

## TOWN OF NANTUCKET

### EMPLOYMENT AGREEMENT FOR TOWN AND COUNTY MANAGER

This Agreement is effective as of the 1st day of April, 2021 by and between the TOWN OF NANTUCKET, MASSACHUSETTS, acting by and through its Select Board (hereinafter "TOWN"); the COUNTY OF NANTUCKET, acting by and through its County Commissioners (hereinafter "COUNTY"); both with offices at the Town Building, 16 Broad Street, Nantucket, MA 02554, and C. ELIZABETH GIBSON (hereinafter "GIBSON"), with a mailing [REDACTED] Nantucket, MA 02554.

#### WITNESSETH:

WHEREAS, the TOWN and COUNTY desire to continue to employ GIBSON as the Town & County Manager (hereinafter "Manager") with respect to the affairs of the TOWN and COUNTY pursuant to the Town Charter, Chapter 289 of the Acts of 1996; and pursuant to the County Charter, Chapter 290 of the Acts of 1996; and,

WHEREAS, GIBSON desires to accept such continued employment, 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 and COUNTY hereby employ GIBSON as the Manager, and GIBSON hereby accepts the employment, to perform certain duties and services for the TOWN and COUNTY as described in Article 2.
- 1.2 GIBSON will devote her best efforts and full professional time and energy exclusively to the performance of her duties and responsibilities to the TOWN and COUNTY and to advancing the interests of the TOWN and COUNTY from that position; it is agreed that GIBSON'S primary residence shall be Nantucket.
- 1.3 GIBSON agrees that during the period of employment described in Article 3, GIBSON will not engage or participate in, directly or indirectly, whether as an agent, employee, officer, director, independent contractor or otherwise render advisory or other services to, or make any financial investment in, any person, partnership, corporation or other business entity which does business with the TOWN or the COUNTY, which would create a conflict of interest or in any other way directly interfere with her duties as Manager, except to the extent that she has made written disclosure of such activities to the TOWN or COUNTY at least 14 days in advance and has received approval therefore by the TOWN

or COUNTY.

- 1.4 GIBSON, as the TOWN'S and COUNTY'S appointed Manager, shall be sworn to the faithful performance of her duties, and, during the time that she holds such office, GIBSON shall hold no elective TOWN or COUNTY office, but she may be appointed by the Select Board or County Commissioners, or, with their approval, by any other TOWN or COUNTY officer, board committee, or commission to any other TOWN or COUNTY office or position consistent with her office.
- 1.5 In the event that the TOWN's or COUNTY'S form of government changes, GIBSON shall experience no reduction of pay and shall remain in a position of equivalent responsibility with the TOWN or COUNTY.
- 1.6 The TOWN must initiate contract discussions and the evaluation process with GIBSON at least One Hundred and Eighty (180) days prior to the expiration date of this Agreement. The TOWN must notify GIBSON of the final evaluation and in writing at least Ninety (90) days prior to the expiration date of this Agreement that the TOWN will not renew this Agreement, or that the TOWN desires to change the material substance of this Agreement. Said notice shall specify the TOWN's intent and outline changes to this Agreement, if any.

## ARTICLE 2: SERVICES

- 2.1 GIBSON will perform the duties associated with the position of Manager including, without limitation, the duties and responsibilities set forth in the Town Charter, Sections 4.2 and 4.3; in the County Charter, Sections 3.1 and 3.2; in Exhibit A, attached hereto; in the TOWN bylaws; and such other duties as may be reasonably assigned to her by the Select Board/County Commissioners.
- 2.2 GIBSON shall report and be responsible to the Select Board/County Commissioners, and shall act by and for the Select Board/Commissioners in any matter which they may assign to her relating to the administration of the TOWN/COUNTY or, with approval of the Select Board/County Commissioners, may perform such other duties as may be requested of her 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 GIBSON without the written approval of the Select Board/County Commissioners.

