

EMPLOYMENT AGREEMENT

Between

**The Town of Templeton
and
Carter Terenzini**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 1st day of August, 2016 by and between the Town of Templeton, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the “Town,” by and through its Board of Selectmen, hereinafter called the “Board”, and Carter Terenzini, hereinafter called the “Interim Town Administrator”, as follows:

WITNESSETH:

Whereas, the Board of Selectmen desires to appoint Carter Teranzini to serve as Interim Town Administrator of the Town of Templeton on a periodic basis in the absence of the Town Administrator; and,

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

Whereas, Carter Terenzini has agreed to accept the appointment as Interim Town Administrator of said Town.

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

Section 1. Duties

- 1.1 The Interim Town Administrator shall perform the duties of Town Administrator in the absence of a permanent Town Administrator.
- 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 Administrator.

Section 2. Indemnification

- 2.1 The Town shall defend, save harmless and indemnify the Interim Town Administrator 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/her duties as Interim Town Administrator, even if said claim is brought/filed following his termination from employment, provided that at the time of the alleged act or omission the Interim Town Administrator was then Interim 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 judgment 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 judgment rendered thereon without recourse to the Interim Town Administrator.

- 2.2 In connection with those claims or suits involving the Interim Town Administrator in his professional capacity and covered under Section 1 above, the Town, at its sole option, shall either retain and pay for an attorney to represent the Interim Town Administrator (including all fees and costs) or reimburse the Interim Town Administrator for any attorneys' fees and costs incurred by the Interim Town Administrator in connection with same, providing the Interim Town Administrator submits proper invoices and evidence of payment of same.
- 2.3 This Section shall survive the termination of this Agreement.

Section 3. Term

- 3.1 The term of this agreement shall be for One Hundred and Twenty days (120) from the date the agreement is signed; and shall be the entire term of the Town Administrator's employment agreement, unless all parties agree to extend said term which shall be agreed to in writing by an amendment to this agreement.

Section 4. General Provisions

- 4.2 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.
- 4.3 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Interim Town Administrator.
- 4.4 This Employment Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.

Section 5. Compensation

- 5.1 The compensation shall be \$1,000.00 per week for an average of 26 hours per week and which shall be paid in a weekly, lump sum salary. The Interim Town Administrator will devote the amount of time required to manage the administrative work of Town government thoroughly and effectively for an average schedule over the life of this Agreement of 26 hours per week (excepting the period of September 17 through 25 for which the Interim Town Administrator has previously advised he would not be available - except by telephone - due to a prior commitment). The Interim Town Administrator shall be physically present in Templeton at least three days per week and shall hold regular office hours preferably and generally between the hours of 9:00 a.m. – 3:00 p.m., Monday, Tuesday, Wednesday and/or Thursday.
- 5.2 The Interim Town Administrator shall be responsible for his own travel expenses to and from his home to and from the office but shall otherwise be compensated for travel and attendance time,

mileage (at the then approved IRS rate), parking fees, tolls, registration fees, and travel per-diems in accord with Town policy while on Town business.

IN WITNESS WHEREOF, the Town of Templeton, Massachusetts has caused this Agreement to be signed and executed on its behalf by the Chairman of its Board of Selectmen, via a unanimous vote at Executive Session on July 25, 2016, and the Interim Town Administrator has signed and executed this Agreement, both in duplicate, on the day and year first above written.

INTERIM TOWN ADMINISTRATOR

Carter Terenzini
Carter Terenzini

08/01/2016
Date

Approved:
BOARD OF SELECTMEN
By Chairman

[Signature]
John Caplis, Chairman

08/01/2016
Date

ON THIS 1ST DAY OF AUGUST, 2016, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, CARTER TERANZINI, TOWN ADMINISTRATOR, AND JOHN CAPLIS, CHAIRMAN OF THE BOARD OF SELECTMEN, PERSONALLY APPEARED AND PROVED TO ME THROUGH SATISFACTORY EVIDENCE OF IDENTIFICATION, BOTH BEING PERSONALLY KNOWN TO ME, TO BE THE PERSON(S) WHOSE NAME(S) ARE SIGNED ON THE PRECEDING OR ATTACHED DOCUMENT IN MY PRESENCE.

[Signature]
HOLLY A. YOUNG, NOTARY PUBLIC

NOTARIAL
SEAL OF NOTARY:

