

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF PROVINCETOWN
AND TOWN MANAGER**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, and Chapter 4, Section 2.c. of the Town of Provincetown Charter (“Charter”), made and entered into this 10th day of March, 2021, by and between the Town of Provincetown, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the “Town,” acting by and through its Select Board and Alex Benjamin Morse, hereinafter called “Town Manager”, as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Alex B. Morse as Town Manager of the Town of Provincetown;

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws and Chapter 4, Section 2.c. of the Charter, may contract with the Town Manager for such services;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Town Manager;

WHEREAS, it is the desire of the Board to obtain the services of the Town Manager, and to provide inducement for him to remain in such employment; and

WHEREAS, Alex Morse, agrees to accept employment as Town Manager of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I, Functions and Duties of the Town Manager.

The Town hereby offers to employ Alex B. Morse as Town Manager of said Town, and the Town Manager accepts said offer of employment. The Town Manager shall be the Chief Administrative Officer of the Town. The Town Manager shall perform the duties as set forth by the Charter of the Town of Provincetown, the Town’s By-laws, and any other applicable or special law of the Commonwealth, the attached job description, and such other duties as the Board shall from time to time legally assign to him.

Section II, Term and Probationary Period.

This Agreement shall become effective April 5, 2021, and shall be in full force and effect for three years, until April 5, 2024, subject to the successful completion of the six (6) month probationary period required under Chapter 4 of the Charter, and unless terminated earlier in

accordance with Section V, below. The Select Board, in its sole discretion, may extend the six (6) month probationary period for up to an additional three (3) months. Absent extenuating circumstances, the Board shall provide the Town Manager with notice at least two (2) weeks prior to the expiration of the probationary period if it does not intend to extend the probationary period.

For purposes of calculating the probationary period, "six months" or any extension thereof as permitted in this Section, shall mean actual time worked, not counting leaves of absence, workers' compensation leave, or other absences from work of more than five (5) consecutive business days in duration.

The parties agree to meet ninety (90) days after the Town Manager's start date, in an effort to ensure a successful transition, and so that any issues or concerns may be identified in advance of the expiration of the probationary period. The date of this meeting is subject to adjustment by mutual agreement of the parties.

Section III, Residency.

As required by Chapter 4, Section 2.c of the Charter, the Town Manager is required to establish residency in Provincetown within the first six (6) months of employment, and must maintain residency in Provincetown for so long as he serves as Town Manager.

Section IV, Salary.

A. The Town agrees to pay the Town Manager for services rendered under this Agreement, an annual base salary of \$185,000, subject to applicable withholdings and deductions, effective April 5, 2021, and continuing through the term of this Agreement, unless said base salary is otherwise increased in accordance with Subsection B below, and payable in installments at the same time as other employees of the Town are paid.

B. The Town Manager shall be eligible for merit-based salary increases effective April 5, 2022, and in subsequent years of this Agreement on his anniversary date, based upon his performance evaluation, as set forth in Section VI below. The Board agrees to establish a pool of at least four percent (4%) of the Town Manager's base salary on an annual basis to be available to be used to offer a salary increase based on the results of the annual performance review, subject to appropriation.

C. If the Town Manager continues in office after the expiration of this Agreement, and there is no successor agreement, he shall continue to receive the latest salary under this Section and the same benefits under this Agreement until such time as his salary and benefits shall be otherwise provided for by the Town. This Subsection shall survive the termination of this Agreement.

Section V, Termination and Severance Pay.

A. The Board may terminate the Town Manager by majority vote of the Select Board, in accordance with Chapter 4 of the Town Charter, which is incorporated herein by reference, and

subject to the requirements of the Open Meeting Law, G.L. c. 30A, §§18-25 as may be applicable.

B. During the probationary period (whether the initial six (6) months or the extended probationary period as permitted under Section II, above), the Town Manager may be terminated and no severance payment (as set forth in Subsection C, below) shall be required.

