

Town of Hampton



EMPLOYMENT AGREEMENT

This Employment Agreement ("The Agreement") effective as of November 27, 2017 by and between the Town of Hampton, a municipal corporation of the State of New Hampshire, with a principal place of business at 100 Winnacunnet Road, Hampton, New Hampshire ("the Town"), and Frederick W. Welch, of 191 Walton Road, Seabrook, New Hampshire ("the Employee")

RECITALS

1. General

The above named Employee shall continue in the employment of the Town as Town Manager, having commenced in that position on March 12, 2007, pursuant to the provisions of New Hampshire Revised Statutes Annotated (RSA), Chapter 37, and having all powers and duties as set forth herein in addition to said Chapter 37 and other laws related thereto until June 30, 2020. Beginning on July 1, 2020, the Employee will transition into the position of part-time Deputy Town Manager, and will remain in that position until June 30, 2021, throughout the entire term of this Agreement, the Employee will be considered a salaried Employee.

2. Term and Exclusive Employment

Subject to the terms hereinafter as to Severance and Voluntary Resignation, the Manager (Employee) agrees to remain in the exclusive employment of the Town of Hampton until June 30, 2021, provided that the Town of Hampton Board of Selectmen may renew the contract (Employment Agreement) in its discretion., and to have no other employment during that period except, pursuant to RSA 37:9, justice of the peace or notary public and may be appointed, subject to the approval of the Board of Selectmen, to regional or state boards, committees, or commissions provided there is no incomparability with his duties under RSA Chapter 37.

3. Salary

Subject to the terms and conditions of this Contract (Agreement), and while engaged in and performing his specified duties for the Town, the Manager (Employee) shall be paid an annual salary as follows: \$116,368.72 gross, payable in weekly installments of \$2,237.86 gross each week through April 1, 2018 and such increased sums as the Town of Hampton Board of Selectmen shall

vote to pay the Manager (Employee) following his performance evaluation at the end of twelve (12) months, that shall end on December 31 of each year, as set forth in Paragraph 7 below for the years 2018, 2019, 2020 and 2021 any increases in compensation shall become effective April 1, for each year.

4. Termination

Prior the expiration of this Contract (Agreement) the Manager may be terminated on the occurrence of any of the following events:

- A. Mutual Agreement** of the parties or voluntary resignation of the Employee (Manager), who shall provide 30 calendar days prior written notice of his resignation prior to the effective date of said resignation.
- B. Death, or disability of the Manager.** Disability shall be determined by a neutral professional retained by the Town of Hampton Board of Selectmen to determine whether the Manager (Employee) is disabled.
- C. This Contract (Agreement) may be terminated by the Town of Hampton Board of Selectmen for cause defined as follows in accordance with the removal procedures contained in RSA 37:**
 - 1. The conviction of the Manager (Employee) for a felony or a crime of moral turpitude in any jurisdiction by a Court of component jurisdiction.
 - 2. Conduct of the Manager (Employee) which brings disgrace, scandal, or disgrace to the Town of Hampton, termination to be in accordance with the provisions of RSA 37.
 - 3. Failure of the Manager (Employee) to comply with any term or condition of this Agreement. Termination to be in accordance with the provisions of RSA 37.
 - 4. The failure to carry out any lawful voted order or policy directive of the Board of Selectmen. Termination to be in accordance with the provisions of RSA 37.
 - 5. The failure to carry out, through malfeasance, misfeasance, or nonfeasance, the responsibilities of the office of Town Manager. Termination to be in accordance with the provisions of RSA 37.

