

**MODEL
EMPLOYMENT AGREEMENT**

**between
Town of _____
and
Acting Town Manager**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this _____ day of _____ by and between the Town of _____, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the “Town,” acting by and through its Board of Selectmen, hereinafter called the “Board”, and _____ hereinafter called the “Acting Town Manager”, as follows:

WITNESSETH:

Whereas, [the Board of Selectmen desires to appoint] [the Town Manager has appointed] _____ to serve as Acting Town Manager of the Town of _____ on a periodic basis in the absence of the Town Manager; and,

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

Whereas, _____ has agreed to accept the appointment as Acting Town Manager of said Town.

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

Section 1. Duties

- 1.1 The Acting Town Manager shall perform the duties of Town Manager in the absence of the Town Manager in accordance with the provisions of Section _____ of the Town Charter.
- 1.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board/ (Town Manager) to rescind the appointment of Acting Town Manager.

Section 2. Indemnification

- 2.1 The Town shall defend, save harmless and indemnify the Acting 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/her duties as Acting Town Manager, even if said claim is brought/filed following his/her termination from employment, provided that at the time of the alleged act or omission the Acting Town Manager was then acting within the scope of his/her 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 Acting Town Manager.
- 2.2 In connection with those claims or suits involving the Acting Town Manager in his/her 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 Acting Town Manager (including all fees and costs) or reimburse the Acting Town Manager for any attorneys' fees and costs incurred by the acting Town Manager in connection with same, providing the Acting Town Manager 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 This Agreement shall become effective _____, and shall be in full force and effect during the term of the current Town Manager.
- 3.2 The term of this agreement shall be the term of the Town Manager's employment agreement or appointment of the current Town Manager, whichever occurs latest.

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 Acting Town Manager.
- 4.4 This Employment Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.

IN WITNESS WHEREOF, the Town of _____ Massachusetts has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen, and duly attested by its Town Clerk, and the Acting Town Manager has signed and executed this Agreement, both in duplicate, on the day and year first above written.

ACTING TOWN MANAGER

[Name]

Date

Approved:

TOWN MANAGER

BOARD OF SELECTMEN

[Name]
Date: _____

Attested:

Town Clerk: _____
 [Name]
Date: _____

Approved as to Legal Form:

Town Counsel: _____
 [Name]
Date: _____