C. After successful completion of the probationary period, but prior to the expiration of the term of this Agreement, in the event the Town Manager is terminated by the Board, or is requested to resign by the Board, the Town agrees that it shall pay to the Town Manager a lump sum cash payment equal to six (6) months' base salary, which amount shall be paid to the Town Manager on or before the effective date of termination of his employment; provided, however, that in the event the Town Manager is terminated for gross misconduct, the Town shall have no obligation to pay the severance sum provided for in this paragraph.

D. In the event the Town Manager voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town sixty (60) days' written notice in advance, unless the parties agree otherwise in writing. A copy of the resignation shall be filed with the Town Clerk. No vacation may be taken during the sixty (60) day advance notification period without prior approval of the Select Board by majority vote.

E. Upon termination for any reason, the Town Manager shall be paid for any accrued but unused vacation leave, but shall not be entitled to payment for any other accrued but unused paid benefit leave.

Section VI, Town Manager Evaluation.

A. The Town Manager will meet with the Select Board within the first two (2) weeks of his employment or such other date as mutually agreed upon by the parties, to establish goals for his probationary time period. These goals and objectives shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during this initial six (6) month period. These goals will be the basis for a performance review to determine a satisfactory completion of the probationary period, and/or extension of the initial probationary period.

B. Annually, the Board and the Town Manager shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

C. The Board shall annually review and evaluate the Town Manager, based upon the goals and objectives developed jointly by the Board and the Town Manager. Further, the Chairman of the Board shall provide the Town Manager with a summary written statement of the evaluation findings of Board Members and shall provide an adequate opportunity for the Town Manager to

discuss his evaluation with the Board. Written performance evaluation forms completed as part of the evaluation process shall be maintained in the Town Manager's personnel file.

Section VII, Hours of Work.

A. The Town Manager will devote full time and attention to the business of the Town, and as provided by Chapter 4, Section 2.f of the Charter, the Town Manager may not hold any other public office or engage in any other business or occupation.

B. It is recognized that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Manager will be allowed to make adjustments to his schedule as he shall deem appropriate during said normal office hours, provided the taking of such time does not interfere with the proper discharge of his duties.

C. The Town Manager is expected to attend all Select Board and Town Meetings unless excused by the Select Board.

D. The Town Manager shall obtain the advanced approval of the Chair of the Select Board for any planned absences of up to five (5) consecutive work day; absences of more than five (5) consecutive work days shall require the advance approval of the Board.

Section VIII, Benefits.

A. The Town shall provide the Town Manager a health insurance policy, similar to other Town non-union employees. The Town shall pay seventy percent (70%) of the premium, and the Town Manager shall pay thirty percent (30%) of the premiums.

B. The Town Manager shall be granted one hundred and sixty (160) hours paid vacation for the first year of this Agreement. The Town Manager shall be granted two hundred (200) hours paid vacation time in the second and third years of this Agreement. Up to forty (40) hours of unused vacation time may be carried over from one year to another, but vacation carried over must be used in the year it is carried over into or it will be forfeited.

C. The Town Manager shall be granted one hundred and twenty (120) hours of sick time per year. Unused sick time may be accumulated from year to year. Upon the execution of this Agreement, the Town Manager shall be credited by the Town with forty (40) hours sick leave in his sick leave account; another forty (40) hours shall be granted after the first six (6) months of employment. Thereafter, sick leave shall be accrued on a monthly basis in accordance with the Town's Personnel Rules and Regulations.

D. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Manager if this Agreement is extended, subject to the provisions of Subsection C, above.

E. The Town Manager shall receive the same holidays, bereavement leave, jury leave, and personal days as granted to other non-union personnel per the Town's Personnel Rules and Regulations.

F. Should the Town Manager attend the International City Management Association's (I.C.M.A.) Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from his vacation leave and shall be considered as professional development leave.

I. The Town Manager shall receive an annual housing stipend in the amount of fifteen (\$15,000) thousand dollars. Such stipend shall be payable on a pro rata basis, bi-weekly as part of the Town Manager's regular payroll.

