

**TOWN OF NANTUCKET
EMPLOYMENT AGREEMENT FOR DIRECTOR OF TOWN AND COUNTY
MUNICIPAL FINANCE**

This Agreement is effective as of the 16th day of June 2020 by and between the TOWN OF NANTUCKET, MASSACHUSETTS, acting by and through its Town Manager (hereinafter “TOWN”); 16 Broad Street, Nantucket, MA 02554, and BRIAN E. TURBITT (hereinafter “TURBITT”), with [REDACTED] Nantucket, MA 02584,

WITNESSETH:

WHEREAS, the Town desires to employ TURBITT as its Director of Town and County Finance (hereinafter “Director”) pursuant to G.L. c. 41, § 108N and any other applicable section of the General Laws and of the Charters for the Town and County of Nantucket;

WHEREAS, TURBITT desires to accept such employment, all on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1: EMPLOYMENT

- 1.1 The Town hereby employs TURBITT as Director, and TURBITT hereby accepts the employment, to perform certain duties and services for the Town and County (hereafter sometimes referred to collectively as “the Town”) as described in Article 2.
- 1.2 TURBITT will devote his best efforts and full professional time and energy exclusively to the performance of his duties and responsibilities to the Town and to advancing the interests of the Town from that position. It is agreed that TURBITT’S primary residence shall be Nantucket.
- 1.3 TURBITT agrees that during the period of employment described in Article 3, TURBITT will not violate the Massachusetts Conflict of Interest Law, G.L. c. 268A and he will conduct himself at all times in accordance with all applicable federal laws, the laws of the Commonwealth of Massachusetts, and the Charters, bylaws and policies of the Town and County of Nantucket.
- 1.4 TURBITT, as the TOWN’S and COUNTY’S appointed Finance Director, shall be sworn to the faithful performance of his duties, and, during the time that he holds such office, TURBITT shall hold no elective TOWN or COUNTY office, but he may be appointed by the Town Manager, or, with her approval, by any other TOWN or COUNTY officer, board committee, or commission to any other TOWN or COUNTY office or position

consistent with TURBITT'S office.

- 1.5 The regularly scheduled work week for TURBITT will be a minimum of forty (40) hours a week and the normal work week shall be Monday through Friday. TURBITT will generally schedule his work during customary business hours of operation, Monday through Friday. TURBITT will also make himself available at the Town Manager's request for meetings beyond the normal work day, including regular attendance at meetings of the Board of Selectmen and Finance Committee.

ARTICLE 2: SERVICES

- 2.1 TURBITT will perform the duties associated with the position of Director including, without limitation, the duties and responsibilities set forth in Exhibit A, attached hereto; in the TOWN Charter and bylaws; and such other duties as may be reasonably assigned to him by the Town Manager.
- 2.2 TURBITT shall report and be responsible to the Town Manager, and shall act by and for the Town Manager in any matter which the Town Manager may assign to him relating to the administration of the Finance Department or, with approval of the Town Manager, may perform such other duties as may be requested of him by any other TOWN/COUNTY officer, board, committee or commission.
- 2.3 Any amendment to the scope of services or work required by this Agreement or any work to be performed beyond the scope of this Agreement will not be performed by TURBITT without the written approval of the Town Manager.

ARTICLE 3: PERIOD OF EMPLOYMENT

- 3.1 The term of Agreement shall be for three years, commencing on the effective date as designated in the first paragraph on page 1 of this Agreement and expiring on June 30, 2023.
- 3.2 In the event either TURBITT or the TOWN hereto desires not to renew TURBITT'S employment with the TOWN at the expiration of this Agreement, such party shall provide the other with notice of such intention by January 1, 2023. In the event the TOWN so elects not to renew TURBITT'S employment and does not give notice by January 1, 2023 to TURBITT, he shall be paid full salary and benefits for ninety (90) days. Severance shall be based on upon the salary of TURBITT at the time of his non-renewal.
- 3.3 TURBITT shall proceed with the services under this Agreement upon the commencement hereof and will diligently and faithfully prosecute the work to completion in accordance with the applicable employment standards, and standards otherwise applicable to such professional positions.

