



EMPLOYMENT AGREEMENT **DIRECTOR OF FINANCIAL SERVICES**

This Employment Agreement (hereinafter "AGREEMENT") is made by and between the City of Fall River and Bridget Almon, (hereinafter "EMPLOYEE").

WHEREAS, the City of Fall River is a municipal corporation (hereinafter "CITY"), located at One Government Center, Fall River, Massachusetts 02722; and

WHEREAS, pursuant to §2-209 of the Code of the City of Fall River, the Director of Financial Services, also known as the Chief Financial Officer, shall be the head of the Department of Financial Services and shall be responsible for the management and operation of such department; and

WHEREAS, Paul E. Coogan, as the Mayor of the CITY, desires to appoint Bridget Almon to serve as the Director of Financial Services for the City of Fall River; and

WHEREAS, Bridget Almon (hereinafter "EMPLOYEE") is willing to accept employment as the Director of Financial Services for the City of Fall River; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the CITY and EMPLOYEE hereby agree as follows:

DUTIES

EMPLOYEE shall be the head of the Division of Financial Services and shall be responsible and accountable for the effective management and operation of said division in accordance with all laws, city ordinances, collective bargaining agreement, and city policies and procedures. EMPLOYEE shall report directly to the Mayor, but shall have the necessary authority to effectively and efficiently operate the Division of Financial Services. The duties of

the EMPLOYEE may include, but is not limited to, all of the responsibilities listed in §2-209 of the Code of the City of Fall River.

PERFORMANCE

EMPLOYEE shall devote sufficient time, skill and attention to her employment as the Director of Financial Services and shall, at all times, act in the best interest of the City. EMPLOYEE must perform her duties in an efficient, trustworthy, and professional manner, adhering strictly to all laws, city ordinances, collective bargaining agreements, city policies and procedures.

PERFORMANCE EVALUATION

EMPLOYEE'S performance may be reviewed and evaluated by the Mayor and/or the Mayor's designee via a written evaluation instrument during the term of this AGREEMENT.

TERM

The term of this AGREEMENT shall be three (3) years, beginning on this _____ day of April, 2022 and ending on the _____ day of April 2025, and may be renewed by mutual agreement of the parties.

COMPENSATION AND BENEFITS

The City agrees to pay EMPLOYEE an annual base salary of One Hundred Thirty-Five Thousand Dollars (\$135,000.00), payable at the same time and manner as other employees of the City of Fall River. Said salary shall continue during the period of this contract. The base salary shall be adjusted each year (January 1st) of the duration of this AGREEMENT according to the CPI-U index. Additionally, EMPLOYEE shall be entitled to the following benefits:

- A. Health, dental, life insurance, and retirement benefits.
- B. Vacation Days. Twenty-Five (25) paid vacation days per year, which will expire without compensation at the end of the calendar year (December 31st). Vacation requests must be approved by the Mayor or City Administrator, and must not interfere with effective operation of the division.
- C. Sick Leave. Sick leave shall be accrued, used, and paid in accordance with §50-151 through §50-190 of the Fall River Code, which is incorporated herein by reference.
- D. Holidays. Sixteen (16) paid holidays per year, which include New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Patriot's Day, Memorial Day,

Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve

TERMINATION

This AGREEMENT may be terminated at any time for the following reasons:

- A. Termination for Just Cause. The CITY may terminate this AGREEMENT at any time by providing EMPLOYEE with written notice of the termination for just cause, including the facts and grounds in support thereof, at least thirty (30) days prior to termination. Just cause shall be defined to include any misconduct materially related to performance of official duties, including, but not limited to, any of the following:
1. Material breach of this AGREEMENT and/or the duties contained therein;
 2. Resume fraud or other acts of material dishonesty in the hiring process;
 3. Unauthorized leave;
 4. Conviction of a felony offense or a misdemeanor involving moral turpitude;
 5. Material violation of the CITY's laws, ordinances, or regulations, including, but not limited to, the CITY policies against discrimination or harassment;
 6. Use and/or possession of illegal drugs;
- B. Termination Due to Incapacity. The CITY may terminate this AGREEMENT due to the incapacity of the EMPLOYEE, which is defined as an inability to perform the Duties of the position for a continuous period of over sixty (60) days.
- C. Termination Due to Resignation, Retirement, or Death. This AGREEMENT shall immediately terminate if the EMPLOYEE resigns, retires, or is deceased. EMPLOYEE shall give at least three (3) months written notice to the Mayor prior to resignation or retirement.

PROHIBITION OF POLITICAL ACTIVITY

EMPLOYEE shall not engage in any political activity in managing, endorsing, contributing financially, or in any other way supporting the candidacy of individuals seeking elective office while on duty, in the workplace, or while acting in official capacity.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement between the parties, and supersedes all other agreements, either oral or in writing. Any agreement, statement, promise, or inducement not contained within this AGREEMENT shall not be valid or binding upon either party. The terms of this AGREEMENT may only be changed or modified by written instrument duly executed by both parties.

MASSACHUSETTS LAW

This AGREEMENT shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in the City of Fall River on this ____ day of April 2022

EMPLOYEE:

CITY OF FALL RIVER:

Bridget Almon
Director of Financial Services

Paul E. Coogan
Mayor of Fall River

Approved as to Form & Manner of Execution Only:

Alan J. Rumsey
Corporation Counsel, City of Fall River