

MEMORANDUM OF AGREEMENT  
TOWN ADMINISTRATOR

Agreement made as of 1-16, 2018 between the Town of Wenham ("Town") as represented by its Board of Selectmen and Peter Lombardi ("Mr. Lombardi" or "Town Administrator").

WHEREAS, MGL Ch. 41 Sec. 108N authorizes the Board to establish an employment contract for a Town Administrator for a period of time, to provide for salary, fringe benefits, and other conditions of employment; and,

WHEREAS, the Town seeks to continue to employ the services of Mr. Lombardi as Town Administrator on a full time salaried basis under the terms set forth below; and,

WHEREAS, Mr. Lombardi wishes to continue to serve as Town Administrator under such terms;

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

I. TERM

Employment under this Agreement commences July 1, 2018 and shall terminate on June 30, 2021, unless terminated earlier as set forth below. This Agreement shall continue to remain in effect until either party notifies the other, in writing, of its intent to terminate the Agreement. Said notification shall be made no less than sixty (60) days in advance. Notwithstanding the above, the Town may terminate this Agreement, at any time, for cause, the determination of which is at the sole discretion of the Town. Mr. Lombardi may terminate this agreement at any time by giving sixty (60) 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. REAPPOINTMENT

Based on the results of the annual performance evaluation process outlined in Article VIII, the Board of Selectmen will determine their interest in commencing negotiations for a successor agreement by September 30, 2020.

If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Administrator written notice at least nine (9) months in advance of its intent not to renew this Agreement. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional one (1) year period.

If the Board seeks to negotiate a successor agreement, both parties will endeavor to reach agreement on a successor agreement, if applicable, prior to December 31, 2020. If the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional one (1) year period.

### III. 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.

### IV. HOURS OF WORK

- A. The Town Administrator is a salaried management position. Mr. Lombardi agrees to devote the amount of time and energy which is necessary for him to properly and faithfully perform the duties of Town Administrator consistent with an established schedule of employment of no less than 40 hours per week. The Town Administrator recognizes that the proper performance of his duties and responsibilities under the 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.
- B. 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.
- C. 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.

### V. COMPENSATION

- A. In consideration of Mr. Lombardi's faithful, diligent and competent performance of the his duties as Town Administrator as provided in this Agreement, the Town shall pay Mr. Lombardi at an annual rate of \$132,000.00 effective July 1, 2018 and continuing through June 30, 2021 subject to the provisions of Article I, payable in bi-weekly installments at the same time as other employees of the Town are paid.
- B. The Board of Selectmen may increase Mr. Lombardi's base salary on an annual basis to account for cost of living adjustments and based upon their review of his performance as determined by the employee evaluation process referenced in Article VIII. Any cost of

living adjustments and/or merit increases awarded in a given fiscal year shall be included in the Town Administrator's base pay in any subsequent year.

## VI. BENEFITS

- A. 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.
- B. The Town shall reimburse Mr. Lombardi for the expense of securing short- and long-term disability policies at an annual amount not to exceed \$3,000.00.
- C. The Town shall provide Mr. Lombardi with a cellular phone and will pay for all related expenses.
- D. Other than as set forth above, 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 Mr. Lombardi's term of service as Town Administrator.

## VII. REIMBURSEMENT

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 and working within available funding limitations. These expenses might include seminars, professional dues, travel, lodging, meals, and mileage for vehicle use. The Town Administrator will notify the Board of Selectmen of any requests for lodging and/or out of state seminars or conferences in advance of making any such arrangements.

## VIII. EVALUATION

- A. The Town Administrator shall be evaluated annually by the Board of Selectmen. Said evaluations shall be held on a fiscal year basis during the month of June and as set forth below in Sections B and C. 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. As part of this annual evaluation process, 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.

#### VIII. INDEMNIFICATION

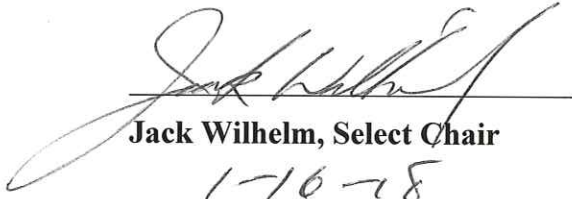
- A. The Town shall defend, save harmless, and indemnify Mr. Lombardi against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Administrator, even if 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 VIII of this Agreement shall survive any termination of this Agreement.


#### IX. 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.


IX. ENTIRE AGREEMENT

This Agreement embodies the whole Agreement between the Town and Mr. Lombardi. This Agreement supersedes any and all prior Agreements or understandings of the parties. This Agreement may not be changed except by agreement in writing, signed by all parties.

  
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**Jack Wilhelm, Select Chair**  
1-16-18  
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Date

  
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**Peter Lombardi, Town Administrator**  
1/16/18  
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Date

  
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**Catherine Harrison, Selectman**  
1-16-18  
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Date

  
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**John Clemenzi, Selectman**  
1-16-18  
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Date