6. Severance

Should the Town of Hampton Board of Selectmen desire to terminate this Contract (Agreement) for any reason for cause other than those delineated in Section 4 above, or should the Town of Hampton Board of Selectmen and the Manager (Employee) agree to terminate this Contract (Agreement), then the Manager (Employee) shall be entitled to severance benefits. Which shall consist of a lump sum payment of one month's gross salary for each full year of service, calculated at the time of severance with taxes deducted on the basis of weekly salary for the number of weeks for the service period used to calculate the lump sum severance. Additionally, any severance benefits a lump sum cash payment in lieu of any unused leave. Further severance benefits shall include a payment by the Town to the 457(b) Plan covering the Manager

(Employee) pursuant to Section 11 herein for the same period of time for which the lump sum salary benefit is paid. The Town shall continue health insurance benefits pursuant to Section 9 herein to cover the same period of time for which the lump sum salary benefit is paid. In calculating any lump sum payment for salaries or leave shall be based upon weekly payment schedules for taxes. Payments for health insurance (if any) shall be retained by the Town who shall continue the Manager (Employee) on the Town's health insurance as an Employee for the full severance period for this benefit that includes dental insurance. The Town shall deduct from the severance a sum equal to any disability insurance voluntarily carried by the Manager (Employee) on the same terms as if the Manager (Employee) was still employed and shall pay out such deduction to the insurance carrier for the number of months in the severance as a form of continued employment in the same manner as health and dental insurance. In the case of the death of the Manager (Employee) during severance all remaining benefits shall be paid in a lump sum to the Manager's (Employees) beneficiaries.

7. Severance Constitutes Release

The acceptance by the Manager of the severance benefits provided under this Contract (Agreement) shall constitute a full and complete release of any other rights, claims, or causes of action, whether in law, equity, or otherwise that the Manager (Employee) may have against the Town, its officers, agents, elected and appointed officials, or employees, and the Manager (Employee) upon acceptance of such benefits and severance in accordance with this Agreement and its provisions shall sign a separate comprehensive release.

8. Performance Evaluation

- A.** The Board of Selectmen shall review and evaluate the performance of the Manager (Employee) every twelve months. The goals and objectives may be added to or deleted from as the Board of Selectmen may from time to time determine in consultation with the Manager (Employee). Further, the Board of Selectmen shall provide the Manager (Employee) with a summary written agreement of the findings of the Board and provide adequate opportunity for the Manager (Employee) to discuss the evaluation with the Board.
- B.** On the occasion of the evaluation of the Manager (Employee), the Board and the Manager shall define such goals and performance objectives as they may determine necessary to the proper operation of the Town and in the attainment of the Board's policy objectives; and shall further establish a relative priority among those various goals and objectives in order to reduce the said goals and objectives to writing. Goals and objectives are to be attainable within the time limitations as specified, and within the annual operating budget and appropriations provided, subject to compliance with the provisions of applicable laws.

9. Automobile

The Manager (Employee) shall use his personal automobile for Town business purposes, for which he shall be reimbursed at the prevailing mileage rate prescribed by the United States Internal Revenue Service.

10. Non-Salary Compensation

The Manager (Employee) shall be eligible and subject to Chapter 3 COMPENSATION of the Town of Hampton Personnel Policy effective January 1, 2004, except that the Manager (Employee) shall not be an employee at will and may be removed or disciplined only for just cause pursuant to RSA 37:3. The Manager (Employee) is a Department Head as used in said Policy as of January 1, 2004. Areas covered are: Holidays; Annual Leave; Workers' Compensation benefits; Leaves of Absence; Life Insurance; Health Insurance; Dental Insurance, Tuition Reimbursement; and Safety.

11. Disability Insurance and Benefits

The Manager (Employee) at his expense may purchase disability insurance at the group rate offered to Town Employees.

12. 457(b) Plan Contribution

In recognition of the Manager's (Employee's) position being exempt from coverage under the State of New Hampshire Retirement System, the Town of Hampton agrees that so long as the Manager (Employee) remains in the Town's employ under the terms of this Contract (Agreement), the Town of Hampton shall contribute on behalf of the Manager (Employee) to his 457(b) Plan established under New Hampshire Statutes Annotated (RSA) 101-B, on a weekly basis, a sum equal to 8.75% of the Manager's (Employee's) gross weekly salary.

