

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 4th day of February 2008, pursuant to M.G.L. c. 41, §108N, by and between the Town of Marshfield, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Rocco J. Longo, of Duxbury, Massachusetts, hereafter called "Town Administrator".

WITNESSETH:

1. Employer desires to employ the service of Rocco J. Longo as Town Administrator of the Town of Marshfield, as provided by Article 4 of the Marshfield Town Charter, which Article is attached hereto, and marked "Attachment A" and
2. It is the desire of the Employer to describe and define the duties, to provide certain benefits, to establish certain terms and conditions of employment, and to set the working conditions of said Town Administrator; and
3. The Town Administrator represents that he is qualified and capable of performing the duties and responsibilities of said position; and
4. The Town Administrator desires to accept full time employment as Town Administrator of said Town and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities.

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

Section 1. Duties

Employer hereby agrees to employ the Town Administrator as Town Administrator of said Town to perform the functions and related duties of said position as specified in the Marshfield Town Charter, applicable Town Bylaws, votes of the Town Meeting, general or special laws, and the job profiles/descriptions/outlines, as agreed upon and signed by both the Employer and the Town Administrator, attached hereto, marked "Attachment B", and incorporated herein by reference, all of which may be amended, rescinded and supplemented from time to time by mutual agreement of the parties hereto; and to perform such other legally permissible and proper duties and functions as the Board of Selectmen (hereinafter called "Board"), or Town Meeting, shall from time to time assign. Provided, however that additional duties which substantially and materially change the nature or extent of the duties of the Town Administrator shall not be assigned without his consent. It is further agreed that the Town Administrator will represent Employer in collective bargaining matters not requiring the assistance of labor counsel and will be available to assist labor counsel in collective bargaining matters.

The Town Administrator hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

Section 2. Term

The term of this Agreement shall be from March 5, 2008 through February 28, 2014 unless sooner terminated in accordance with the provisions hereof. Town Administrator agrees to remain in the exclusive employ of the Employer during the term of this Agreement, and neither to accept other employment nor to become employed by any other employer during said term.

The term "employment" shall not be construed to include occasional teaching, writing, or consulting performed during Town Administrator's time off as long as the same does not interfere with the obligations the Town Administrator has to the Employer, nor is adverse to the interests of the Employer. Provided however, that the Town Administrator shall notify the Board prior to engaging in such activities.

Section 3. Salary

A. Subject to the terms and conditions of this Agreement, and while he is engaged as and performing the duties of the Town Administrator the Employer agrees to pay the Town Administrator for his services rendered pursuant hereto an annual salary. Beginning March 5, 2008, the annual salary shall be \$135,000. On March 5, 2009 and on each successive March 5th thereafter, during the initial contract term, the Town Administrator's salary and performance will be reviewed by the Employer and, based on the Town Administrator's performance, will be increased by such amount, if any, as may be mutually agreed upon by Employer and Town Administrator. Beginning July 1, 2011, the annual salary shall be \$137,700 (2% increase). Beginning July 1, 2012, the annual salary shall be \$140,454 (2% increase).

B. The Employer shall in addition to his salary contribute \$5000 annually to a deferred compensation plan chosen by the Town Administrator. Such payments shall be made weekly.

C. The Town Administrator recognizes and agrees that he will not be entitled to any salary increases or changes in benefits accorded to other town employees, unless the Employer agrees to same by an amendment to this Agreement. To that end, the terms

of this Agreement shall supersede and prevail over any terms and conditions of the Personnel Bylaw of the Town of Marshfield.

The Board shall submit to the Town Meeting appropriation requests sufficient to fund this agreement.

Section 4. Suspension, Termination and Severance Pay

A. Suspension. Employer may suspend the Town Administrator for good cause, with pay and benefits, at any time during the term of this agreement, in accordance with Article 8-2-2 of the Marshfield Town Charter.

B. Termination for Malfeasance. The Employer may terminate the service of the Town Administrator at any time for malfeasance. The provisions of Article 8-2-3 and 8-2-4 of the Marshfield Town Charter shall apply to such termination. Upon termination for malfeasance under the provisions of this paragraph all obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties. For purposes of this agreement "malfeasance" is defined as criminal misconduct or other intentional or deliberate acts involving moral turpitude, whether or not such acts are committed in the course of Town Administrator's employment with the Town.

C. Termination Other Than for Malfeasance. The Town Administrator may be terminated by the Employer for failure to meet performance goals established pursuant to Section 5 hereof, or for other good cause, as defined in Article 8-2-1 of the Marshfield Town Charter, before expiration of the aforesaid term of employment. In that event, Employer agrees to pay Town Administrator a lump sum cash payment of three months salary. Further, the Employer agrees to permit the Town Administrator to remain enrolled in the Employer's medical and life insurance plans for three months, provided

the Town Administrator pays his share of premiums attributable to his membership to the same extent as if he were still employed by the Employer.

The Employer also agrees to permit the Town Administrator to remain enrolled in the Employer's medical and life insurance plans for a further eighteen (18) months, or such longer term as may be required by applicable law, after the expiration of the period set out in the immediately preceding paragraph, provided the Town Administrator remits to the Town Treasurer one hundred percent (100%) of the insurance premiums attributable to this membership, monthly in advance. The provisions of this Section 4(C) shall survive the termination of this Agreement.

D. In the event Town Administrator voluntarily resigns his position with Employer before expiration of the term of employment provided for herein, then Town Administrator shall give the Employer one month's notice in advance unless the parties otherwise agree. In the event the Town Administrator voluntarily resigns, he shall not be eligible for severance benefits.