ARTICLE 4: PAYMENTS

4.1 As compensation for the services performed under Article 2, effective June 16, 2020 the TOWN will pay TURBITT and TURBITT shall accept a salary at the rate of One Hundred Forty-seven Thousand Three Hundred Thirty-two Dollars (\$147,332) Thereafter, TURBITT's salary shall be increased by the average percentage increase for non-union employees, subject to a satisfactory performance evaluation conducted by the Town Manager.). TURBITT shall also be paid a stipend of Ten Thousand Dollars (\$10,000) payable on the first payroll of the first (July 1, 2020) and second (July 1, 2021) fiscal year this contract is in effect, subject to applicable withholdings, for the designation of Chief Procurement Officer ("CPO"). Effective July 1, 2022 the CPO stipend will be rolled into TURBITT's base wages and the stipend payment will cease. TURBITT's base salary shall be payable pro rata at such intervals as is customary with the TOWN'S employees, subject to applicable withholdings and otherwise in conformance with the normal payroll practices of the TOWN. If, during the term of this contract, the CPO designation is removed, the stipend will cease.

TURBITT, as an executive of the TOWN, shall be considered exempt from the overtime provisions of the Fair Labor Standards Act and similar laws of the Commonwealth.

- 4.2 TURBITT shall also be entitled to reimbursement by the TOWN for ordinary and necessary out-of-pocket business expenses incurred by TURBITT in performance of the above services and in acting for the TOWN during the term of this Agreement in accordance with the Town's Travel Reimbursement Policy in effect during the term of this Agreement...
- 4.4 The TOWN agrees to budget and pay for reasonable membership fees, dues and subscriptions in professional organizations related to the professional growth, development, education and training of TURBITT as the Director and as approved in advance by the Town Manager. These and all cost items of this Agreement are subject to appropriation.

ARTICLE 5: FRINGE BENEFITS

- 5.1 During the period of this Agreement, the TOWN/COUNTY shall provide TURBITT participation in any medical, dental, life and disability insurance and retirement programs generally available to TOWN/COUNTY employees, as they now exist or may hereafter be amended or changed, or which may in the future become available, the costs of which shall be borne by the TOWN/COUNTY and/or TURBITT, in accordance with the standard practice in effect for TOWN/COUNTY employees.
- 5.2 TURBITT shall be entitled to four weeks of vacation consisting of twenty working days which may be taken in up to two-week intervals or as separate days. Such vacation days

shall be taken at times as are compatible with the work schedule of TURBITT and the business needs of the TOWN/COUNTY.

- 5.3 TURBITT shall be entitled to fifteen (15) sick days during each full year of employment, which shall accumulate at the rate of 1.25 days per month. Sick leave may not accumulate beyond 150 days. TURBITT shall also be entitled to two (2) personal days per year. Upon completion of ten (10) years of continuous service to the Town; and, upon retirement, or termination of this Agreement, whichever occurs first, TURBITT shall receive payment equivalent to 50% of his accumulated sick time as of the date of retirement from the TOWN/COUNTY or termination of this Agreement.
- 5.4 TURBITT shall be entitled to all holidays recognized by the TOWN/COUNTY and/or state.
- 5.5 In the event of a death in TURBITT's immediate family (i.e., spouse, children, mother, father, mother-in-law, father-in-law, grandparents, brother or sister) he will be paid up to five (5) working days for scheduled time lost.

