

## EMPLOYMENT AGREEMENT

This Employment Agreement is entered into on this 11th day of May, 2023 and intended to become effective on the 15<sup>th</sup> day of May, 2023, by and between the Town of Hooksett, New Hampshire (“the Town” and “the Employer”), and Justin C. Sargent (the “Employee”).

1. For a term commencing on May 15, 2023 and extending through May 15, 2026, the Town Council agrees to employ the Employee, and the Employee agrees to accept employment, in the position of Police Chief for the Town of Hooksett, New Hampshire.
2. During the term of this Employment Agreement, the Employee will be expected to perform all duties and responsibilities of a Police Chief such as but not necessarily limited to the responsibility for the operational control of the Police Department, deployment of the Police Department personnel, and management of the Police Department equipment and facilities. The Police Chief shall exercise all lawful powers of the office of Police Chief, uphold and enforce the laws of the State of New Hampshire and the Town of Hooksett. The Police Chief shall also abide by the provisions of the Charter of the Town of Hooksett and Administrative Code; and perform all additional duties as assigned by the Town Administrator.
3. During the term of this Employment Agreement, the Police Chief (employee) shall report and meet with the Hooksett Town Administrator from time to time as they may require or as may be necessary and he shall submit such reports, budgets and other information concerning the Police Department as may lawfully be required or requested by the Town.
4. During the term of this Employment Agreement, the Employee will be a full-time salaried, exempt employee and will be paid at an annual salary of One-Hundred and Fourteen Thousand dollars (\$114,000) payable in installments at the same time as other employees of the Town, less all ordinary and regular withholdings required by law and/or agreed to by the Employee.
5. During the term of this Employment Agreement, the Employee will be evaluated by the Town Administrator at a minimum, annually, in writing, with respect to the Employee’s duties and responsibilities. The Employee will be eligible to receive annual pay increases based on satisfactory performance evaluations not to exceed 5%.
6. During the term of this Employment Agreement, the Employee will be assigned an authorized Police Department vehicle during work hours and to include personal use when traveling to and from work.



7. During the term of this Employment Agreement, the Employee will be provided with uniforms and ordinary and necessary equipment. Employer will provide the same allowance for repairs, replacement and cleaning as is provided to other Hooksett Police Department employees.

8. During the term of this Employment Agreement, the Employee will be entitled to nine (9) sick days per year. One (1) unused sick day will be able to be converted to a personal day per year. The Employee will not receive any compensation for any unused sick days.

The Town agrees to preserve the 69.82 hours of sick leave that Employee accrued as a member of the Police Department prior to his promotion to Police Chief. Said 69.82 hours of accrued sick leave shall be allowed to annually accrue, meaning the amount of sick time left in his account on his anniversary, to a maximum of 240 hours and may only be used by the Employee should he experience an illness or injury that has been approved for short term or long-term disability as defined in Town policy.

9. During the term of this Employment Agreement, the Employee will be entitled to two hundred (200) hours of vacation time annually dumped into the Employee's vacation time bank on the last pay period in May (employee's anniversary month). Use it or lose it.

The Town of Hooksett will preserve the employee's "Old Vacation Bank" in the amount of 116.81 hours that can be used at the employee's discretion. The amount of time currently in the "Old Vacation Bank" can only be decreased by time used by the employee.

10. During the term of this Employment Agreement, the Employee will be eligible to participate in Employer's short-term disability, long-term disability and life insurance plans on the same terms and conditions as provided to other employees in accordance with Hooksett's Personnel Plan. The Employee shall be entitled to Holidays and Bereavement Leave in accordance with Hooksett's Personnel Plan.

11. By signing below, the parties acknowledge and agree that the Employee has been offered health insurance in compliance with the Affordable Care Act, but that the Employee has voluntarily declined such coverage. It is also understood that the employee is eligible for the Health Insurance Stipend. The employee can choose to accept, at the appropriate sign up periods, health insurance at the same rate and terms identified in the Town Personnel plan and would no longer received the Health Insurance Stipend.

12. During the term of this Employment Agreement, the Employee shall be eligible to participate in the New Hampshire Retirement System (RSA Chapter 100-A).



13. During the term of this Employment Agreement, the Employee will not be entitled to any other compensation or employment benefits unless specifically agreed to in writing by the Employee and the Town Administrator.