## ARTICLE 3: PERIOD OF EMPLOYMENT

- 3.1 The term of Agreement shall be for three years, as provided by Section 4.2 of the Town Charter and by Section 2.9 of the County Charter, commencing on the effective date as designated in the first paragraph on page 1 and expiring on the day which is three years after said effective date.

- 3.2 GIBSON 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 April 1, 2021, the TOWN/COUNTY will pay GIBSON and GIBSON shall accept an annual salary at the rate of \$180,000 (One Hundred Eighty Thousand Dollars). Effective April 1, 2022, Gibson will receive an annual salary of \$187,500 (One Hundred Eighty-Seven Thousand Five Hundred Dollars). Effective April 1, 2023, Gibson will receive an annual salary of \$195,000 (One Hundred Ninety-Five Thousand Dollars). GIBSON's salary shall be payable at such intervals as is customary with the TOWN'S/COUNTY'S employees, subject to applicable withholdings and otherwise in conformance with the normal payroll practices of the TOWN/COUNTY. In addition, a performance appraisal will be conducted annually by the Select Board/County Commissioners in conjunction with the annual salary negotiation. Among other things, the Select Board will review progress regarding its goals and objectives.
- 4.2 GIBSON shall receive an annual auto allowance in the amount of \$4,000 (Four Thousand Dollars) payable in such intervals as customary with the TOWN'S/COUNTY's payroll.
- 4.3 GIBSON shall also be entitled to reimbursement by the TOWN/COUNTY for ordinary and necessary out-of-pocket business expenses incurred by GIBSON in performance of the above services and in acting for the TOWN/COUNTY during the term of this Agreement when receipts are presented to the TOWN/COUNTY. These out-of-pocket expenses are expected to include, without limitation, the following: transportation and subsistence when off-island, toll telephone calls and telegraph; printing and reproduction; and identifiable supplies. GIBSON shall also be entitled to reimbursement for attendance at the annual International City/County Management Association (ICMA) meeting and such other meetings, conferences and memberships related to the performance of her duties and responsibilities, without loss of vacation or other leave.
- 4.4 GIBSON shall be entitled to reimbursement by the TOWN/COUNTY for education expenses incurred by GIBSON for the satisfactory completion of courses related to GIBSON's job responsibilities, provided GIBSON receives a grade of 2.5 or better for graded courses, and a pass for pass/fail courses. However, to be eligible for reimbursement, courses must be pre-approved by the Select Board/County Commissioners. Course-related expenses are expected to include tuition, data communication, and those enumerated in Section 4.3.
- 4.5 The TOWN/COUNTY 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 GIBSON as the Manager.

#### ARTICLE 5: FRINGE BENEFITS

- 5.1 During the period of this Agreement, the TOWN/COUNTY shall provide GIBSON 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 GIBSON, in accordance with the standard practice in effect for TOWN/COUNTY employees. GIBSON is subject to changes in contribution percentages for health insurance in such intervals as is customary for non-union employees.
- 5.2 GIBSON shall be entitled to five weeks of vacation during each full year of employment consisting of twenty-five working days which may be taken all at once or as separate days. Such vacation days shall be taken at times as are compatible with the work schedule of GIBSON and the business needs of the TOWN/COUNTY. Any balance will be carried over upon approval of the Select Board Chair.
- 5.3 GIBSON 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. In lieu of payment for any of her accumulated sick time as of the termination of her prior Employment Agreement with the TOWN/COUNTY, GIBSON shall be credited with 117 sick days at the commencement of this Agreement. GIBSON shall also be entitled to two (2) personal days per year.
- 5.4 GIBSON shall be entitled to all holidays recognized by the TOWN/COUNTY and/or state.
- 5.5 In the event of a death in GIBSON's immediate family (i.e., spouse, children, mother, father, mother-in-law, father-in-law, grandparents, brother or sister) she will be paid up to five (5) working days for scheduled time lost.
- 5.6 Upon retirement, or termination of this Agreement, whichever occurs first, GIBSON shall receive payment equivalent to 50% of her accumulated sick time as of the date of retirement from the TOWN/COUNTY or termination of this Agreement.
- 5.7 The TOWN shall pay, annually, on GIBSON's behalf the sum of \$15,000 (Fifteen Thousand Dollars) into a deferred compensation plan chosen by GIBSON.
- 5.8 The TOWN shall pay, annually, on GIBSON's behalf the sum of \$1,000 (One Thousand Dollars) into a flexible spending account as offered by the TOWN/COUNTY. The annual payment will be payable in such intervals as is customary with the TOWN/COUNTY

payroll.

