

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into as of July 1, 2020 (the “Effective Date”) by and between the City of Lewiston, Maine, a municipal corporation duly organized and existing under the laws of the State of Maine (the “City”) by and through its Council (the “City Council and Mayor”), and Denis D’Auteuil (the “Administrator”).

The City Council desires to appoint the Administrator to serve as City Administrator to the City of Lewiston as provided in Section 3.01 of the Charter of the City of Lewiston (the City Charter”). The parties desire to enter into this Agreement to establish the terms and conditions of employment, as negotiated and agreed to by the parties.

Now, therefore in recognition of the foregoing and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

Section 1 – Duties

The City agrees to hire and employ Administrator as City Administrator of the City. The Administrator accepts such employment and agrees to perform the functions and duties specified in the City Charter, City Ordinances, and the laws of the State of Maine, as the same now exist or may be amended, and to perform such other duties and functions as the City Council from time to time reasonably assigns to the Administrator and that are otherwise commonly associated with the functions of the City Administrator.

The City Administrator agrees to faithfully serve the City in said capacity and devote their time, attention, and energies to the performance of their duties under this Agreement to the best of their abilities. The Administrator shall not participate in any non-City connected business or employment without the prior approval of the City Council.

Section 2 – Term

The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023, unless otherwise terminated pursuant to the terms of this Agreement (the “Initial Term”). The parties may extend the Agreement for an additional term of 3 years (the “Renewal Term”) by mutual agreement and approval of the City Council. The City Council will notify the City Administrator of any decision not to renew the Agreement at least 6 months prior to the end of the Initial Term. For the remainder of the Initial Term the City Administrator shall continue to provide services and be paid as provided in this Agreement until the end of the Initial Term.

Section 3 – Compensation; Hours

Base Salary: The City agrees to pay the Administrator and annual base salary of \$120,000, payable in installments in accordance with the City's usual payroll practices and procedures for management employees. Administrator's annual base salary shall increase to \$125,000 12 months after beginning employment under this Agreement, and shall thereafter be increased annually in accordance with cost of living adjustments for non-union personnel in conjunction with the City Council's annual performance evaluation of the City Administrator, which shall occur annually in July of each year of this Agreement.

Hours of Work: The normal work week is a minimum of 37.5 hours per week. The City Administrator position is exempt from overtime and the Administrator is expected to attend City Council meetings and workshops, budget meetings, and other meetings and community events which may be held evenings, early mornings, weekends, and holidays, and to work the hours necessary to meet workload demands. It is recognized that the City Administrator must devote a great deal of time outside the normal office hours on City business, and to that end the City Administrator shall be allowed to establish an appropriate work schedule. The City Administrator is also expected to be available for large scale emergencies or events that require the support of the City Administrator's Office or of the Mayor and City Council.

Residency: The Administrator shall maintain their residency within the City of Lewiston.

Section 4 – Vacation and Holidays

The Administrator shall accrue 25 work days of paid vacation time each year of the contract. The entire vacation to be accrued during a contract year shall be available for Administrator's use at the beginning of the contract year, provided that the amount of accrued vacation paid upon termination of employment by Administrator or by the City for cause pursuant to Section 14 shall be pro-rated based on the number of months actually worked by Administrator. Unused vacation may not be accumulated to more than 40 days. The Administrator shall be entitled to the same paid holidays as granted to other non-union City employees in accordance with City policy.

Section 5 – Sick Leave

The Administrator shall accumulate sick leave at the same rate as other non-union City employees in accordance with City policy. The Administrator shall receive credit for 12 sick leave days upon commencement of employment under this Agreement.

Section 6 – Health, Dental, Life, and Income Protection

The City agrees to provide to the Administrator and their dependents the same health insurance, dental insurance, life insurance, and income protection coverage and benefits afforded to other non-union City employees under City policy. The City agrees to pay toward the Administrator's health insurance

coverage an amount equal to the health insurance premium contribution that the City pays for other non-union City employees under City policy, whether Administrator participates in the City's health insurance plan of another health plan chosen by the Administrator.

Section 7 – Retirement

The City shall contribute to a deferred compensation plan selected by the Administrator through either the ICMA Retirement Corporation's 457 Deferred Compensation Plan, the MEPERS 457 Deferred Compensation Plan, or The Hartford's 457 Deferred Compensation program an amount equal to the difference between 15% of the Administrator's base salary and the amount contributed to MainePERS by the City of Lewiston; this difference is 4.9% as of the Effective Date.

Section 8 – Automobile

During the term in which the Administrator is engaged in the performance of their duties and responsibilities pursuant to this Agreement, the City agrees to provide a \$400.00 monthly allowance for automobile expenses in recognition of the requirements of the position. The City is under no obligation to reimburse Administrator for any automobile costs that exceed this amount or for any other automobile costs.

