

## MEMORANDUM OF AGREEMENT

Agreement made as of April 14, 2015 between the Town of Wenham ("Town") as represented by its Board of Selectmen and Peter Lombardi.

Whereas, the Town seeks to employ the services of Mr. Lombardi as Town Administrator under the terms set forth below, and Mr. Lombardi wishes to accept the position under such terms;

THEREFORE, the Town and Mr. Lombardi agree as follows:

### I. TERM

Employment under this Agreement is to commence as of May 18, 2015 and shall terminate on June 30th, 2018, unless terminated earlier as set forth below. During this period, Mr. Lombardi will be evaluated each January, beginning January 2016. At the January 2016 evaluation meeting, if the Wenham Board of Selectmen determines that Mr. Lombardi is not performing at a satisfactory level, he will be notified in writing by January 31, 2016 that his contract will terminate on June 30, 2016. If the Wenham Board of Selectmen determines at this January 2016 meeting that Mr. Lombardi's performance is satisfactory, he will be notified in writing that the initial probation period has ceased and the contract will continue to remain in effect until June 30, 2018. If the Wenham Board of Selectmen determines at the January 2018 evaluation meeting that they are not satisfied with Mr. Lombardi's performance, he will be notified in writing by January 31, 2018 that his contract will not be renewed as of July 1, 2018. Notwithstanding the above, the town may terminate this agreement at any time, for cause. For purposes of this agreement, "cause" shall mean any lawful reason as determined by the Board in its sole discretion.

Mr. Lombardi may terminate this agreement at any time by giving thirty (30) days written notice to the Wenham Board of Selectmen of his resignation.

Upon termination of this agreement Mr. Lombardi shall be entitled to receive only such wages and benefits that have been earned and accrued up to the termination date.

II. **DUTIES AND RESPONSIBILITIES.**

- A. During the term of this Agreement, the Town Administrator shall be responsible for day-to-day administration of the Town's affairs, subject to the direction of the Board of Selectmen. His duties are described in the attached Town Administrator's job description.
- B. Mr. Lombardi shall diligently, faithfully, and competently perform the above referenced duties and responsibilities, as well as responsibilities required or imposed upon him in accordance with the laws and regulations of the Commonwealth; Town policies, Directives of the Board of Selectmen, and the provisions of this Agreement.

III. **HOURS OF WORK**

Mr. Lombardi will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board.

Mr. Lombardi may accept speaking, writing, lecturing, teaching, training or other engagements of a professional nature, provided that they do not interfere with or detract from his duties as Town Administrator and are approved by the Board of Selectmen, such approval not to be unreasonably denied.

The Town Administrator recognizes that the proper performance of his duties and responsibilities under this agreement will require him to devote time outside of prescribed or regularly scheduled office hours, and acknowledges that he is exempt from Fair Labor Standards Act overtime provisions and is not entitled to any overtime pay. The Town Administrator may be allowed to take reasonable compensatory time off during said normal office hours, with the approval of the Board, for time spent at evening/weekend meetings or hearings.

IV. **COMPENSATION AND BENEFITS**

- A. In consideration of Mr. Lombardi's faithful, diligent and competent performance of his duties as provided in this Agreement, the Town shall pay him an annual salary of \$105,000, effective May 18, 2015 and continuing through June 30, 2018 subject to the provisions of Article I, payable in bi-weekly installments at the same time as other employees of the Town are paid. The Board of Selectmen may increase Mr. Lombardi's base salary on an annual basis upon

review of his performance as determined by the annual Town Administrator employee evaluation process referenced in Article V.

- B. Mr. Lombardi shall receive four (4) weeks' vacation per year that shall accrue at a rate of 1.67 vacation days per month. Up to five (5) unused vacation days may be carried over from one fiscal year to the next; however, at no time will Mr. Lombardi take more than five (5) weeks of paid vacation time in any one fiscal year. Upon the resignation, retirement, or any other termination of employment, Mr. Lombardi shall be paid for all vacation days accrued but not taken. Otherwise, Mr. Lombardi shall be eligible for such employee benefits as are normally provided to full-time Town employees, which may change from time to time, pursuant to applicable policies and proportional to the identified time period of service as Town Administrator.
- C. Mr. Lombardi shall be reimbursed for reasonable expenses incurred in the course of his duties, in accordance with the town's existing policies and procedures. These expenses might include seminars, professional dues, travel, lodging, meals, and mileage for vehicle use, working within available funding limitations, as approved in the Town Administrator's Expense Budget (FY2016=\$2,500). Lodging and out of state seminars/conferences will require the Wenham Board of Selectmen's approval. He shall also be provided a mobile phone.

V. **EVALUATION**

- A. The Board shall review and evaluate the Town Administrator every year from the date of appointment, with the first such evaluation taking place in January 2016. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and Mr. Lombardi. Further, the Chairman of the Board shall provide Mr. Lombardi with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for Mr. Lombardi to discuss his evaluation with the Board.
- B. Annually, the Board and the Town Administrator shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.
- C. Mr. Lombardi will also be evaluated on his leadership and interpersonal skills, management style, effectiveness, relations with the Selectmen and other Wenham Boards, responsiveness to requests and policy development.

VI. **INDEMNIFICATION**

- A. The Town shall defend, save harmless, and indemnify Mr. Lombardi 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 Town Administrator, even if said claim has been made following his termination from employment, provided that Mr. Lombardi acted in good faith within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to Mr. Lombardi.
- B. The Town shall reimburse Mr. Lombardi for any attorneys' fees and costs incurred by him in connection with such claims or suits involving the Town Administrator in his professional capacity.
- C. This indemnification shall also apply to Mr. Lombardi after he leaves the employment of the Town.
- D. Article VI of this Agreement shall survive any termination of this Agreement.

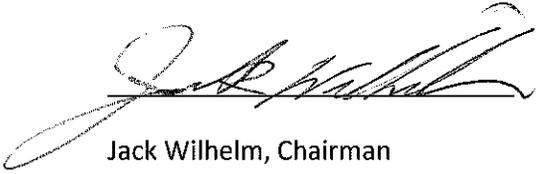
VII. **SEVERABILITY**

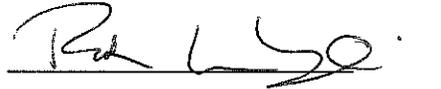
If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

VIII. **ENTIRE AGREEMENT**

This Agreement embodies the whole Agreement between the Town and the Town Administrator. This Agreement may not be changed except by agreement in writing, signed by all parties.

**TOWN OF WENHAM**

  
Jack Wilhelm, Chairman

  
Peter Lombardi, Town Administrator

4-14-15  
Date

4/14/15  
Date

  
Catherine Harrison, Vice Chairman  
4/14/15  
Date

  
Kenneth F. Whittaker, Clerk

April 14, 2015  
Date