 (5) weeks' 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.

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

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

RETIREMENT

The EMPLOYER will contribute a match of up to 8% of the EMPLOYEE's annual salary amount to the EMPLOYER-sponsored money-purchase retirement plan.

AUTOMOBILE

The EMPLOYEE shall be provided with an automobile allowance of Four Hundred Fifty Dollars (\$450) per month in consideration for which he shall be responsible to provide his own transportation for all work related in-state travel. The annual automobile allowance shall be increased by One Hundred Dollars (\$100) per year in year two and three of this Agreement. Throughout the term of his employment, the EMPLOYEE shall secure and provide the Town with proof of appropriate auto insurance coverage.

GENERAL BUSINESS EXPENSES

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 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.

The EMPLOYER hereby agrees to budget for and to pay, after submission to and approval by EMPLOYER, expenses for the 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 the 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 the EMPLOYER and at the discretion of the EMPLOYER any mobile phone number may be transferred to the EMPLOYEE.

RESIGNATION AND TERMINATION

RESIGNATION

The EMPLOYEE agrees, so long as he is reasonably able, to remain in the position at least through June 30, 2024 and to provide the 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 the EMPLOYEE in accordance with the Town charter at a properly posted and duly authorized public meeting.

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

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

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

SEVERANCE

It is agreed and understood that should the EMPLOYER wish to terminate the services of the EMPLOYEE prior to June 30, 2024 the EMPLOYEE will be entitled to sixty days' notice and a severance payment equal to 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 of malfeasance, there shall be no severance payment.

PROFESSIONAL LIABILITY

INDEMNIFICATION

To the maximum extent permitted by law, the EMPLOYER must defend, save harmless, and indemnify the 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, the EMPLOYEE was then acting within the scope of his/her duties. Under these circumstances only, the EMPLOYER and/or its insurer must pay the amount of any settlement or judgment rendered thereon, and further, the 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 the EMPLOYEE.

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

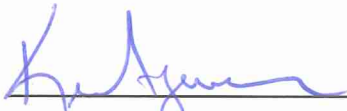
The EMPLOYER agrees to provide for the cost of legal representation post-employment for any matter occurring out of the official actions of the EMPLOYEE during the term of this agreement.

BONDING

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

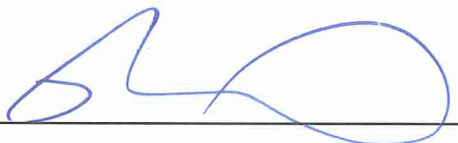
This offer of Employment shall become binding upon the parties upon execution.

The Council of the Town of Portsmouth approved this Agreement by vote on 14 June 2021 and is executed on its behalf by the Council President.



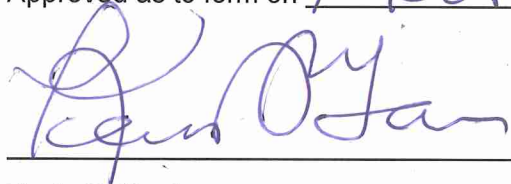
Kevin M. Aguiar, Council President

This Agreement executed by Richard A. Rainer, Jr. on 18 June, 2021.



Richard A. Rainer, Jr.

Approved as to form on ~~Kevin P. Gavin~~ 7/1/2021, 2021 by Kevin P. Gavin.



Kevin P. Gavin
Town Solicitor