G. The Town Manager shall receive a one-time stipend of five (\$5,000) thousand dollars for relocation expenses, payable in the first month of employment.

Section IX, Professional Development.

A. Subject to appropriation, the Town agrees to pay for the registration, travel and subsistence expenses of the Town Manager for short courses, institutes and seminars that are necessary for his professional development.

B. Subject to appropriation, the Town shall pay the Town Manager's registration fees(s), travel and subsistence expenses to and from the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Managers' Association Annual Spring Conference.

Section X, Dues and Subscriptions.

Subject to appropriation, the Town agrees to pay for the professional dues and subscriptions of the Town Manager necessary for his membership in the following professional organizations:

International City Management Association (I.C.M.A.); American Society for Public Administration (A.S.P.A.); Massachusetts Municipal Managers' Association; and any other professional organizations deemed necessary and desirable for his continued professional participation, growth and advancement and for the good of the Town.

Section XI, Expenses.

A. The Town Manager shall be reimbursed for any expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social events, per the Town of Provincetown Financial Policies and Procedures Manual 15. Travel Reimbursement Policy.

B. The Town Manager's duties require that he be on duty and available 24 hours a day, 7 days each week. The Town Manager shall also be reimbursed for his gasoline, tolls and parking

expenses in connection with the discharge of his duties, per the Town of Provincetown Financial Policies and Procedures Manual 15. Travel Reimbursement Policy. The Board agrees that the Town Manager shall be eligible for reasonable mileage reimbursement for travel necessary to and from his current residence during the first six (6) months of his employment, or until he relocates to Provincetown, whichever period is shorter.

C. If the Town Manager leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, he shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his salary at the time of his separation from employment from the Town, so long as the Town Manager provides the Board with at least two (2) weeks' written notice of such preparation and attendance (including copies of the subpoena(s)), or other notice as is reasonable under the circumstances.

This Section shall survive the termination of this Agreement

Section XII, Indemnification.

A. To the extent permitted by law, the Town shall defend, hold harmless and indemnify the Town Manager from any and all civil demands, claims, suits, actions and legal proceedings brought against him in his capacity as Town Manager, provided that the incident arose while the Town Manager was acting within the scope of his employment and in good faith. The Town may obtain such insurance to cover its obligations hereunder as it deems appropriate.

B. The Town Manager agrees to promptly notify the Town of any such claim and to cooperate fully with Counsel designated by the Town to handle such claim. This section shall not obligate the Town to provide a defense, save harmless or indemnify the Town Manager if he personally knows of such claim and fails to provide the Town with prompt and timely notice of a claim for which he seeks coverage under this section.

C. The Town Manager agrees that the Town, acting through the Select Board, has the sole authority to determine the proper defense of any claim that is brought under this section, and he further agrees that the Town has the exclusive authority to make decisions regarding settlement of any claim brought under this section. Finally, the Town Manager agrees that the Town's obligation to defend, save harmless or indemnify him under this section does not apply to claims settled or defended without the Board's knowledge, consent and/or agreement.

D. The Town shall not indemnify the Town Manager in connection with any potential disciplinary hearing or disciplinary action by the Select Board. Further, where indemnification is not otherwise required under Subsection A, above, the Town shall not indemnify the Town Manager in connection with any claim, complaint, demand or other legal action brought by him against the Town or any Town official or employee.

This section shall survive the natural expiration of this Agreement.

Section XIII, Bonding.

As required by the Charter, Chapter 4, Section 2.e., the Town Manager must be bonded. The Town shall bear the full cost of this bond, the amount of which shall be set by the Board.

Section XIV, Non-Renewal of Agreement.

If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Manager written notice at least six (6) months in advance of its intent not to renew this Agreement. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional one (1) year period. In such event, no additional notification shall be required and the Agreement and the Town Manager's employment shall cease as of April 5, 2025, unless the parties agree in writing to continued employment and the terms of such continued employment.

Except as otherwise provided above, nothing in this Agreement shall be construed as requiring that the Town continue Morse's employment as Town Manager past the natural expiration of the Agreement.

