

EMPLOYMENT AGREEMENT EXTENSION

THIS AGREEMENT, made and entered into this ____ day of ____, 2023, by and between the **TOWN OF MILLINOCKET**, Maine, a municipal corporation, hereinafter called "TOWN," as party of the first part, and **Peter Jamieson, hereinafter** called "MANAGER," as party of the second party, both of whom understand as follows:

WITNESSETH:

WHEREAS, TOWN desires to extend the employment agreement dated January 3, 2022 for the term in Section 2 below, of said Peter Jamieson as Town MANAGER of the Town (hereinafter MANAGER) as provided by Article III of the Charter of the Town, Finance Director, Deputy Treasurer and as Economic Development Director, all as provided by Maine law and the Town Administrative Code; and

WHEREAS, it is the desire of the TOWN to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said MANAGER; and

WHEREAS, it is the desire of the TOWN to (1) secure and retain the services of the MANAGER, and to provide inducement for him to remain in such employment; (2) to define the benefits and working conditions of the MANAGER'S employment; and (3) to provide a just means for terminating MANAGER'S services at such time that TOWN may desire to terminate his employment; and

WHEREAS, Peter Jamieson desires to accept the extension of his employment agreement as MANAGER, Finance Director, Deputy Treasurer, and Economic Development Director of said TOWN under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

Section 1. Powers and Duties of the Town MANAGER

- A. The TOWN hereby agrees to employ Peter Jamieson as MANAGER, Finance Director, Deputy Treasurer, and as Economic Development Director to perform the functions and duties specified herein and in Article III of the Town Charter, the Charter, State Statutes and/or the Administrative Code, or as the Council shall assign from time to time.
- B. As required by Article II Section C218 of the Charter, neither the Council nor any of its committees or any of its members shall dictate the appointment of any person to office, or

employment by the Town MANAGER or in any manner to interfere with the Town MANAGER or prevent him from exercising his own judgment in the appointment of officers and employees in the administrative service. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the Town MANAGER, and neither the Council nor any member thereof shall give orders to any of the subordinates of the Town MANAGER.

- C. The MANAGER shall be the executive and administrative head of the Town as well as Finance Director, Deputy Treasurer and Economic Development Director and shall be responsible to the Town Council for administration of all departments.

Section 2. Term

- A. The MANAGER serves at the pleasure of the Town Council for a five (5) year extended term commencing on January 2, 2023 and expiring on January 1, 2028, and nothing herein shall be taken to prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of the MANAGER at any time subject only to the provisions of Section 3 of this Agreement. The MANAGER's extension date will commence on Monday January 3, 2023.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time from his position with TOWN. However, in the event MANAGER voluntarily resigns as MANAGER before expiration of the term of this Agreement, the MANAGER shall give the Council Chair ninety (90) calendar days advance notice unless the parties agree otherwise. In the event the MANAGER fails to give the required notice and the parties have not agreed otherwise, accumulated sick leave per the Town Personnel Policy, if any, will be forfeited.
- C. The MANAGER agrees to remain in the exclusive employ of the TOWN while employed by the TOWN except if given permission by the Council for outside work, presentations or consulting that will not interfere with his duties of Millinocket Town MANAGER.

Section 3. Termination and Severance Pay

- A. The TOWN has the right to terminate the MANAGER / Finance Director / Deputy Town Treasurer / Economic Development Director prior to the expiration of this Agreement without cause. In the event of such termination, the Town shall pay to the MANAGER a severance payment equal to three (3) months' pay plus continuation of health insurance coverage for the same period of time. The number of months described above for salary and health insurance payments will be increased by one (1) month after completion of each year of service to a maximum of six (6) months. Severance pay will be in addition to all accrued vacation, sick,

and other leave the MANAGER may have earned or accumulated.

The MANAGER waives the provisions of Article II Section C217 of the Charter, and due process and property rights under Maine and federal law, concerning removal for cause and the procedural provisions for determination of cause, including, but not limited to adoption of a preliminary resolution, MANAGER's reply to the resolution, public hearing and final resolution of removal.

In the event a majority of the Town Council desires to terminate the MANAGER pursuant to this subparagraph after expiration of the probationary period, the Chairman of the Council shall notify the MANAGER and arrange for an executive session(s) between the Council and the MANAGER to discuss the terms and conditions of his employment and the extent to which Council members are dissatisfied with his performance of his duties. The executive session(s) shall be conducted in accordance with Maine law and shall be scheduled at the convenience of the MANAGER and the Council members dissatisfied with the MANAGER's performance and all such members shall attend the executive session(s) to discuss their concerns with the MANAGER and explain the basis for their individual dissatisfaction. Following such executive session or sessions, the Council may vote to terminate this agreement.

- B. The Town Council agrees to provide at least a ninety (90) day notice to the MANAGER of its intent not to renew this Agreement at its expiration.
- C. In the event the MANAGER is terminated because of his conviction of any illegal act involving personal gain to himself, then in that event TOWN shall have no obligation to pay the aggregate severance sum designated herein.
- D. The terms of this Agreement shall remain in full force and effect and hold over on a day-to-day basis until a successor Agreement has been negotiated and entered into by the MANAGER and TOWN, or until the MANAGER'S employment has been terminated as provided herein.
- E. In the event of death of the MANAGER during the term of this contract, all accrued benefits such as salary, vacation and other benefits accrued to date of death, consistent with the treatment of other full-time employees under the Personnel Policy shall be paid to the MANAGER'S estate.

