

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as “Agreement”), is by and between the City of Biddeford, Maine, a municipal corporation organized under the laws of the State of Maine (hereinafter referred to as “City”), and Truc Mai Nguyen-Dever of Kirkland, Washington (hereinafter referred to by name or as “City Manager”).

### **W I T N E S S E T H:**

WHEREAS, the City desires to employ as City Manager of the City of Biddeford, Maine, as provided for in the City Charter of the City of Biddeford; and

WHEREAS, the City, through its City Council, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, Truc Mai Nguyen-Dever desires to accept employment as City Manager of the City of Biddeford under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

### **Section 1. Employment and Term of Agreement**

A. The City of Biddeford hereby hires and appoints Truc Mai Nguyen-Dever as its City Manager, under the terms established herein, to perform the duties and functions specified in the City’s Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City’s employment of Truc Mai Nguyen-Dever as City Manager under this Agreement shall be effective August \_\_11\_\_, 2025 (the “Effective Date”), after review and an affirmative vote by the members of the City Council at a duly noticed City Council meeting. The period from August 2025 of a given year under this Agreement to July of the following year shall be referred to herein as a “Contract Year.” The term of this Agreement shall be two (2) Contract Years or until terminated by the City or by the City Manager as provided herein. No later than three (3) months prior to the Agreement’s expiration, the City and the City Manager shall notify each other concerning whether or not each party desires to renew this Agreement. Notwithstanding the foregoing, negotiations shall be commenced no later than six (6) months prior to the Agreement’s expiration regarding any potential modification of the terms upon renewal. Both the City and the City Manager may decide not to renew this Agreement for any reason or for no reason. The City Manager acknowledges and agrees that she has no right to renewal of this Agreement.

### **Section 2. Salary, Other Compensation, Sabbatical, and Evaluation.**

A. For the performance of services pursuant to this Agreement for the first Contract Year, the City agrees to pay the City Manager an annual base salary of One Hundred Ninety-five

Thousand Dollars (\$195,000) (the “Base Salary”), payable in installments at the same time and in the same manner as other City employees are paid. For the second Contract Year, the City Manager’s Base Salary shall be Two Hundred Thousand Dollars (\$200,000) increased by the same percentage cost of living increase given to other non-union City employees. Any subsequent years shall be subject to cost of living adjustments at the same time and in the same manner as all other non-union City employees.

### **Section 3. Duties and Obligations.**

A. The City Manager shall have the duties, responsibilities, and powers of said office under the Charter and Ordinances of the City of Biddeford. The City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability and in a professional and competent manner.

B. The City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge, and skills necessary to faithfully perform her duties under this Agreement. The City Manager shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder. The City Manager shall not teach, consult, or conduct any other non-City connected business without first notifying the City Council in writing of her intent to do so and receiving the City’s consent which shall not be unreasonably, withheld, conditioned, or delayed. Any such activities shall not interfere with her primary obligations to the City as its City Manager.

C. In no case shall the City Manager serve on the boards or be in the employ of organizations which either have a history of or are likely to be before the City, its boards or committees, for funding, permits, approvals or regulatory activities. In the event the City Manager shall serve on any other appointed boards or elected boards of any professional organization, or serve on any committees related to her professional activities as City Manager, in the event any monies are paid, or gifts received, by the City Manager related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

D. In the event the City Manager is temporarily unable to perform her duties, she shall designate an Acting City Manager for up to sixty (60) days per the City Charter. The City Council shall appoint an acting City Manager in the event of an absence in excess of sixty (60) days.

### **Section 4. Automobile Allowance and Communications Equipment**

The City Manager is required to be on-call for twenty-four (24) hours a day, seven (7) days per week service. In recognition thereof: The City shall provide the City Manager with an automobile allowance of \$700.00 per month. The City Manager acknowledges and agrees that she is not and shall not be eligible for any mileage reimbursement in connection with her employment with the City during the term of this Agreement.

## **Section 5. Dues and Subscriptions**

The City agrees to pay the City Manager's professional dues for membership in the International City/County Management Association, the National League of Cities and the Maine Municipal Association. The City shall also pay other dues and subscriptions on behalf of the City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

## **Section 6. Professional Development**

The City Manager shall include any other expenses for professional Development or related travel and subsistence expenses related to any approved travel, in her proposed annual budget for the Executive Office, which shall be subject to the City Council's approval through the course of the annual budget process.

## **Section 7. Community Involvement**

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the City Manager to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas, subject to the limitation in Section 3C above.