Section 9 – Dues and Subscriptions

The City agrees to budget and pay for the professional dues and subscriptions of the Administrator necessary for their continuation and full participation in the International City Management Association ("ICMA"), the Maine Town and City Management Association, and the National League of Cities.

Section 10 – Professional Development

The City agrees to pay, within the budgetary constraints of the Administrator's professional development budget, the necessary expenses of the Administrator to continue their professional development and to adequately pursue official functions of the City, including but not limited to attending and participating in the annual conferences of the ICMA, the Maine Municipal Association, the Maine Town and City Management Association, and such other nation, regional, and state governmental groups and committees thereof which the Administrator serves as a member. Professional development may also include an agreed upon schedule of classes to pursue an advanced degree program in a related field. The Administrator shall achieve 20 CPE credit hours per year unless prevented due to an emergency or other extenuating circumstances. The City Council and the Administrator may mutually agree to modify the professional development plans for each year of employment upon the Administrator's request.

Section 11 – General Expenses

The City recognizes that certain expenses of a non-personal and job-related nature will be incurred by the Administrator for purposes other than those provided for specifically in this Agreement. The City agrees to reimburse or to pay such reasonable expenses, upon receipt and approval of duly executed expense vouchers, receipts, statements, or personal affidavits from the Administrator. Additionally, the City agrees to provide a stipend equal to \$30 per month toward the cost of cell phone expenses incurred by the Administrator during employment.

Section 12 – Indemnification

The City shall defend, save harmless, and indemnify the 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 Administrator's duties as City Administrator.

Section 13 – Bonding

The City shall bear the full cost of any fidelity or other bonds required of the Administrator under any law or ordinance. In the event that Administrator shall become ineligible for continued bonding, such ineligibility shall constitute cause for termination under the terms of this Agreement and the Charter.

Section 14 – Termination

In the event that the parties enter into a resignation agreement during the term of this Agreement, a severance package consisting of 6 months' pay and benefits will be provided to the Administrator and this Agreement will be terminated with mutual releases being exchanged by the parties. In addition, this Agreement may be terminated and the Administrator may be removed from office by the City Council for cause in accordance with the procedures set forth in Section 3.04 of the City Charter, and in such event the Administrator shall have no right to receive compensation or other benefits under this Agreement or otherwise from the City for any period after such termination, except for compensation or benefits that have already been earned or vested as of the date of termination. For purposes of this Section 14, "cause" means termination due to:

- A. The Administrator's conviction (including conviction on a nolo contendere plea) of a felony or of any lesser criminal offense involving moral turpitude, fraud, or dishonesty;
- B. The willful commission by Administrator of a criminal or other act that, in the reasonable judgment of the City Council will likely cause substantial economic damage to the City or substantial injury to the reputation of the City;
- C. The commission by the Administrator of an act of fraud in the performance of their duties on behalf of the City;
- D. The continuing willful failure of the Administrator to perform their employment duties to the City;

- E. The failure of the Administrator to make adequate improvements within a reasonable amount of time after receiving a below satisfactory performance evaluation;
- F. An order of a federal or state regulatory agency or a court of competent jurisdiction requiring the termination of the Administrator's employment by the City; or
- G. A material breach by the Administrator of any material provision of this Agreement.

Section 15 – Other Terms and Conditions

The City Council, upon mutual agreement with the Administrator in writing, may fix such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other federal or state law.

Section 16 – General Provisions

- A. This Agreement and any amendments approved by the City Council and executed by the City and the Administrator constitute the entire understanding between the parties with respect to the employment of Denis D'Auteuil as the City Administrator of the City of Lewiston.
- B. This Agreement shall be binding upon the City and the Administrator, and their heirs, successors, and assigns.
- C. This Agreement shall become effective upon execution by the Administrator and the City Council.

Section 17 – Severability

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Section 18 – Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, first class, certified or registered mail, postage prepaid, addressed as follows:

The City: City of Lewiston
 Attention: Mayor
 City Hall
 27 Pine Street
 Lewiston, Maine 04240

With a copy to: City Clerk
City of Lewiston
City Hall
27 Pine Street
Lewiston, Maine 04240

Administrator: Denis D'Auteuil
14 Ledges Court
Lewiston, Maine 04240

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notices shall be deemed given upon receipt or refusal.

IN WITNESS WHEREOF, the City of Lewiston has caused this Agreement to be signed and executed on its behalf by its City Council President, and the Administrator has signed and executed this Agreement on the date first above written.



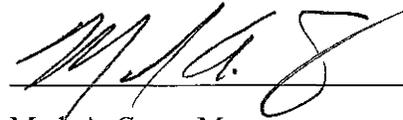
WITNESS



Denis D'Auteuil



WITNESS



Mark A. Cayer, Mayor
City of Lewiston, Maine

Pursuant to vote of the City Council on April 7,
2020