Section 4. Salary

A. The TOWN agrees to pay \$90,000 for his services rendered pursuant hereto as MANAGER, Finance Director, Deputy Treasurer and Economic Development Director and such compensation shall be payable in installments at the same time as other employees of the TOWN are paid. The TOWN agrees to an annual increase effective January 1st of the second, third, fourth, and fifth years of this extended contract term in the MANAGER'S pay of \$5,000 plus the cost of living increase given to all other Town employees.

Section 5. Retirement/Deferred Compensation

- A. The MANAGER shall be eligible to participate in all retirement programs offered by the TOWN for other administrative employees, including the Maine Public Employees Retirement System and ICMA Deferred Compensation Program.

- B. Both the TOWN and MANAGER will make required contributions to the Social Security System.

Section 6. Insurance Coverages

- A. The MANAGER shall be covered by the same disability insurance coverage for the MANAGER as provided for other administrative employees.

- B. The MANAGER shall be covered by the same health and dental plans as all other employees. The TOWN and the MANAGER shall share the cost of the insurance premiums in the same manner as is in effect for department head level administrative employees.

Section 7. Automobile

- A. The MANAGER shall be reimbursed at the IRS allowable rate for out-to-town business travel (outside the greater Millinocket area) using his personal vehicle. The MANAGER shall not be reimbursed for commuting to and from his home in Millinocket.

Section 8. Other Benefits

- A. The MANAGER shall be entitled to twenty (20) days of vacation every twelve (12) months during the term hereof which shall accrue and may be carried over as provided in the Town's Personnel Policy.

- B. The MANAGER shall earn and accrue sick and personal leave at the rate prescribed by the Personnel Policy for other administrative employees.
- C. The MANAGER shall be entitled to those benefits provided full time Town employees in the Personnel Policy except where this contract provides or controls other or alternate benefits or compensation.
- D. The MANAGER will be receive a \$65 per month stipend toward his personal cell phone use and will receive a Town laptop for use if requested.
- E. The MANAGER shall receive a 2% commission on NEW BUSINESS he brings to the TOWN as Economic Development Director. NEW BUSINESS will not include expansions or further development by existing businesses in the TOWN or the members who own the existing businesses. The commission will paid on the increase in the taxes received by the TOWN the following year for both personal and property taxes paid by the NEW BUSINESS.

Section 9. Professional Development

- A. The TOWN agrees to budget for and to pay the professional dues, subscriptions, travel, seminars or short courses and subsistence expenses of the MANAGER for professional participation and travel, meetings and occasions adequate to continue his professional development. Said participation on TOWN time to include, the International Town and County Management Association (ICMA), and the Maine Town and Town Management Association, and such other national, regional, state groups and committees thereof which the MANAGER and the Council agree are desirable.
- B. The MANAGER will be required to attend as many as possible municipal training sessions that are offered by Maine Municipal Association, Maine Town and City Management Association and other entities to assist the MANAGER with his duties.

Section 10. Performance Evaluation

- A. The Town Council shall review and evaluate the performance of the MANAGER quarterly. The evaluation shall include a goal setting session with the Council.
- B. The Council Chairman shall provide the MANAGER with a summary written statement of the findings of the Town Council and provide an adequate opportunity for the MANAGER to discuss each evaluation with the Town Council.

Section 11. Indemnification and Bonding

- A. The TOWN shall defend, save harmless, and indemnify MANAGER 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 his duties as MANAGER. The TOWN will defend, compromise or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the expiration of this Agreement, to provide full and complete protection to the MANAGER, by the TOWN, as described herein, for any acts undertaken or committed in his capacity as MANAGER, Finance Director, Deputy Treasurer and/or as Economic Development Director, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following MANAGER'S employment with the TOWN. This indemnity does not include illegal or intentional acts outside of the scope of the MANAGER'S duties or outside the scope of the Town Treasurer's or Finance Directors or Economic Development Director's duties.
- B. The TOWN shall bear the full cost of any fidelity or other bonds required of the MANAGER or Deputy Treasurer under any law or ordinance.

Section 12. General Provisions

- A. This Agreement shall become effective as of January 3, 2023, upon adoption and approval by the Town Council of the Town of Millinocket.
- B. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- C. No term or provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making the waiver.
- D. This Agreement may be amended at any time, only in writing and duly executed by both parties.
- E. The subject headings of the Sections of this Agreement are included for the purpose of convenience only and shall in no way affect the meaning, construction or interpretation of any provision of this Agreement.
- F. This Agreement shall constitute the entire Agreement between the parties.

IN WITNESS THEREOF, the Town of Millinocket has caused this Agreement to be signed and executed in its behalf by the Chairman of its Town Council and duly attested by its Town Clerk,

and the MANAGER has signed and executed this Agreement, both in duplicate, the day and year first written above.

Peter Jamieson

Town of Millinocket

By _____
Jesse Dumais, its Chairman