Section XV, Other Terms and Conditions of Employment.

A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.

B. All other general provisions of the Town's By-Laws relating to fringe benefits shall also apply to the Town Manager as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.

C. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Personnel Rules and Regulations.

Section XVI, No Reduction in Benefits.

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such a reduction is across the board for all other non-union employees of the Town.

Section XVII, Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. TOWN: Chairman of Provincetown Select Board
Provincetown Town Hall
260 Commercial Street
Provincetown, MA 02657

2. TOWN MANAGER: Alex B. Morse
11 Linden Street
Holyoke MA 01040

Upon relocation to Provincetown, the Town Manager shall notify the Chair of the Select Board in writing of his official address for purposes of this Section, such notification to be appended to this Agreement and which shall serve to amend this address listed above for the Town Manager.

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XVIII, General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.

- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Manager.

- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

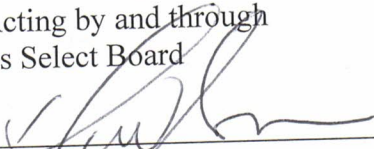
- D. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee."

- E. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Town of Provincetown, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Select Board and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate.

TOWN OF PROVINCETOWN

Acting by and through
Its Select Board



David Abramson
Chairman, Select Board

DATE: 3/11/2021

TOWN MANAGER



Alex Benjamin Morse

DATE: 3.12.21

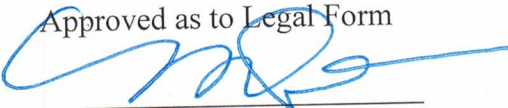
Attest to Signature:



Town Clerk

DATE: March 11, 2021

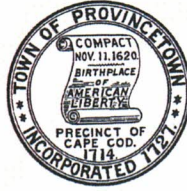
Approved as to Legal Form



Town Counsel

DATE: 3/17/21

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Town Manager

Definition:

Administrative, management and supervisory work in directing the activities of all town departments, commissions, board and officers except those excluded by charter or law; all other related work as required.

Supervision:

Reports to the Select Board and works with considerable independence while receiving policy direction from the Select Board.

Performs varied and highly complex professional municipal management duties and assumes full responsibility for planning and directing town activities. Exercises considerable judgment making administrative and policy decisions and overseeing the operations of all town departments.

Supervises all administrators and department heads with final responsibility for all full-time and part-time employees.

Job Environment:

Work is generally performed under typical office conditions. Operates typical office equipment including a computer. Operates a motor vehicle to travel during the course of work.

Makes frequent contact with local, state, regional and federal officials, local business and community leaders, town employees and department heads, and the general public.

Has access to all municipal confidential information.

Errors in judgment and administration may have far-reaching effects on the town's ability to deliver services and may have direct financial and legal repercussions. Therefore, the Town Manager should maintain good relationships across all parts of the community.

Essential functions:

Recommended Minimum Qualifications:

Education and Experience:

The qualifications for the position are set forth in Chapter 4, Section 2 of the Town Charter.

Massachusetts Class D driver's license required.

Knowledge, Ability and Skill:

Comprehensive understanding of town government and the New England Town Meeting Process. Thorough knowledge of the principles and practices of municipal finance, budget management, personnel management, collective bargaining, and intergovernmental relations; thorough knowledge of state and federal laws which affect local government. Knowledge of Massachusetts General Laws, Proposition 2-1/2, Town Meeting structure, grant writing, warrants & legal requirements.

Ability to direct the work of professionals and subordinates. Ability to negotiate contracts, agreements and appropriate working arrangements with community organizations and the business community. Ability to work under time pressure and in stressful circumstances. Ability to develop effective working relationships with subordinates and with other town departments.

Strong oral communication skills and the ability to represent the town before an array of organizations. Excellent writing skills required. Strong organizational skills and the ability to manage a large number of projects and tasks at any given time.

Physical Requirements:

Minimal physical effort generally demanded in performing duties under typical office conditions.

Updated April 2019