## **Section 8. Performance Goals and Performance Review**

Within the first ninety (90) days of this Agreement, the City Manager and City Council shall mutually establish specific, measurable performance goals aligned with the City's strategic priorities. These goals shall be reviewed and updated annually and shall serve as a basis for formal performance evaluations. The City Council shall conduct formal performance reviews of the City Manager within six months of the effective date of this Agreement, on the first anniversary hereof, and annually thereafter. The reviews shall evaluate progress on agreed-upon performance goals, communication with the Council and citizens, leadership of City departments, responsiveness to Council directives, and may incorporate feedback from the City Manager's direct reports to inform the Council.

## **Section 9. Vacation and Sick Leave**

The City Manager shall be subject to and provided with the same sick leave and Maine Earned Paid leave as provided to the City's non-union management staff. Notwithstanding the foregoing, the City Manager shall notify the City of any Earned Paid Leave in excess of one (1) week and get the consent of the City for Earned Paid Leave in excess of two (2) weeks.

The City Manager shall accrue five (5) weeks of vacation time each Contract Year accruing proportionately over each pay period during said Contract Year. Notwithstanding the foregoing, the City Manager shall be deemed to have accrued two (2) weeks of vacation as of the Effective Date and shall only accrue three (3) additional weeks over the remainder of the first Contract Year. The City Manager may carry over a maximum of two (2) weeks of accrued vacation at the end of

each Contract Year into the subsequent Contract Year. Any unused vacation not able to be carried over will be paid out to the City Manager at the end of each Contract Year at her then applicable base salary.

#### **Section 10. Holidays**

The City Manager is entitled to the same paid holidays as non-union City employees working a regular Monday-Thursday work week. The City Manager agrees that if at some point while serving as City Manager, the City Council changes the regular City working days to include Friday and/or Saturdays, the City Manager shall work those days.

#### **Section 11. Health, Dental, Life and Income Protection, Insurance**

The City agrees to provide health insurance for the City Manager in the same manner as it provides insurance for its non-union employees and shall pay the cost of life insurance in the value of twice her annual salary, such insurance to be provided through the plan available to non-union employees and subject to the rules governing participation in such policies. Such coverage will be effective as provided by those plans.

The City Manager may also participate in the City's dental and income protection insurance programs on the same terms as other non-union City employees.

#### **Section 12. Retirement.**

The City Manager shall be eligible to participate in the Maine Public Employees Retirement System on the same terms as other non-union City management employees. In addition, the City Manager shall be entitled to participate in the City's 457 deferred compensation plan, and the City will match any employee contribution up to 6% of her gross salary.

#### **Section 13. Termination by the City and Severance Pay**

A. The City Manager shall serve at the pleasure of the City Council, and the City Council may terminate this Agreement and the City Manager's employment with the City at any time, for any reason or for no reason upon six (6) months' notice.

B. Should a majority of the entire Council (five members) vote to terminate the services of the City Manager "without cause" or for City convenience, then the following applies:

1. At the election of the City, the City Manager shall continue to provide services on behalf of the City in accordance with the terms of this Agreement for all or any portion of the six (6) month period following receipt of notice of termination of her employment. Notwithstanding the foregoing, the City may terminate this Agreement for cause in accordance with subsection (d) below at any time during said sixty (60) day period.

2. Within ten (10) business days following the end of said six (6) month period, the City shall pay the City Manager any accrued and unpaid salary and benefits earned, including any vacation, sick, personal, and earned paid leave time per the City's Non-Union personnel policies, but excluding such items and allowances as are used in conducting City business such as, but not limited to, the use of the City computer, the automobile allowance, prior to the date of termination.
3. Provided that the City Manager executes and delivers to the City a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by, and in a form satisfactory to the City Attorney, the City Council shall, within forty-five (45) calendar days following the vote to terminate the City Manager's employment, cause the City Manager to be paid a lump sum severance pay equal to six (6) months of her Base Salary. The payment of the amounts described above, which the City Manager acknowledges she would not otherwise be entitled to receive, shall be in full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement, its termination, her City employment or otherwise.

C. In the event the City Manager is terminated for "just cause," the City shall have no obligation to pay the amounts outlined in Section 13, Paragraph B of this Agreement, other than any accrued unused vacation time. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance, and/or nonfeasance in performance of the City Manager's duties and responsibilities.
2. Being charged with or conviction or a plea of guilty or no contest to any Class A, B, C, D, or E crime.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation.
5. A finding by the Council of any fraudulent act against the interest of the City.
6. Failure to adhere to the City's organizational policies or procedures which failure is not cured within thirty (30) days after written notice of such failure from the City, provided, however that the City Manager only be entitled to one (1) opportunity to cure under this paragraph in any Contract Year.
7. Disruptive personal behavior which has an adverse effect on the City and is not cured within thirty (30) days after written notice of such disruptive behavior from

the City, provided, however that the City Manager shall only be entitled to one (1) opportunity to cure under this paragraph in any Contract Year.