14. During the term of this Employment Agreement, the Police Chief recognizes that he must devote a great deal of time outside the normal office hours to the business of the Town. The Police Chief is expected to devote the time necessary to accomplish his duties and goals, attend Town Council and other local boards, committees, commissions, local groups as deemed necessary to carry out the functions and responsibilities of the Police Department, and, as a salaried employee, shall receive no additional compensation. At a minimum, the Police Chief shall be expected to work forty (40) hours per week. The Town shall not be responsible to pay for overtime or compensatory time, and there shall be no accumulation of compensatory time.

15. During the term of this Employment Agreement, the Employer will provide the Police Chief with an office and secretarial support at the Hooksett Police Department. It is the parties' expectation and intent that the Employee will perform his duties at the Hooksett Police Department and within the Town of Hooksett, during hours approved by the Town of Hooksett which are 7:30 am to 3:30 pm.

16. During the term of this Employment Agreement, the Employee will have a Town Issued Cellular phone.

17. During the term of this Employment Agreement, the Employee agrees not to accept any supplemental or additional employment during the term of this Employment Agreement without the prior written approval of the Town Administrator.

18. The Town recognizes the need for the professional development of the Employee and agrees that the Employee shall be given adequate opportunities to develop his skills and abilities as a Police Chief provided, they do not interfere with the operation of the Town. The Town will budget and pay for the reasonable professional dues for participation in national, regional and state and local associations and organizations, subscriptions and conference and training expenses (including travel and lodging in accordance with the travel, training and conference policies of the Town) which shall be subject to approval by the Employer, in its sole discretion and as it deems necessary (which discretion shall be reasonably exercised, having in mind the best interests of the Town of Hooksett and professional development of the Employee) for professional development programs.

19. Any educational courses or training pursued will be administered pursuant to the Town's personnel plan.



20. This Employment Agreement may be terminated for cause by the Town at any time prior to April 30, 2026, without any further obligation to the Employee, only upon the occurrence of one of the following events: (a) the death of the Employee; (b) inability on the part of the employee either with or without reasonable accommodation to carry out the essential functions of the position of Police Chief; (c) failure on the part of the Employee to comply with any term or condition of this Employment Agreement, (d) Arrest and conviction of a misdemeanor or felony; (e) violation of the laws, rules and regulations of the State of New Hampshire that constitutes malfeasance such as but not limited to RSA 105:2-a; or (f) violation of the Municipal Charter of the Town of Hooksett that constitutes malfeasance. In the event the Police Chief voluntarily resigns his position with the Town before the expiration of aforesaid term of his employment, then the Employee shall give the Town a forty-five (45) day notice in advance, unless the parties otherwise mutually agree.

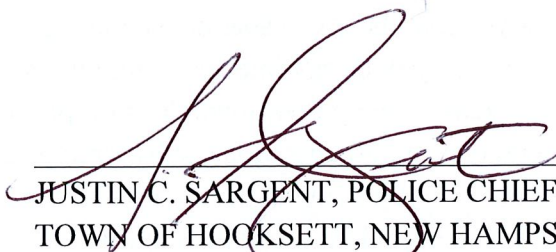
21. The Town will indemnify and hold the Employee harmless from any and all claims, demands, actions, suits or judgment (including reasonable attorney's fees and other expenses of defense) arising out of any act or omission of the Employee while acting in good faith and within the scope of his employment.

22. No change or modification of this Employment Agreement will be valid or enforceable unless it is in writing and signed by both parties.

23. This Employment Agreement shall be construed and governed by the laws of the State of New Hampshire.

24. If any clause or provision of this Employment Agreement shall be determined to be void or against public policy, the remainder of this Employment Agreement shall still remain fully in force.

5/11/23  
DATE

  
JUSTIN C. SARGENT, POLICE CHIEF  
TOWN OF HOOKSETT, NEW HAMPSHIRE

5/11/23  
DATE

  
ANDRÉ L. GARRON  
TOWN ADMINISTRATOR

5/12/2023  
DATE

James A Sullivan  
JAMES SULLIVAN  
TOWN COUNCIL, CHAIRMAN

5/12/2023  
DATE

[Signature]  
WITNESS