13. Dues, Subscriptions, and General Expenses

The Town of Hampton agrees to budget and pay for professional dues and subscriptions for the Manager (Employee) necessary for his continuation and full participation in the International City/County Management Association and one other State organization which he determines necessary and desirable for his continued professional participation, growth, and advancement and for the good of the Town of Hampton. Other expenses incurred in connection with Town business shall be reimbursed pursuant to the Town of Hampton's Policies and Procedures.

14. Indemnification

The Town of Hampton agrees and does indemnify and hold harmless the Manager (Employee) from any and all losses, including reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action or suit, or judgement arising out of any act or omission of the Manager, it at the time of said act or omission, the Manager was acting within the scope of his employment and without malice or bad faith. This paragraph implements the provisions of New Hampshire Revised Statutes Annotated (RSA) 31:105 and 31:106.

15. Bonding

The Town of Hampton shall bear the full cost of any fidelity or other bonds required of the Manager (Employee) under any law, administrative regulation or ordinance.

16. Severability

If any provision of this Contract (Agreement) is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, so long as the purposes of this Contract (Employment Agreement) can be achieved in the absence of the invalid or unenforceable provision of this Contract (Agreement). The parties agree to attempt to renegotiate a contractual provision substituting for the provision of this Contract (Agreement) found to be invalid and unenforceable.

17. Notices

Notices pursuant to the Contract (Agreement) shall be given by deposit in the custody of the United States Postal Service, postage prepaid, certified or registered mail, registered tracking service, return receipt required, addressed as follows:

1. Town: Chairman, Board of Selectmen, Town Offices
100 Winnacunnet Road
Hampton, New Hampshire 03842

2. Manager (Employee): Frederick W. Welch, Town Manager, Town Offices
100 Winnacunnet Road
Hampton, New Hampshire 03842

and

Frederick W. Welch

191 Walton Road
Seabrook, New Hampshire 03874

Alternatively, notices required pursuant to this Contract (Agreement) may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the percipient. Notice shall be deemed to have been given as of the date of the personal service or as of the date of the return receipt of such written notice from the United States Postal Service.

18. Governing Law and Venue

This Contract (Employment Agreement) shall be governed by the laws of the State of New Hampshire and venue shall be lodged in the state courts of New Hampshire, and each party to this Contract (Agreement) hereby irrevocable assents to the exclusive jurisdiction and venue of such courts.

19. Merger

The text of this written Contract (Employment Agreement) constitutes the entire understanding between the parties with respect to the employment of Frederick W. Welch as the Town Manager of the Town of Hampton, and may be modified only in writing signed by the parties hereto

Dated at Hampton, New Hampshire this 27th day of November, 2017



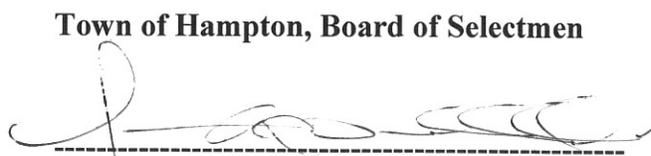
Witness

TOWN MANAGER

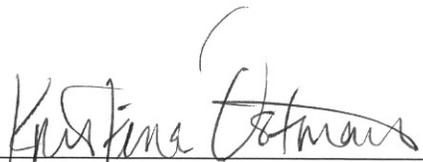

Frederick W. Welch, Town Manager



Witness

Town of Hampton, Board of Selectmen


James A. Waddell, Chairman



Witness



Regina M. Barnes, Vice Chairman



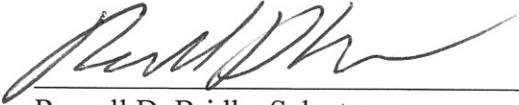
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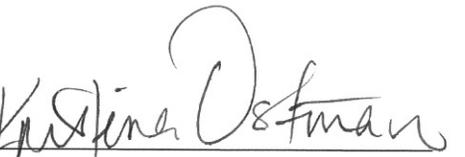
Richard P. Griffin, Selectman



Witness



Russell D. Bridle, Selectman



Witness



Philip W. Bean, Selectman