ARTICLE 6: TERMINATION

- 6.1 The TOWN/COUNTY and TURBITT agree that both parties may terminate this Agreement by mutual consent in writing without any obligation to pay any severance sum less any unused vacation. If the TOWN terminates this contract without cause, the TOWN shall continue to pay TURBITT his full salary and benefits for a period of ninety (90) days.
- 6.2 The TOWN and TURBITT agree that either party may terminate this Agreement, for cause, upon fourteen days written notice to the other at the latest current address then on file with the Town of Nantucket. For the purposes of this Agreement, the word "cause" shall mean any grounds asserted in good faith which is not arbitrary, irrational, unreasonable or irrelevant to the task of ensuring efficient management and administration of Town and County finances. The notice shall advise of the basis for the proposed termination and afford an opportunity to request a hearing with the Town Manager on the same. In the event of termination under this provision the TOWN shall have no obligation to pay any severance sum.

ARTICLE 7: GENERAL PROVISIONS

- 7.1 No party may assign, transfer or otherwise dispose of this Agreement or any of the respective rights hereunder or otherwise delegate any of the duties hereunder without the prior written consent of the other party, and such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

- 7.2 Except as otherwise expressly provided in this Agreement, any decision or action by the TOWN/COUNTY relating to this Agreement, or its operation or its termination, shall be made by the Town Manager as to TURBITT'S respective duties.
- 7.3 This contract, together with Exhibit A, includes the entire Agreement of the TOWN/COUNTY and TURBITT and may be changed (amended, modified or terms waived) only in writing, signed by the TOWN/COUNTY and TURBITT. Any notices required or allowed shall be to the party's address above (or last known residential address) by certified mail, return receipt requested.
- 7.4 If any provisions or any portion thereof contained in this Agreement are held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 7.5 This Agreement is governed by the laws of Massachusetts, and the Article headings included in each Article are for reference only and do not affect the meaning of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of October 16, 2020

By: Brian E. Turbitt 10/16/2020
Brian E. Turbitt

TOWN OF NANTUCKET

By: C. Eliz Gibson 10/29/2020
C. Elizabeth Gibson
Town Manager

EXHIBIT A
DIRECTOR of MUNICIPAL FINANCE

TOWN OF NANTUCKET
FINANCE DEPARTMENT
POSITION DESCRIPTION

SUBJECT: Director of Municipal Finance			DIRECTIVE NUMBER: N/A	
DIRECTIVE TYPE: JOB DESCRIPTION			ISSUE DATE: October 1, 2013	
RECINDS: Finance Director	TOTAL PAGES: 3	REVISION DATE: January 1, 2017	EFFECTIVE DATE: November 1, 2013	
ACCREDITATION STANDARD(S): N/A	REPORTS TO: Town Manager	BARGAINING UNIT: Contract	COMPENSATION LEVEL: Contract	FLSA STATUS: Exempt

I. POSITION SUMMARY:

This position assumes responsibility for the overall coordination, operation and strategic long-term planning of the Town's financial functions as prescribed by Massachusetts General Law Chapter 43C Section 11 as well as the provisions of the Town's Charter under limited supervision. The Finance Department consists of the following functions: Accounting, Assessing, Budgeting, Collection, and Treasury. This position requires a thorough knowledge of the principles and practices of effective municipal financial management, budgeting, fiscal forecasting, sound short and long term planning, and the ability to build and maintain cooperative, effective relationships. The Finance Director provides technical support and information regarding financial matters to the Board of Selectmen, County Commissioners, Town & County Manager, Finance Committee, Capital Program Committee, Ad Hoc Budget workgroup, Town departments and agencies, municipal staff and the public as directed.

II. JOB ENVIRONMENT:

The work is routinely performed under typical office conditions; however the work environment can be hectic with frequent interruptions and stressful situations. Operates general office equipment. Makes frequent contact with town officials, town departments, relevant state agencies and the general public. Errors and miscommunications could result in delay, confusion, legal repercussions, significant monetary loss, poor employee morale, and could have severe public relations implications.

III. SUPERVISION RECEIVED:

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DIRECTOR of MUNICIPAL FINANCE

Works under the limited supervision of the Town Manager.

