

## **EMPLOYMENT AGREEMENT FOR GILFORD TOWN ADMINISTRATOR**

This is an Employment Agreement between the Gilford Board of Selectmen ["the Board"] on behalf of the Town of Gilford, New Hampshire, having a place of business at 47 Cherry Valley Road, Gilford, New Hampshire ["the Town"] and Scott J. Dunn ["Town Administrator"] of 1032 Cherry Valley Road, Gilford, NH 03249; wherein the parties agree as follows:

### **Section 1. FUNCTIONS/RESPONSIBILITIES**

The Board agrees to continue to employ Scott J. Dunn as the Town Administrator of the Town of Gilford to perform the duties and functions of said position as set forth in the "Job Description for Town Administrator" as attached hereto and incorporated herein; and any duly-passed, lawful resolution or direction of the Board, acting as a body in accordance with the provisions of RSA 91-A. The Town Administrator will report directly to the Board as his supervisors. He will strive to fulfill the duties of the position and to accomplish the objectives as set forth by the Board to the best of his abilities. The Town Administrator shall work in a full-time capacity only for the Town of Gilford.

### **Section 2. TERM**

The term of this Agreement shall be for a period of three (3) years from August 18, 2011 to August 18, 2014, which term may be successively extended by mutual agreement of the parties.

### **Section 3. TERMINATION/RESIGNATION**

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the employment of the Town Administrator at any time, subject to:
1. Written notice of termination shall be given to the Town Administrator at least thirty (30) days from the effective date of termination, unless the parties agree otherwise; and
  2. The provisions set forth in Section 4 of this Agreement.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Administrator to resign at any time from his employment provided that written notice of resignation shall be given to the Board at least thirty (30) days prior to the effective date of resignation, unless the parties agree otherwise; and
- C. In consideration for the payment of the severance provisions described in Section 4. A herein, the Town Administrator agrees to waive any rights he may have under this Agreement or the Town's Personnel Policies to appeal, contest or otherwise dispute the Board's decision to terminate his employment.

### **Section 4. SEVERANCE**

- A. In the event that the Town Administrator is terminated by the Board during such time as he is willing and able to perform the duties of the Town Administrator, or in the event that the Board does not agree to extend this Agreement upon its expiration, the Town shall continue to pay the Town Administrator's regular weekly salary and the Town shall continue to provide all other employee benefits then in effect for a period of twenty-six (26) weeks beginning on the effective date of termination. The continuance of salary and

employee benefits described herein shall be at the expense of the Town of Gilford to the same extent as the Town of Gilford paid the Town Administrator while he was an employee as of the day prior to the effective date of termination.

- B. The severance described herein shall NOT BE PAID if the Town Administrator is terminated for any of the following reasons:
1. Indictment, conviction, or guilty plea to any felony allegation or any lesser charge as part of a plea agreement on a felony charge.
  2. A conclusive finding by a Federal or State court or panel or an independent investigatory agency that he has personally committed an act(s) of sexual harassment.
  3. Engaging in specific acts of lewd and lascivious nature which become matters of common knowledge such as to bring dishonor upon the position of Town Administrator and the Town.

**Section 5. SALARY**

The Town shall budget and pay the Town Administrator an annual base salary of \$94,276, to be paid in weekly installments of \$1,813. Additional compensation in the form of salary increases and/or merit pay shall be determined as set forth in the Town's Personnel Policies, or as otherwise approved by the Board of Selectmen.

**Section 6. RETIREMENT**

- A. The parties agree that the Town Administrator shall be enrolled as a participant in the New Hampshire Retirement System in accordance with the laws and regulations applicable thereto.
- B. The Town shall budget and pay a matching contribution to the Town Administrator's deferred compensation IRS Section 457 retirement plan, up to a maximum amount of five percent (5%) of the Town Administrator's taxable compensation.

**Section 7. VACATION LEAVE**

The Town Administrator's annual vacation leave shall be a minimum of twelve (12) days per year, as otherwise set forth in the Town's Personnel Policies.

