



This agreement is made and entered into this _____ day of _____, 2019, between the Town of Boonsboro, hereinafter called TOWN, and Paul Mantello, hereinafter called EMPLOYEE, pursuant to these terms and conditions:

(a) WHEREAS, the TOWN wishes to employ the services of Paul Mantello as Town Manager of the Town of Boonsboro; and

(b) WHEREAS, the TOWN and EMPLOYEE desire to provide for certain procedures, benefits and requirements regarding the employment of EMPLOYEE by the TOWN; and

(c) WHEREAS, EMPLOYEE accepts employment as Town Manager of said Town under the terms and conditions recited herein.

NOW, THEREFORE, TOWN and EMPLOYEE agree to the following:

Term: (a) Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in this agreement.

(b) Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his/her position with Employer, subject only to the provision set forth in this agreement.

(c) The term "employed" shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on employee's time off.

(d) Employee shall be retained as Town Manager of the Town of Boonsboro for a two (2) year period, commencing with the date of execution of this agreement.

(e) In the event written notice is not given by either party to this agreement to the other 90 days prior to the termination date as hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of two years. Said agreement shall continue thereafter for two-year periods unless either party hereto gives notice to the other party that the party does not wish to extend this agreement for an additional two-year term.

Duties: Employer hereby agrees to employ the Employee to perform the functions and duties specified in the Town Charter, and to perform other legally permissible and proper duties and functions as the Mayor and Council shall from time to time assign.

Hours of Work: It is recognized that the Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take reasonable compensatory time off as he/she shall deem appropriate during said office hours.



Salary: (a) Employer agrees to pay Employee for services rendered pursuant hereto an annual base salary of \$63,514.88, payable through the payroll system at the same time as other employees of the Employer are paid generally.

(b) In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other management employees generally.

Health and Welfare: Employer agrees to provide the Employee with, and pay for, insurance policies for life, accident, health, medical, etc. on the same basis and in the same amounts as the Employer provides said health and welfare benefits to other employees.

Personal Leave: (a) Employee shall accumulate personal leave at a rate of 3.08 hours per pay period, for the first year of employment. After one year of employment, the Employee shall accumulate personal leave at a rate of 4.62 hours per pay period.

(b) Upon termination, whether voluntary or involuntary, Town shall compensate Employee for all accrued personal leave. Said compensation shall be based upon Employee's salary as the date of employment termination.

Business Expenses: City shall reimburse Employee for all employment-related expenses, including, but not limited to, meals, civic club membership and subscriptions.

Conferences, Training and Education: (a) Employee shall be reimbursed for all membership dues and the cost of attending national, state and local association conferences and training seminars.

Indemnification: Employer 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. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Bonding: Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Suspension: Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if

(1) a majority of Council and Employee agree, or

(2) after a public hearing, a majority of Council votes to suspend Employee for just cause; Provided, however, that Employee shall have been given written notice setting forth any charges at least ten days prior to such hearing by the council members bringing such charges.



Termination and Severance: (a) In the event Employee is terminated by the Mayor and Council, and Employee is still willing and able to perform his duties under this Agreement, then in that event, Employer agrees at its option to (1) pay employee a lump sum cash payment equal to three (3) months aggregate salary, or (2) to provide six (6) months advance written notice to the employee; Provided however, in the event the Employee is terminated because of his/her conviction of any illegal act involving personal gain to him/her, or for willful failure to perform his duties, he/she being under no disability then in that event, Employer shall have no obligation to pay the aggregate severance sum designated in this Paragraph, or give said notice.

(b) In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event other benefits are denied as agreed to herein, then in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction.

Disability: If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, for twenty working days over a thirty working day period, Employer shall have the option to terminate this agreement, subject to the severance pay requirements. However, Employee shall be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits.

Performance Evaluation: The Mayor and Council shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with criteria developed by the Mayor and Council.

Other Terms and Conditions of Employment: (a) The Mayor and Council, in consultation with the Town Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Town Charter, or any other law.

(b) All provisions of the Town Charter and/or Policy, and regulations and rules of the Employer relating to personal leave, retirement and pension system contributions, holiday and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

(c) Employee shall be entitled to receive the same personal leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment.



General Provisions:

- (a) The text herein shall constitute the entire agreement between the parties.
- (b) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- (c) If any provision, or any portion thereof, contained in this Agreement is held unlawful, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The parties agree to immediately renegotiate any part or provision in this agreement rendered or declared invalid.
- (d) This Agreement shall become effective commencing _____, 20_____.

IN WITNESS WHEREOF, The Mayor and Council of the City of _____ has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement the day and year above written.

EMPLOYER:

EMPLOYEE:

Mayor, Howard Long

Town Manager, Paul Mantello

APPROVED AS TO FORM:

City Attorney, William Wantz