IV. SUPERVISION GIVEN:

Recommends and supervises all staff members assigned to the Finance Department.

V. ESSENTIAL DUTIES AND RESPONSIBILITIES:

(The essential functions listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the positions.)

1. Evaluates, develops and recommends fiscal policy and management systems that result in sound fiscal management. Communicates official plans, policies and procedures in an effective manner.
2. Develop financial and operational strategies to align the Town's financial capacity with solid short (3-5 year) and long-term (5-10 year) service objectives and goals in consultation with Board of Selectmen, Town Administration, Finance Committee, Audit Committee and other applicable Town agencies, committees or groups.
3. Analyzes, interprets and communicates financial operating results to provide information and guidance to Town officials and departments, and provides technical support as required.
4. Assists the Town Manager in the preparation and presentation of the annual and capital budgets as well as long-range strategic financial planning.
5. Provides advanced technical assistance to the Board of Selectmen, County Commissioners, Town & County Manager, Finance Committee, Capital Program Committee, Ad Hoc Budget workgroup, Town Departments and agencies and other groups as directed.
6. Oversees the investment of Town funds, arranges temporary borrowing, implements effective cash management and ensures prompt payment of debt. Maintains oversight of borrowing schedule and trends in borrowing costs.
7. Makes all appointments, subject to the approval of the Town Manager, of all staff in the Finance Department. Ensures the effective operation of assigned functions and departments. Conducts annual performance evaluations for direct reports, except where

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precluded by union contract, and arranges for training to motivate and guide staff as needed.

8. Makes presentations to supervisors, boards, commissions, civic groups and the general public as directed.
9. Provides support for the annual audit and prepares the Town and County Comprehensive Annual Financial Report.
10. As of January 1, 2017, the designation of Chief Procurement Officer is added.
11. Performs related duties as required, including other matters as may be determined.

VI. RECOMENDED MINIMUM QUALIFICATIONS:

Education and Experience: The incumbent shall have municipal financial background and experience at a policy-making level and demonstrated experience constructing and implementing short and long-term financial plans – both individually and as part of an overall strategic plan.

Requires a degree in Economics, Finance or Accounting, Business Administration or Public Administration; M.Econ, MBA, MPA or CPA preferred together with five years municipal experience, three of which must have been in direct senior supervision in at least two of the following areas: economics, budgeting and management research, accounting operations including experience in Commonwealth of Massachusetts accounting procedures, treasury and collection management, management information systems, purchasing and payroll disbursements. Massachusetts Certified Public Procurement Officer (MCPPO) preferred.

Skills: Ability to establish and maintain cooperative working relationships with elected and appointed officials, peers, subordinates and the public. Ability to effectively plan and supervise the work of subordinates. Ability to take a leadership role and coordinate widely varying issues and interests. Effective communication skills, both verbal and written essential. Ability to operate standard types of office equipment. Must be able to use spreadsheet applications (i.e. Excel) and other applicable municipal software applications; MUNIS preferred.

Knowledge: Thorough knowledge of the current principles and practices of municipal financial management and a working knowledge of economic projection methods, budgetary accounting and reporting systems, GAAFR, GAAP, GASB and UMAS; considerable knowledge of the organization and operation of town departments and the legal controls over municipal finance in

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Massachusetts. Understanding of applicable bylaws, codes and statutes and the ability to appropriately apply the same.

VII. PHYSICAL SKILLS AND EFFORT:

Must have sufficient manual dexterity and physical flexibility to bend and reach to complete basic office tasks. The work involves standing, sitting and/or walking for the greater portion of the day.

Must be able to travel, attend night meetings and manage relatively high levels of stress. Work often may be required beyond the usual eight-hour day, with numerous after-hours meetings.

VIII. SUMMARY:

NOTE: This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the Town as the needs of the Town and requirements of the job change.

Appointment to the position may be contingent upon passing a pre-employment physical examination and/or drug screen.