#### ARTICLE 6: TERMINATION


- 6.1 The TOWN/COUNTY and GIBSON 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 GIBSON her full salary and benefits for a period of one (1) year or the balance of the contract term, whichever is less.

Termination of this Agreement by the TOWN must be approved by a vote of four out of five members of the Select Board.


#### ARTICLE 7: GENERAL PROVISIONS


- 7.1 No party may assign, transfer or otherwise dispose of this Agreement or any of its or GIBSON'S 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 Select Board/County Commissioners as to GIBSON'S respective duties.
- 7.3 This contract, together with Exhibit A, includes the entire Agreement of the TOWN/COUNTY and GIBSON and may be changed (amended, modified or terms waived) only in writing, signed by the TOWN/COUNTY and GIBSON. Any notices required or allowed shall be to the party's address above (or last known residential address) by certified mail, return receipt requested. This Agreement/Contract supersedes all previous agreements between the parties and renders such previous agreements null and void.
- 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 17<sup>th</sup> day of March 2021.

By:   
C. Elizabeth Gibson  
Town and County Manager

TOWN AND COUNTY OF NANTUCKET  
By its Select Board and its County Commissioners

By:   
Dawn E. Hill Holdgate, Chair

By:   
Matthew Fee, Vice-chair

By:   
Jason Bridges

By:   
Kristie Ferrantella

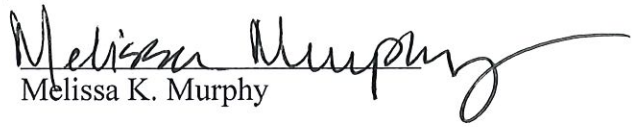
By:   
Melissa K. Murphy

EXHIBIT A

TOWN AND COUNTY OF NANTUCKET

JOB DESCRIPTION

DEPARTMENT: SELECT BOARD/COUNTY COMMISSIONERS

POSITION: TOWN AND COUNTY MANAGER

COMPENSATION LEVEL: PER EMPLOYMENT AGREEMENT

EFFECTIVE DATE: SEPTEMBER 1, 2002 (UPDATED MARCH 2011)

DEFINITION

Under the policy direction of the Select Board/County Commissioners, the Town and County Manager (hereinafter "Manager") provides professional staff assistance to the Board/Commissioners, and serves as the Town's/County's Chief Administrative Officer. Provides information to the Board/Commissioners to facilitate the formulation of policy. Responsible for the implementation of Town/County government policy set by the Select Board/County Commissioners and Town Meeting. Acts by and for the Board/Commissioners in any matter which may be assigned relating to the administration of the affairs of the Town/County. Handles the day-to-day administration of Town/County government.

SUPERVISION

In accordance with the Town Charter, Chapter 289 of the Acts of 1996, and the County Charter, Chapter 290 of the Acts of 1996, the Manager is responsible for administrative and supervisory work in directing and coordinating the activities of the Town's/County's departments, commissions, boards and officers under the jurisdiction of the Select Board/County Commissioners. The Manager shall exercise administrative authority over Town/County departments in conformance with the policies set by the Board/County Commissioners, which shall include as a minimum:

- establishment and evaluation of department goals, and evaluation of department achievements and performances;
- oversight and coordination of personnel activities; and
- coordination of the Town Meeting warrant process

Employee concerns shall normally be directed through the office of the Town and County Manager. The Select Board/County Commissioners shall deal with appointed personnel primarily

through the Town and County Manager. The Manager shall have the authority to appoint personnel and to determine any and all disciplinary action for personnel under the jurisdiction of the Select Board/County Commission as provided by the Town and County Charters.

