AGREEMENT

THIS AGREEMENT is made by and between two parties, The City of Taunton, Commonwealth of Massachusetts, by its exclusive bargaining agent **Mayor Thomas C. Hoye, Jr.**, hereinafter "The City" and **Jason D. Buffington, Esq.**, hereinafter "Attorney" or "City Solicitor".

WHEREAS the City is desirous of acquiring the services of the Attorney in the role of City Solicitor; and,

WHEREAS the Attorney is willing to perform the duties of the position of City Solicitor according to the terms and conditions of the city charter, city ordinances, and this contract; and,

WHEREAS the parties hereto desire to maintain and promote a harmonious relationship between them and to promote the welfare of the City of Taunton.

NOW, therefore, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows.

DURATION OF AGREEMENT

This agreement shall be effective as of January 4, 2016 and shall continue in full force and effect until January 5, 2018, or until a successor is appointed and qualified, or in the event of re-appointment, until the effective date thereof. Each successor agreement shall run coterminous with each successive appointment of the Attorney. Re-appointment of the Attorney to the position of City Solicitor will be by and at the discretion of the Mayor, subject to confirmation by the Municipal Council.

MODIFICATIONS

The terms and conditions of this contract will remain in full force and effect throughout the duration of the agreement, and may only be modified or amended by subsequent mutual agreement.

DUTIES

The City Solicitor must be an attorney licensed to practice in the Commonwealth of Massachusetts. The City Solicitor shall be the chief legal officer of the City of Taunton and shall perform all duties required by the City Charter and applicable law and such other duties as may from time to time be designated by the Mayor. Said duties may include:

- to examine, or cause to be examined, all titles to property;

- to draft, or approve in writing, all deeds, obligations, contracts, bonds, leases, conveyances, agreements and other legal instruments, of whatever nature, which may be required by any ordinance or order of the City Council, or by any board or officer to which the city or its agents may be a party, and which by law, usage or agreement the drawing thereof is to be at the expense of the city;
- to draft, or approve in writing, all orders for the laying out, discontinuance, change or improvement of streets, for the taking of lands for any municipal purpose whatsoever, for the assessment of betterments, and all other legal forms;
- to commence and prosecute all actions and other legal proceedings and suits begun by the city, and to defend all actions and suits brought against the city in any court or other tribunal of this Commonwealth, or of the United States;
- to appear as counsel in any other action, suit or prosecution which may involve the rights and interests of the city, and to defend any of the officers of the city in suits and prosecutions against them for any official action, or the performance of any official duty, when any right, privilege, ordinance, act, or direction of the city council may be brought in question;
- to appear as counsel before the Legislature of the Commonwealth or the United States Congress, or any committee thereof, whenever the interest and the welfare of the city may be directly or incidentally affected;
- to prepare a legal opinion in response to a request from, and upon any subject touching the duties of, the Mayor, the City Council, or any member thereof, any committee of the city government, and any board or officer of the city who may need the same in the discharge of the official duty of such individual or entity;
- to engage the assistance of other legal counsel when, in the judgment of the City Solicitor, and by and with the approval of the Mayor, the welfare of the city and the affairs of the city government so require.

TIME AND ATTENDANCE

The City Solicitor shall devote no less than forty (40) hours of his time to the City of Taunton per work week. It is understood and acknowledged that the City Solicitor may, and may occasionally be required to, work during other than usual and customary City Hall hours, and at locations other than City Hall, due to, for example, attendance at evening public meetings, availability by telephone and e-mail on nights and weekends, and under other circumstances. Nothing herein shall be construed to prohibit the Attorney from engaging in the private practice of law provided that he fully discharges his duties under this agreement and so long as the private work does not conflict with his professional obligations and duties as City Solicitor.

JUST CAUSE

The Attorney shall not be removed, terminated, discharged, dismissed, suspended or otherwise disciplined except for just cause found after hearing.

HEALTH INSURANCE

The Attorney shall be eligible for all health, dental, life and other insurance and benefits which are provided for other city employees. The City Treasurer shall deduct the Attorney's share of the cost thereof from his regular paychecks as appropriate for coverage selected by him.

PROFESSIONAL INCENTIVE

The City recognizes the importance of conducting City business in a professional manner and of the Attorneys in its Law Department projecting a professional image. The Attorney shall be paid an annual professional incentive of one thousand six hundred fifty ($1,650.00) dollars. The Attorney must be on the active payroll as of July 1 of each year. The payment shall be made on the last pay period of July each year.

PENSION

The Attorney shall be eligible to participate in the present pension and retirement plans which are available for other city employees in accordance with Massachusetts General Laws, as amended and in effect in the City of Taunton.

PROFESSIONAL DEVELOPMENT

The City recognizes its obligation for the professional development of the Attorney and agrees that the Attorney shall be given adequate opportunities to develop his skills and abilities as an Attorney and to remain current as to the state of the law. Whenever financial considerations allow, the Attorney will be allowed to attend whatever conferences and seminars he deems would be beneficial for his own professional development and awareness, with pay and without loss of any recognized leave time. The City will furthermore reimburse the Attorney for all reasonable expenses associated with attending said conferences and seminars including but not limited to travel and subsistence expenses. The City also agrees to pay for any professional dues and literature subscriptions reasonably associated to the Attorney's professional development and education.

