

TAX COLLECTOR AGREEMENT

This Agreement is entered into as of the 18th day of March, 2024, by and between the **Town of Londonderry** (Town), a municipal corporation with an address of 268B Mammoth Road, Londonderry, New Hampshire 03053, and **Allison M. Parsons** (Parsons), an individual who resides at 7 Acropolis Avenue, Londonderry, New Hampshire (collectively, the "Parties").

WHEREAS, Parsons has served as Tax Collector (TAX COLLECTOR) from July 1, 2021 to present, and her current appointment and Tax Collector Agreement expire as of March 31, 2024;

WHEREAS, Parsons desires to be-reappointed as TAX COLLECTOR effective April 1, 2024, with the statutory one-year term to run from April 1, 2024 through March 31, 2025, and the Council wishes to appoint Parsons as TAX COLLECTOR for that period of time.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties mutually agree as follows:

1. **Term of Agreement.** The term of this Agreement shall begin on April 1, 2024 and, unless terminated as herein provided, shall continue through March 31, 2025. The Town Manager shall meet with Parsons no later than March 1, 2025 to discuss her performance, inquire of her desire to seek a succeeding appointment, and advise her of his recommendation to the Council regarding a potential succeeding appointment.

2. **Duties.** Parsons shall serve as TAX COLLECTOR for the Town, and in that capacity, shall perform the duties and functions specified in the job description provided to Parsons, as may be amended by the Town Manager. Parsons shall also perform other duties as mandated by statute as well as legally permissible duties and functions as assigned by the Town Manager. Parsons shall perform the responsibilities and functions in compliance with applicable New Hampshire statutes, the Town's Ordinances, and the Town policies and regulations.

3. **Salary and Benefits.**

a. **Salary.** Parsons shall receive an annual salary of seventy-three thousand nine hundred sixteen dollars (\$73,916.44), payable in the same increments as wages are paid to employees of the Town. Such payments are subject to deductions required by law and as authorized by Parsons. Assuming continued appointment, Parsons shall be eligible to receive the same annual COLA as set forth in the Personnel and Compensation Policy for Non-Represented Employees in July 2024 and the July of each successive fiscal year.

b. **Insurance.** Parsons shall be entitled to receive the insurance coverage as detailed in the Article entitled "INSURANCE" in the Personnel and Compensation Policy for Non-Represented Employees pursuant to the then-current policy.

c. **Retirement.** The Town agrees to maintain Parsons in the New Hampshire Retirement System (NHRS) in accordance with New Hampshire law and NHRS

rules, regulations, and bylaws.

d. **Leave.** Pursuant to statute, Parsons shall be entitled to take leave at her discretion. Accordingly, Parsons shall not accrue vacation leave, sick leave, administrative time, or any other kind of leave time. Upon the expiration of her appointment or upon her voluntary resignation, Parsons shall not be entitled to any payout of leave time, as she does not accrue leave time.

5. **Removal/Termination.** If, in accordance with the provisions of NH RSA 41:40, the Town initiates proceedings to remove the TAX COLLECTOR during the pendency of her applicable appointment term, this Agreement shall be terminated upon the successful removal of Parsons.

In the event Parsons intends to resign her appointment as TAX COLLECTOR prior to the expiration of her applicable term, she shall provide the Town Manager with advance notice of not less than sixty (60) days. Upon provision of her notice, and upon mutual agreement by Parsons and the Town Manager as to her final work schedule, Parsons's termination date may occur on a mutually agreed upon date thereafter, but unless mutually agreed upon otherwise, such termination date shall not be less than twenty-one (21) days after the date notice was given.

6. **Disability.** Pursuant to RSA 41:38, if Parsons becomes temporarily incapacitated, the deputy tax collector shall serve during the term of such incapacity. If Parsons is permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks or for twenty (20) working days over a thirty (30) day working period, then the Town shall have the option of terminating this Agreement, provided however, that (a) should the provisions of the Family and Medical Leave Act apply, then those provisions shall control, and (b) the Town shall continue to pay the insurance premiums for short-term and long-term disability coverage as may be in effect during the time of such disability or illness for a period not less than the one hundred eighty (180) day elimination period for long-term disability coverage and/or until the claim is approved or denied by the insurance carrier.

7. **Mileage reimbursement.** The Town agrees to reimburse Parsons at the IRS established mileage rate for any travel done by Parsons (outside of her commute to/from Londonderry Town Hall) in order to attend meetings or training sessions which are pre-approved by the Town and which are related to her duties as Tax Collector.

8. **Personnel Policy Not to Apply.** It is understood and agreed by the Town and Parsons that, except for the purpose of designating Parsons as part of Class 1 in "All Eligible Non-Represented Employees" for the insurance coverages included in paragraph 3.b. above, the Town's Personnel Policy does not apply to the relationship between the Town and the TAX COLLECTOR contemplated hereby, and this Agreement exclusively sets forth Parsons's rights and remedies to the maximum extent allowed.

9. **Indemnification.** The Town shall defend, save harmless and indemnify Parsons

against any tort, professional liability claims or demands or other legal action, whether groundless or otherwise, arising out of her performance of duties as TAX COLLECTOR, unless such claim is asserted or joined by the Town, or brought by a prosecutorial or regulatory agency and the claim alleges criminal conduct, intentional, wanton or willful misconduct, or that the Town is a victim of the conduct alleged in the claim. The Town will compromise and settle any such claims or suit and pay the amount of any settlement of judgment, including insurance deductibles as provided for in the liability policy of the Town.

10. **Entire Agreement and Amendment.** This Agreement is the entire agreement between the parties and supersedes and replaces any other agreement, written or oral, relating to Parsons's term as TAX COLLECTOR. This Agreement may be amended only by mutual written agreement of the parties.

11. **Jurisdiction and Venue.** The exclusive jurisdiction and venue for enforcement of, or any claim related to, this Agreement shall be the Rockingham County Superior Court.

WHEREFORE, the parties have signed this Agreement, effective as of March 18, 2024.

Town of Londonderry

Allison Parsons

John Farrell, Councilor

Allison Parsons

Chad Franz, Councilor

Ted Combes, Councilor

Ron Dunn, Councilor

Shawn Faber, Councilor