

**EMPLOYMENT AGREEMENT
TOWN OF HOOKSETT, NH AND
ANDRE L. GARRON**

This agreement, made and entered into on the 8th day of May, 2019 and intended to become effective the 30th day of May, 2019, by and between the Town of Hooksett, NH, a municipal corporation, hereinafter called the "Town", and Andre L. Garron, hereinafter called the "Administrator", both of whom understand as follows:

WITNESSETH

WHEREAS, the Town desires to employ the services of Andre L. Garron as Administrator of the Town of Hooksett as provided by Article 4 of the Hooksett Town Charter; and,

WHEREAS, the Town Council further wants the Administrator to serve as the Town's Economic and Community Development Director and serve as the Department Head for the Community Development Department, and

WHEREAS, it is the desire of the Town Council, hereinafter referred to as "the Council", to provide certain benefits, establish certain conditions of employment, and to set the working conditions of said Administrator; and,

WHEREAS, it is the desire of the Council to: (1) secure and retain the services of the Administrator and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the Administrator's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Administrator, and, (4) to provide a just means for terminating the Administrator services; and,

WHEREAS, the Administrator accepts employment as Town Administrator of the Town of Hooksett;

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

Section 1 – Duties

The Town hereby agrees to employ Andre L. Garron as Town Administrator to perform the functions and duties as specified in Section 4 of the Hooksett Town Charter (attached hereto). Further, the Town wants the Administrator to be designated Hooksett's "Economic and Community Development Director" and perform all the duties incumbent upon the Department Head for the Community Development Department.

In all matters, the Administrator shall be subject to the direction and supervision of the Council and shall have general supervision of the affairs of the Town, shall be the administrative head of all departments of the Town government, and shall be responsible for the efficient administration thereof. The Administrator shall have access to all Town books and papers for information necessary for the proper performance of his duties and shall perform any other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2 – Term

- A. The term of this Agreement shall be for a period from May 30, 2019 through May 30, 2022, unless the town meeting votes to terminate the form of government in which case this contract will terminate in accordance with RSA 37:15. Under this termination, provisions of Section 3 shall apply.
- B. The term of this Agreement may be extended upon mutual agreement, pending satisfactory annual performance reviews.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Administrator at any time, subject only to the provisions set forth in Section 3 of this agreement.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Administrator to resign at any time from his position with the Town, subject to only the provisions set forth in Section 4 of this Agreement.

E. The Administrator agrees to remain in the exclusive employ of the Town from May 30, 2019 until May 30, 2022, and to neither accept other employment nor become employed by any other Town during this period unless the Administrator resigns or is terminated prior thereto.

The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on the Administrator's time off.

Section 3 – Termination and Severance Pay

A. In the event that the Administrator is terminated by the Council before expiration of the aforesaid term of employment, and at such time the Administrator is willing and able to perform his duties under this Agreement, then in that event the Town agrees to pay the Administrator a cash payment equal to 12 (twelve) months aggregate salary, plus all accrued benefits, representing liquidated damages, as any calculation of damages would be difficult to ascertain. However, in the event that the Administrator is terminated for just cause, the Town shall have no obligation to pay the aggregate severance sum designated in this paragraph. "Just cause" is defined in the following three paragraphs:

1. A conviction of or a plea of guilty or nolo contendere by the Administrator to a felony or misdemeanor involving fraud, embezzlement, theft, or dishonesty or other criminal conduct whether or not against the Administrator or,
2. Habitual neglect of the Administrator's duties or failure by the Administrator to perform or observe any substantial lawful obligation of employment that is not remedied within ten (10) days after written notice thereof from the Council, or,
3. Any material breach by the Administrator of this contract, all in accordance with the removal provisions in the Town of Hooksett Charter.

B. In the event the Administrator voluntarily resigns his position with the Town before the expiration of the aforesaid term of his employment, then the Administrator shall give the Town a Ninety (90) day notice in advance, unless the parties otherwise mutually agree.

Section 4 – Disability

If the Administrator is disabled or is otherwise unable to perform the essential functions of the job, with or without reasonable accommodations, because of sickness, accident, injury, mental incapacity or health, for a period beyond any accrued sick leave, the Council shall have the option to terminate the Administrator's employment, subject to the Family Medical Leave Act and Americans and Disabilities Act, as they may apply. However, the Administrator shall be compensated for any accrued vacations, holidays, and other accrued benefits.

Section 5 – Salary

The Town agrees to pay the Administrator for his services rendered pursuant to an annual salary of One-Hundred Fifteen Thousand Dollars and No Cents (\$115,000.00) payable in installments at the same time as other employees of the Town. There may be an increase of up to five percent (5%), after each annual performance evaluation in June, commencing June 2020, as determined by the Council to be effective July 1st.

Section 6 – Performance Evaluation

A. The Council shall review and evaluate the performance of the Administrator annually in June. Said review and evaluation shall be in accordance with the specific criteria which as a minimum will include a written statement of goals and objectives developed jointly by the Council and the Administrator. Said criteria may be added to or deleted from as the Council may from time to time determine in consultation with the Administrator. Further, the Chairperson of the Council shall provide the Administrator with a written summary statement of the findings of the Council and provide an adequate opportunity for the Administrator to respond in writing and to discuss his evaluation with the Council. The Council may consider a salary change at the time of the evaluation.