The Manager also performs varied and responsible professional functions requiring substantial initiative, independence and judgment in making day-to-day administrative decisions within the assigned areas of responsibility.

#### JOB ENVIRONMENT

Work is performed under typical office conditions; the work environment is frequently hectic and disruptive. Meetings which the Manager is required to attend regularly occur beyond the normal eight-hour work day. Operates computer and standard office equipment. Makes regular contact requiring excellent customer service skills with the general public, state agencies, legislators, media, Town Counsel, and other Town departments. Errors could result in delay, confusion, legal repercussions, significant monetary loss, poor employee morale, and cause severe adverse public relations. Has access to a variety of confidential information, including personnel records, union negotiations, litigation and other legal matters, and must use considerable discretion in handling such issues.

#### ESSENTIAL DUTIES/RESPONSIBILITIES/FUNCTIONS

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 position.

#### TOWN MANAGER

- Supervises, directs and is responsible for the efficient administration of all officers, boards, councils, commissions and committees appointed by the Town Manager, and all other Town functions for which the Town Manager is given responsibility by the Charter, Town bylaw, administrative code, or other legislation; may issue administrative orders;
- Has appointment powers as provided in Section 4.3 of the Town Charter;
- With the assistance of the department heads, prepares and submits to the Select Board, all annual operating budgets and capital budgets, and any proposal for budget amendment; establishes the schedules and procedures to be followed by all Town departments, boards, councils, commissions and committees in connection therewith and directs all phases of the budgetary process throughout the fiscal year;
- Prepares the Town Meeting warrant for adoption by the Select Board pursuant to a schedule set by the Board, by administrative code or Town bylaw;
- May be present at all meetings of the Select Board and may participate in all deliberations, without the right to vote;



- With the assistance of the Town department heads, ensures adequate inventory, care, construction and maintenance of all Town properties, owned or leased, and fosters centralized purchasing including, if so requested, for the School Committee;
- Requires reports from and may examine the records, accounts and operations of any Town department, board, council, commission or committee and recommends whatever actions or programs are deemed necessary or desirable for the Town, the welfare of its residents and of visitors to the Islands;
- Reviews, analyzes and forecasts trends of Town services and programs of all Town departments, boards, councils, commissions and committees and makes reports and recommendations thereon to the Select Board;
- Negotiates and signs, on behalf of the Town, contracts and contract amendments for the Town and initiates contract terminations and enforcement actions, subject in each case to resolution of approval or disapproval of the Select Board, and including any Town employment (but not union) contracts, subject to the availability of funds;
- Participates in personnel matters by serving as the representative of the Select Board in collective bargaining matters with the Town's labor attorney, including but not limited to meeting with union representatives, negotiating collective bargaining agreements and overseeing administration of the agreements, as directed by the Select Board;
- Has the authority, subject to resolution of approval or disapproval of the Select Board, to prosecute, defend and compromise all litigation to which the Town is party. In the event that a board, council, commission or committee of the Town is a party defendant to litigation and the Town a party plaintiff, that board may vote to be represented by a special counsel funded from the same appropriation as Town Counsel would otherwise be;
- Assures that all terms and conditions imposed in favor of the Town or its inhabitants in any statute, franchise or contract are faithfully kept and performed;
- May order any Town Administration department head to undertake tasks for any other Town Administration department, on a temporary basis, if deemed necessary for proper and efficient administration;
- Makes recommendations to the Select Board of actions they might take for the improvement of the Town and for the welfare of its residents and Island visitors, also for provision of adequate working space and conditions of Town Administration and other Town agencies;
- Approves warrants for payment before such warrants are submitted to the Select Board;

- Fully implements the Select Board's Town Counsel policy; and,
- Performs any other duties as may be required by the Town Charter, by Town bylaw or by majority vote of a quorum of the Select Board.