PERSONAL DAYS

The Attorney shall be entitled to five (5) days of paid personal leave each year. Said personal days may be carried forward up to a maximum accumulation of ten (10) days. These days shall be redeemable for financial value upon leaving the employ of the City of Taunton. Yearly, at the Attorney's request, two (2) sick days may be converted to personal days.

VACATION TIME

The Attorney shall be entitled to annual paid vacation leave based upon his amount of creditable public service (as determined by the Taunton Retirement Board) in accordance with the following schedule:

6 months to 4 years	2 weeks
5 years to 9 years	3 weeks
10 years to 16 years	4 weeks
17 years to 24 years	5 weeks
25 years and longer	6 weeks

The Attorney shall have the right to carry any portion of unused vacation time from one calendar year into the next calendar year, with the approval of the Mayor, which shall not be withheld arbitrarily.

Upon the Attorney's retirement, death or termination for any reason, the City shall pay the Attorney for any accumulated but unused vacation or personal days at their then existing per diem value. The per diem value of each such day shall be one-fifth ($1/5^{th}$) of the Attorney's regular weekly pay.

For all purposes under this contract, the parties agree that, according to the Taunton Retirement Board, as of December 31, 2015, the Attorney has a total of eighteen (18) years and eight (8) months of prior creditable public service.

COMPENSATION

The base salary of the Attorney shall be two thousand five hundred twenty-two and 02/100 dollars ($2,522.02) per week.

PAID HOLIDAYS

The following holidays shall be paid holidays for the Attorney:

New Year's Day
Martin Luther King Day
President's Day
½ Good Friday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (December 24)
Christmas Day
New Years Eve (December 31)

Any holiday declared by the City, the Commonwealth of Massachusetts, or the United States of America shall be a paid holiday for the Attorney.

In the event that any of the foregoing holidays falls on a Saturday, the holiday shall be observed on the preceding Friday. In the event that any of the foregoing holidays falls on a Sunday, the holiday shall be observed on the subsequent Monday.

SICK LEAVE

The Attorney shall be entitled to one and one quarter (1 ¼) days of sick leave with full pay for each month of service. There shall be no limit to the number of unused days of sick leave that the Attorney can accumulate. The Attorney shall be entitled to sick leave as it becomes earned.

Upon his retirement, resignation, termination of employment for any reason, the Attorney, or in the event of termination of employment due to his death, his heirs or estate, shall receive a lump-sum payment equivalent to 75% of his regular day's pay for each unused day of sick leave up to a maximum of two hundred (200) days. For the purpose of computing this payment, the Attorney's regular day's pay shall be one-fifth (1/5) of this regular weekly salary at the time of leaving employ.

To the fullest extent allowed by law, the Attorney may elect to receive an annuity instead of a lump-sum payment for his accumulated sick leave by delivering, at least thirty (30) days prior to the effective date of his retirement, a notice to the City, directing it to purchase with some or all of the payment due from his accumulated sick leave days, a single premium annuity for the benefit of the Attorney, from a company designated by the Attorney.

BEREAVEMENT LEAVE

The Attorney shall be allowed death leave with pay upon the death of the Attorney's spouse, child, sibling, parent, grandchild, grandparent, in-law, or member of his family living in the same household. Such leave shall extend from the death until the day following the funeral services, but shall in no event exceed five (5) business days. Such leave shall not be extended unless the Mayor grants an extension.

In addition, one (1) day of funeral leave shall be granted to the Attorney to attend the funeral service for his aunt, uncle, niece, nephew or cousin; his spouse's aunt, uncle, niece, nephew or cousin.

JURY LEAVE

The Attorney shall be granted time off without loss of pay for services on any local, state or federal jury, including a grand jury.

LONGEVITY

The Attorney will be eligible for longevity pay in accordance with the following schedule. The longevity shall be computed based on the following percentages of fifty-five thousand dollars ($55,000.00) and paid annually to the Attorney based upon his total length of creditable public service (as determined by the Taunton Retirement Board) at the time the payment is made:

5 Years	2.7%
10 Years	3.3%
15 Years	3.9%
20 Years	4.5%
25 Years	5.1%
30 Years	5.7%

TRAVEL ALLOWANCE

The Attorney shall receive a monthly payment of four hundred and 00/100 ($400.00) dollars, paid during the first week of each month, as compensation for automobile travel expenses in the course of conducting city business under this agreement.

CONFLICTS

To the fullest extent provided by law, should there exist, now or in the future, any conflict between the terms of this agreement and any local personnel by-law, ordinance, rule or regulation, the terms of this agreement shall prevail.

SEVERABILITY CLAUSE

If any provision of this agreement is deemed illegal or unenforceable then it shall be stricken and shall not affect the remaining provisions of this contract, which shall remain in full force and effect.

SIGNATURE CLAUSE

Witness our hands and seals this 27th day of January, 2016:

The City of Taunton:

Thomas C. Hoye, Jr.
Mayor

City Solicitor:

Jason D. Buffington, Esq.