- B. Annually at the new Town Council's workshop, the Council and the Administrator shall define such goals and performance objectives which they determine necessary for the proper operation of the Town and the attainment of the Council's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating capital budgets and appropriations provided, and shall be primary consideration in the Administrator's evaluation.

- C. Within ninety (90) days of employment, the Town Council shall establish a detailed list of goals and objectives in addition to those duties ordinarily associated with the business affairs of the Town.

Section 7 – Hours of Work

The Administrator recognizes that he must devote a great deal of time outside the normal office hours to the business of the Town. The Administrator is expected to devote the time necessary to accomplish his duties and goals and, as a salaried employee, shall receive no additional compensation. At a minimum, the Administrator shall be expected to work forty (40) hours per week, thereby ensuring his continuing availability to the citizens of the town and the town's employees, attend meetings of the Council, and other meetings as required. The Council agrees that the Administrator may adjust his regular workweek to reasonably balance out these additional hours. For example, the Council shall allow the Administrator reasonable time off from normal duties to offset the extended hours associated with attending evening meetings. The Town shall not be responsible to pay for overtime or compensatory time, and there shall be no accumulation of compensatory time.

Section 8 – Residency

The Administrator shall not be required to establish or maintain residency in the Town of Hooksett as a condition of obtaining or retaining employment as Town Administrator for the Town of Hooksett.

Section 9 – Automobile and Mileage Allowance

The Administrator agrees that he may choose one of the options below:

- 1) Utilize his personal vehicle as may be necessary to perform his duties and responsibilities as Town Administrator. In consideration thereof, the Town shall reimburse the Administrator for all documented business miles at the rate permitted by the IRS at the time said mileage is incurred. Mileage incurred commuting to and from Hooksett from Administrator's residence is not reimbursable. The Administrator agrees to maintain, during employment, automobile insurance coverage, including liability, in amounts acceptable to the Town Council. Upon request of the Council, the Administrator will provide proof of insurance coverage.
- 2) Have exclusive usage of a Town vehicle throughout the term of this agreement as may be necessary to perform his duties and responsibilities, to include commuting to and from work, as Town Administrator. Vehicle maintenance and fuel shall be at the cost of the Town. This vehicle shall be and remain property of the Town.

Section 10 – Vacation and Sick Pay

The Administrator is entitled to four (4) weeks of vacation and nine (9) days of sick leave. The Administrator may have no more than thirty (30) days of vacation leave at any given time; use it or lose it. The Town Council must be notified of any vacation leave. Extended vacation periods in excess of two (2) weeks must be approved in advance by the Town Council to ensure there is adequate back-up coverage during that period. Sick leave cannot be carried over from year-to-year. The year of the agreement is defined as of July 1st to June 30th.

Section 11 – Health, Disability and Life Insurance

The provisions of the Hooksett Personnel Plan, rules and regulations covering health and dental insurance, life insurance, disability insurance shall apply to the Administrator starting with the date of this contract. Should the Town Administrator end employment due to retirement from the Town, he shall have health and dental insurance benefits available to him and his spouse at the same regulations covering NHRS Group I retirees.

Section 12 – Retirement

The Town agrees to contribute the amount required by the NH State Retirement System as the Group I “employer’s share” of the total contribution necessary to satisfy the Administrator’s participation in said Retirement System or will contribute an amount equal to the current Group I employer rate of gross annual salary to a 457 retirement fund, such as ICMA Retirement Corp.

Section 13 – Dues, Memberships, Subscriptions and Professional Development

The Town agrees to provide a reasonable sum in the annual budget for the Administrator to maintain membership and participation in various professional organizations, including but not limited to the International City/County Managers Association (ICMA), the America Institute for Certified Planners (AICP), associated American Planners Association (APA) membership and the Municipal Management Association of New Hampshire, and to pay reasonable fees and travel expenses relative to the Administrator’s attendance at seminars, courses and other continuing education activities directly related to the position of Town Administrator and/or the affairs of the Town as prior approved by the Town Council.

Section 14 – General Expenses

The Town recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the Administrator and hereby agrees to reimburse or to pay said general expenses as may be pre-approved and/or budgeted.

Section 15 – Computer and Cell Phone

The Town agrees to provide the Administrator with a laptop computer programmed to connect to the Town’s server and compatible business software along with tech support and maintenance. The Town also agrees to provide the Administrator with a cellular telephone, along with tech support. The Administrator will have exclusive use of said laptop and telephone throughout the term of this agreement; however, both items shall be and remain property of the Town.

Section 16 – Indemnification

The Town shall provide the Administrator with Public Officials Liability Insurance and, subject to the provisions of such insurance coverage, shall defend, save harmless and indemnify the Administrator against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of alleged acts or omissions occurring within the scope of the Administrator's duties as Town Administrator. The Town shall have no duty to defend, save harmless or indemnify the Administrator for any act or omission constituting bad faith or done with malicious intent. Additionally, to the extent that the Town may require the Administrator to secure a bond similar to the bond required of Town Managers under the provisions of NH RSA 37, the Town shall pay the cost of providing said bond.

Section 17 – Appointment of Acting Town Administrator

In the event that the Administrator is absent from the Town or otherwise unavailable to perform his duties, he may, with the consent of the Council, designate another Town employee to serve as Acting Town Administrator in his absence.

Section 18 – Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. Town: Chair, Town Council
 Town of Hooksett
 Town Offices
 35 Main Street
 Hooksett, NH 03106

2. Administrator: Andre L. Garron
 48 Pinecrest Drive
 Bedford, NH 03110

Alternatively, notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.