8. Inability of the City Manager to work cooperatively with the staff and employees of the City and which is not cured within thirty (30) days after written notice of such behavior from the City, provided, however that the City Manager shall only be entitled to one (1) opportunity to cure under this paragraph in any Contract Year.
9. A finding by the Council of any act which involves moral turpitude, or which causes the City disrepute.
10. Violation of the International City/County Management Association Code of Ethics.
11. Any other act of a similar nature of the same or greater seriousness.

D. If the City desires to terminate the City Manager for just cause, they shall provide her with written notice specifying in reasonable detail the alleged facts supporting a just cause termination and granting the City Manager a hearing in Executive Session, with or without an attorney of her choosing, to present any information she deems relevant before the City makes a formal determination to terminate for just cause. Any such hearing shall not be governed by the Maine State or Federal rules of evidence or procedure and shall be chaired by the Mayor or his/her designee.

E. In the event the Council, at any time during the employment term, reduces the salary or other benefits of the City Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time, non-union City employees, or in the event the City allegedly refuses to comply with any other material provision of this Agreement benefiting the City Manager, the City Manager shall notify the Council in writing of the alleged violation. The Council shall have forty-five (45) days from such notice within which to cure the violation.

#### **Section 14. Termination by the City Manager**

The City Manager may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than six (6) months prior to the effective date of the termination. If the City Manager terminates this Agreement, then the provisions of Section 13, Paragraph B(3) above, shall not apply. At the election of the City, the City Manager may be relieved from providing services on behalf of the City in accordance with the terms of this Agreement for all or any portion of the six (6) month period following receipt of notice of termination of her employment. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation, benefits, vacation, sick, personal, and earned paid leave time due the City Manager up to the City Manager's final day of employment in accordance with the City's Personnel Policies and Procedures. The City shall have no further financial obligation to the City Manager pursuant to this Agreement. This subsection shall not

prevent the City Manager from collecting any money earned as a result of participation in the City's retirement program, which shall be governed by the applicable rules for such plan.

### **Section 15. Disability**

If the City Manager becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued leave, up to a maximum of sixty (60) days, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 13, Paragraph B of this Agreement, except that the City Manager's severance pay shall be limited to six (6) months of her salary in effect at the time of termination.

### **Section 16. Residency**

The City Manager agrees to maintain legal residence within fifteen (15) miles of the City during the term of this Agreement. The City acknowledges, however, that the City Manager will not be in breach of this residency requirement while occasionally travelling outside of the City for City business, for vacation, or for personal or family reasons. The City further agrees to provide the City Manager with a one-time relocation payment of \$10,000.

### **Section 17. Indemnification.**

A. City shall defend, save harmless, and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action within the scope of her duties or function, unless she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

C. Nothing herein is intended, nor shall it be construed to waive or modify any immunity or limitation of liability available to the City and/or the City Manager under applicable state law, including but not limited to the Maine Tort Claims Act.

### **Section 18. Bonding**

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance, or law.

## **Section 19. Code of Ethics and Conflicts of Interest**

Upon becoming an active full member of the International City/County Management Association (ICMA), the “Code of Ethics” promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said “Code of Ethics” shall furnish principles to govern the City Manager’s conduct and actions as City Manager of the City.

The City Manager is responsible for ensuring her compliance with any and all federal, state, and local conflict of interest laws relating to her employment.

## **Section 20. General Terms and Conditions**

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

D. Maine law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the state courts in Biddeford.

E. Upon City Manager’s death, the City’s obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills by City insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the life insurance plan.

F. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.



G. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

H. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

I. Unless otherwise provided herein, the City Manager shall be eligible for all benefits provided to department heads in the City's Non-Union Personnel Policies and Procedures.

J. The City Manager shall fully cooperate with the City in any claim, lawsuit or potential claim or lawsuit, by or against the City regardless of whether the City Manager works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys (including attorneys designated or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City, including, without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include officers, employees, and agents of the City, including without limitation, attorneys designated or hired by the City. Except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, failure to fully cooperate with the City in any case may result in disciplinary action against the employee. City Manager shall fully cooperate whether or not she is a named defendant, when the City and its representatives, in their sole discretion, determine that the City Manager has information relevant to the claim or the defense of the claim against the City or another employee of the City. The City shall reimburse the City Manager for reasonable documented travel expenses required in order to meet the obligations of this section.

Executed by the CITY this                      day of June, 2025

WITNESS

CITY OF BIDDEFORD

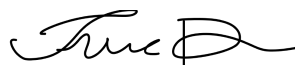
By: \_\_\_\_\_

Martin J. Grohman, Mayor

\_\_\_\_\_  
Print Name:

Executed by Truc Mai Nguyen-Dever this 5<sup>th</sup> day of June, 2025

WITNESS



\_\_\_\_\_  
Truc Mai Nguyen-Dever

\_\_\_\_\_  
Print Name