### COUNTY MANAGER

- Requires reports from and may examine the records, accounts and operations of any agency of County government and shall recommend whatever actions or programs are deemed necessary or desirable for the County, the welfare of its residents and of visitors to the Islands;
- Appoints the heads of all county administrative departments (other than those who are elected) with the advice and consent of the five members who perform the functions of County Commissioners, and appoints all members of County committees and other County administrative personnel whose appointment is not prescribed elsewhere in the County Charter; and may, except as may be provided by the General Laws or any applicable civil service regulations, at the Manager's discretion remove, suspend or otherwise discipline any such appointee subject to the provisions of Article IV of the County Charter; and may, subject to any applicable provisions of the General Laws; delegate to any department head the County Manager's powers of appointment and removal of departmental employees;
- Coordinates with the Director of County Finance, the preparation, for submission to the five members performing the functions of County Commissioners, of a proposed annual operating budget and a capital budget, and any proposal for budget amendment; and establishes the schedules and procedures to be followed by all County departments and agencies in connection therewith and coordinates, with the Director of County Finance, all phases of the budgetary process throughout each fiscal year;
- May be present at all meetings of the five members who perform the functions of County Commissioners and may participate in all deliberations, without the right to vote;
- Insures through the office of the various County department heads adequate supervision, direction and control of all County administrative departments and the care and maintenance of all County properties, institutions and agencies;
- Organizes the work of the County departments, subject to the County Charter, the General Laws, and any administrative code adopted by the five members performing the functions of County Commissioners, and makes any recommendations pertaining thereto;
- Reviews, analyzes and forecasts trends of County services and programs of all County departments and other agencies and makes reports and recommendations thereon;

- Negotiates contracts for the County with the approval of the five members performing the functions of County Commissioners, including any County employment and union contracts;
- Assures that all terms and conditions imposed in favor of the County or its inhabitants in any statute, franchise or contract are faithfully kept and performed;
- May order any County agency or department head to undertake tasks for any other County agency, on a temporary basis, if deemed necessary for proper and efficient administration;
- Makes recommendations to the five members who perform the functions of County Commissioners for actions they might take for the improvement of the County and for the welfare of its residents and visitors to the Islands; and,
- Performs any other duties as may be required by the County Charter, by County ordinance or by majority vote of the five members performing the functions of County Commissioners.

#### RECOMMENDED MINIMUM QUALIFICATIONS

Education and Experience: Requires a Bachelor's degree in government or related field. Master's Degree in Public Administration or related field or the equivalent desired, plus a minimum of four years of responsible administrative experience within a municipality.

#### Knowledge, Ability and Skills:

Knowledge. Must have working knowledge of municipal government functions, organization, methods and techniques employed in the operation of such government. Must have knowledge of the principles, practices and methods of financial administration, records management, operations analysis, personnel administration and management as they apply to municipal government. Working knowledge of federal, state and local laws, regulations and requirements relating to municipal government (relevant Massachusetts General Laws knowledge preferred) is necessary.

Ability. Must have the ability to analyze a variety of administrative problems, make recommendations for their solution and implement recommendations. Must have ability to deal appropriately, tactfully, courteously and cooperatively with the public, Town officials and employees, the media, civic groups, state and local agencies, and others, both in person and by telephone. Must have ability to communicate clearly both in writing and verbally. Ability to operate general office equipment, including but not limited to computer, telephone, copy machine, facsimile machine, is necessary. Must have ability to supervise subordinate personnel efficiently. Must be able to plan, organize, evaluate and control the administration of a variety of Town programs; and to understand and manage numerous complex objectives and issues and exercise professional, rational judgement.

Skills. Excellent written and verbal communication and organizational skills necessary. Effective

conflict resolution skills extremely useful.

#### PHYSICAL REQUIREMENTS

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. Must be able to travel, attend night meetings and manage relatively high levels of stress. Work occasionally requires outdoor activities such as field inspections which may need to be conducted in inclement weather.

Appointment to the position is contingent upon passing a pre-employment physical examination.