

**EMPLOYMENT AGREEMENT FOR INTERIM TOWN MANAGER**

**Between Town of Uxbridge**

**And David A. Colton, Interim Town Manager**

THIS AGREEMENT, Pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 15<sup>th</sup> day of November 2017 by and between the Town of Uxbridge, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town", acting by and through its Board of Selectmen, hereinafter called the "Board", and David A. Colton, 21 Dewey Avenue, Unit 7, Provincetown, MA 02657, hereinafter called the "Interim Town Manager", as follows:

Whereas, the Board desires to appoint David A. Colton to serve as Interim Town Manager of the Town of Uxbridge on an interim basis; and,

Whereas, the Board under Chapter 41, Section 108N of the Massachusetts General Laws, may contract with the Interim Town Manager regarding his conditions of employment; and

Whereas, David A. Colton has agreed to accept the appointment as Interim Town Manager of said Town.

Whereas the position carries great responsibility and requires familiarity with Town of Uxbridge personnel and operations;

Whereas the parties desire that David A. Colton enjoys a period of acclimatization with Town Manager Genereux prior to David A. Colton's commencement as Interim Town Manager;

Now therefore, the parties agree as follows:

Mr. Colton shall work with Mr. Genereux on the following dates November 1 - November 2, 2017 for a number or hours mutually agreeable to Mr. Colton and Mr. Genereux.

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

**Section 1. Duties**

1.1 The Interim Town Manager shall perform the duties of Town Manager in the absence of the Town Manager in accordance with the provisions of Article 4 of the Uxbridge Town Charter, the Town Bylaws, and shall perform any other legally permissible and proper duties and functions as the Board of Selectmen may from time to time assign.

1.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to rescind the appointment of Interim Town Manager.

## **Section 2. Indemnification**

2.1 To the extent allowed by Massachusetts General Laws, the Town shall defend, save harmless and indemnify the Interim Town 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 Interim Town Manager, even if said claim is brought/ filed following his termination from employment, provided that at the time of the alleged act or omission the Town Manager was then Interim acting within the scope of his approved duties. Under these circumstances only, the Town (and /or its insurer) shall pay the amount of any settlement or judgement rendered thereon and further, the Town (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgement rendered thereon without recourse to the Interim Town Manager

2.2 In connection with those claims or suits involving the Interim Town Manager in his professional capacity and covered under Section 2.1 above, the Town, as its sole option, shall either retain and pay for an attorney to represent the Interim Town Manager, or reimburse any attorneys' fees and costs incurred by the Interim Town Manager in connection with same, providing the Interim Town Manger submits proper invoices and evidence of payment of same.

2.3 If the Interim Town Manager leaves the employment of the Town and serves as a witness, he shall be paid for each day of preparation and attendance at a trial on a per diem basis based on his salary at the time of his separation from employment from the town.

2.4 This Section shall survive the termination of this Agreement.

## **Section 3. Term, Mlnimum Hours and Compensation**

3.1 This Agreement shall become effective November 1, 2017 and shall be in full force and effect until a permanent Town Manager is appointed and prepared to take office or until the close of business on January 31, 2018 whichever first occurs.

3.2 The Interim Town Manager shall be responsible and have all authority of the Town Manager and shall be expected to perform to the standard expected of Town Managers. Notwithstanding the foregoing, acknowledging that the appointment is a temporary appointment to serve on an interim basis it is expected by the Board of Selectmen and the Interim Town Manager that the Interim Town Manager will be able to fulfill these requirements within a schedule not to exceed 24 hours per week.

Given the professional nature of the position, it will be the responsibility of the Interim Town Manager to determine his work schedule for the Town, although he will typically be in the Town offices three (3) days per week and attend night meetings.

3.3 The Town agrees that it shall pay the Interim Town Manager at a rate of \$65.00 per hour for all regular hours worked, within seven (7) business days from the submission of a detailed Invoice. Given the professional nature of this position, it is expected that the Interim Town Manager will monitor the business of the Town and be reachable beyond his regular office hours and respond when necessary at no additional cost to the Town for these extra hours.

3.4 The Town agrees that It shall reimburse the Interim Town Manager for any expenses related to his service to the Town consistent with its expense and mileage reimbursement policies. This Section shall survive the termination of this Agreement.

3.5 Unless provided for in this agreement, the Interim Town Manager will not be entitled to vacation or other additional benefits.

3.6 Either the Town or the Interim Town Manager may terminate this Agreement at any time, by providing forty-eight (48) hours' notice, in writing or by email to the other party.

#### **Section 4. General Provisions**

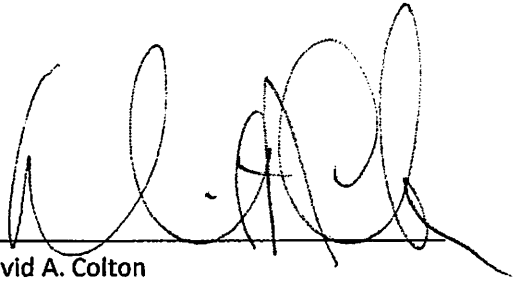
4.1 If any provision, or any portion thereof, contained in this Agreement, is held unconstitutional, invalid, unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

4.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law executors of the Interim Town Manager.

4.3 This Employment Agreement is entered in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.

IN WITNESS WHEREOF, town of Uxbridge Massachusetts has caused this Agreement to be signed and executed on its behalf by the Chairman of the Board of Selectmen, duly authorized by a vote of said Board, and attested by its Town Clerk; and the Interim Town Manager has signed and executed this Agreement, both in duplicate, on the day and year first written above.

INTERIM TOWN MANAGER


  
\_\_\_\_\_  
David A. Colton

Nov 1, 2017  
\_\_\_\_\_  
Date

TOWN OF UXBRIDGE

  
\_\_\_\_\_  
Chairman, Uxbridge Board of Selectmen

November 1, 2017  
\_\_\_\_\_  
Date

  
Uxbridge Town Clerk  
11/6/17