E. Nothing shall prevent the Employer from undertaking the termination of the Town Administrator at such time as the Town Administrator is under suspension.

F. The acceptance by the Town Administrator of the severance pay and/or benefits provided hereunder shall constitute a complete and full release of any other rights, claims or causes of action, whether in law, equity or otherwise, the Town Administrator may have against the Employer, its officers, agents, officials or employees.

Section 5. Performance Evaluation

Annually, the Board, in conjunction with the Town Administrator, shall define such goals and performance objectives, and the Town Administrator's role in the

attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Employer's policy objectives. Provided however that should there be a disagreement over the goals and objectives, then the decision of the Board shall prevail. The Board shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Town Administrator shall prepare in writing and submit for the Board's approval such goals and objectives, which shall be signed by both parties and shall be attached to and become a part of this agreement.

The Board shall review and evaluate the performance of the Town Administrator annually in March in accordance with the aforesaid goals and objectives and any other specific personal performance criteria and goals developed jointly by the Board and the Town Administrator. Further, the Board shall provide the Town Administrator with a summary written statement of the performance evaluation of the Town Administrator by the Board and provide an adequate opportunity for the Town Administrator to discuss this evaluation with the Board.

The Town Administrator shall not be terminated from his position pursuant to Section 4, Paragraph C, of this Agreement until at least three (3) months after he has received from the Board a written statement that his performance has been unsatisfactory.

Section 6. Hours of Work

Except as otherwise authorized, the Town Administrator shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Town Administrator may have to expend additional time beyond the normal Town Hall work day, and the Town Administrator agrees to do same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

The Town Administrator shall not without the approval of the Board spend more than 5 hours per week in teaching, counseling or other non-employer connected occupational activities, (which activities, regardless of said five hour limit shall not interfere with the obligations the Town Administrator has to the Employer, or be adverse to the interests of the Employer). Examples of such other activities include participation in state and regional associations. Participation as a student in continuing education shall not be considered an activity subject to this paragraph.

Section 7. Vacation, Holiday, Emergency Leave and Sick Leave

A. The Town Administrator shall accrue two weeks vacation leave as of March 5, and two further weeks of vacation leave as of July 1 of each year during the term of this agreement. A maximum of two weeks of unused vacation leave may be accumulated and carried over to subsequent years. Upon termination of this Agreement the Town Administrator shall have no right to receive any cash payment or "buyout" of sick leave.

B. Paid holidays, jury leave, and emergency leave as provided in the Employer's Personnel Bylaw (a copy of which is attached hereto, marked "Attachment

C"), shall be applicable to the Town Administrator.

C. The Town Administrator shall be allowed to buy back up to five (5) vacation days per fiscal year if existing budgetary appropriation is available; no additional funds shall be budgeted for this option.

Section 8. Health, Life Insurance and Other Benefits

The Town Administrator (which term in this context under this provision shall include his dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Marshfield on the same basis as other Town employees.

Section 9. Indemnification

Employer shall provide indemnification and legal defense for the Town Administrator in accordance with M.G.L. c. 258. Employer acknowledges that it has accepted section 13 of said c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Town Administrator, so long as the Employer would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. The Employer agrees that it will maintain its current insurance policy, or a substantially similar policy, indemnifying the Town Administrator against liability arising out of acts taken in the course of his employment. The Town Administrator shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

Section 10. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Town Administrator under any law, bylaw or regulation.

Section 11. Other Terms and Conditions of Employment

A. Reimbursement for Expenses. The Town Administrator shall be paid an allowance for business use of his private automobile in the amount of \$450 per month. The Town Administrator shall also be reimbursed for toll and parking expenses incurred in connection with his business use of his private automobile. The Town Administrator will also be reimbursed for other authorized expenses incurred in the conduct of Employer's business, including his participation in civic activities in his official capacity.

B. Professional Dues and Activities. The Employer shall annually provide, subject to appropriation, a sum not to exceed \$3,000 for professional memberships and activities, including related travel, of the Town Administrator, such sum or any part thereof to be expended upon the authorization of the Board. In March of 2009 the Employer and Town Administrator shall negotiate, based on Town Administrator's performance, whether the Town Administrator shall be granted an additional \$1000 annually to reimburse him for dues and other expenses associated with his membership in the International City Management Association.

Section 12. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows:

1. Employer: Board of Selectmen, 870 Moraine Street, Marshfield, MA 02050
2. Town Administrator: Rocco Longo, 78 Lantern Lane, Duxbury, MA 02332

Section 13. General Provisions

A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Town Administrator.

C. This Agreement shall become effective commencing March 5, 2008.

D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Town Administrator being employed as and performing the services required of the Town Administrator of the Town.

E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

IN WITNESS WHEREOF, the Town of Marshfield, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen, and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Agreement, both in duplicate, the day and year first above, written.

BOARD OF SELECTMEN



John E. Hall, Chairman




Matthew J. McDonough, Vice Chairman



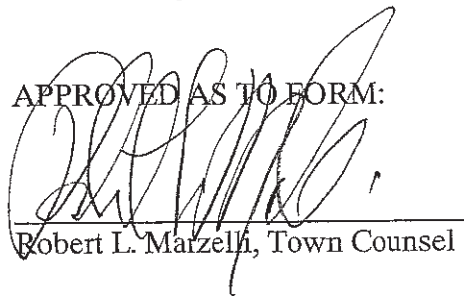
Stephen G. Robbins, Clerk

EMPLOYEE



Rocco Longo

APPROVED AS TO FORM:



Robert L. Marzelli, Town Counsel