

## EMPLOYMENT AGREEMENT

### 1. Preamble

This Agreement is entered into between the City of Portsmouth, New Hampshire (hereinafter called "City") and Nancy Colbert Puff (hereinafter called "Employee"). This Agreement is null and void unless approved by the Portsmouth City Council.

### 2. Employment and Term

The City agrees to employ the Employee and the Employee agrees to accept employment in the position of Deputy City Manager for a 5-year term commencing on January 1, 2019 and ending on December 31, 2024. The City and the Employee acknowledge that this is a full-time, year-round position including extensive obligations outside of the normal work week. The Employee agrees to devote all of her professional efforts to the successful fulfillment of the responsibilities to the City and the City described in Paragraph 4 below.

### 3. Salary

Effective January 1, 2019, the Employee shall be placed on Grade 28, step E of the City of Portsmouth Non-Union Salary Schedule, which is One Hundred and Thirty Eight Thousand Nine Hundred and Forty Four Dollars (\$138,944) per annum, payable in no fewer than twenty-six installments and subject to such deductions as may be authorized or as may be required by law. Except as expressly described herein, the Employee shall not be entitled to any other salary enhancements.

Effective July 1 of 2019, 2020, 2021, 2022 and 2023 a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%. The COLA Adjustment percentage shall be determined by taking the 10 year average of the CPI-U for the Boston-Cambridge-Newton region all items index as computed by the Bureau of Labor Statistics of the US Department of Labor for the most recent 10 calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1983 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS.

### 4. Termination for Cause

This Agreement may be terminated by the City at any time for cause, i.e., failure on the part of the Employee to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules and regulations of the City of Portsmouth; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City of Portsmouth or as directed by the City Manager.

Termination for Cause shall take place only following written notification specifying the reasons for termination. In the event of a Termination for Cause, the Employee shall receive no severance and no further compensation beyond the last day worked.

5. Termination with Severance Payment

If at any time the City in its discretion shall so determine, the City Manager may, without cause and with or without prior notice, relieve the Employee of duties under this Agreement. In such event, the Employee shall be entitled to severance benefits. Such severance benefits shall be nine month's salary or the balance of the contract, whichever is less. As is set forth above in Section 4, if the termination is for cause, the Employee shall not be entitled to severance benefits. Severance benefits shall not be paid upon the voluntary resignation of the Employee.

6. Termination by Mutual Consent/Voluntary Resignation

This Agreement may be terminated at any time by mutual consent of the City and the Employee or by voluntary resignation of the Employee. In the event the Employee voluntarily resigns before the expiration of the term of this Agreement or any renewal thereof, the Employee shall give the City thirty (30) days written notice in advance of such resignation. In the event of voluntary resignation, the Employee shall not be eligible for severance benefits.

7. Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the City of Portsmouth, and the employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities.

8. Benefits

Except as otherwise provided herein, the Employee's fringe benefits shall be established by the collective bargaining agreement currently in place between the City of Portsmouth and the Professional Management Association. The exceptions shall be described in detail in Section 9 below.

9. Exception to Benefits in Section 8.

In lieu of or in addition to the compensation enumerated in Section 8, the Employee shall also be entitled to the following:

- a. The Deputy City Manager shall be provided with a suitable automobile for use in the performance of her duties under this Agreement.
- b. The City recognizes that certain expenses of a non-personal and generally job-

related nature will be incurred by Employee, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense vouchers, receipts, statements or personal affidavits, subject to budgetary authorization to be approved by the City Manager as an element of the annual Department budget.

- c. The City hereby agrees to pay, within budgetary constraints and subject to the approval of the City Manager, the professional dues and subscriptions of the Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations, necessary and desirable for her continued professional participation, growth and advancement.

**AGREED: The parties below acknowledge that this Agreement is subject to the approval of the Portsmouth City Council without which approval this Agreement is without force and effect.**

For the City:

Employee:

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\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Approved by the Portsmouth City Council:

\_\_\_\_\_

Date

Certified by the City Clerk

\_\_\_\_\_ City Clerk