**Section 8. PROFESSIONAL DEVELOPMENT**

- A. The Town shall budget and pay for the professional dues and subscriptions of the Town Administrator necessary for his continued and full participation in national, regional, and state associations and organizations designed for professional growth and advancement and to further realize the goals and objectives of the Board. Said dues and subscriptions shall be for membership in the International City Managers Association and the New Hampshire Municipal Managers Association and such other organizations as the Board approves.
- B. The Town shall budget and pay for travel and subsistence expenses of the Administrator for professional and office travel, meetings and other occasions to continue professional

development and representation of the Town at official functions, including but not limited to the International City Management Association Conference, New Hampshire Municipal Managers Annual Conference, and such other short courses, seminars and workshops as the Board approves.

**Section 9. TRANSPORTATION**

The Town Administrator understands that the Town will not be providing an automobile for business use. The Town Administrator shall submit a quarterly voucher for mileage reimbursement for use of his own vehicle for any training, seminars, meetings or other official business at the rate set forth in the Town's Personnel Policies. Reimbursement is not available for commuting to Town Offices.

**Section 10. NO REDUCTION IN BENEFITS**

The Town shall, at no time, reduce the salary, compensation or other benefits to the Town Administrator, except to the degree that such a reduction is applied to all salaried employees.

**Section 11. INDEMNIFICATION**

The Town shall defend, save harmless and indemnify the Town Administrator against any tort, professional liability claim or other legal action to the extent allowed by law under RSA 31:105 and 106.

**Section 12. TOWN'S PERSONNEL POLICIES**

The provisions of the Town's Personnel Policies shall apply to all terms and conditions of employment of the Town Administrator to the extent that such provisions do not contradict the provisions and intent of this Agreement. It is expressly understood that the Town reserves the right to change or modify the Personnel Policies at anytime at its own discretion.

**Section 13. NON-APPROPRIATION OF FUNDS**

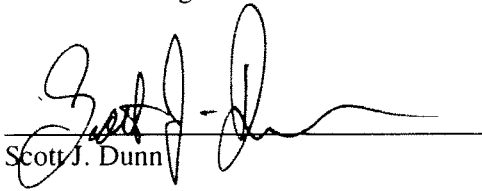
Notwithstanding anything contained herein to the contrary, the parties understand that the Town's obligations under this Agreement are contingent upon the necessary funds being lawfully appropriated each fiscal year by the Town Meeting, as required under RSA 32:8 and other applicable law. The Town agrees to include all such sums necessary to fund this Agreement as part of the default budget set forth in RSA 40:13, IX, (b).

**Section 14. 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 Administrator.
- C. This Agreement shall become effective upon obtaining signatures from both parties.
- D. 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.

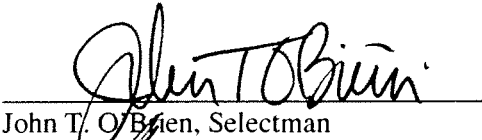
**IN WITNESS THEREOF**, the Town of Gilford has caused this Agreement to be signed and executed by the authority of its Board of Selectmen. The Town Administrator has signed and executed this Agreement, both in duplicate.

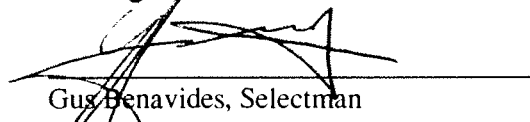
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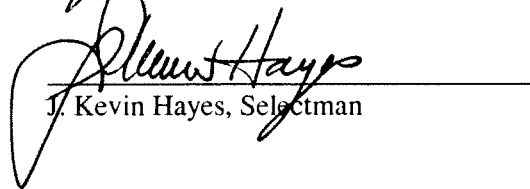
  
\_\_\_\_\_  
Scott J. Dunn

**TOWN OF GILFORD**

Date: 8/10/11

  
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John T. O'Brien, Selectman

  
\_\_\_\_\_  
Gus Benavides, Selectman

  
\_\_\_\_\_  
J. Kevin Hayes, Selectman

TOWN OF GILFORD, NH  
**JOB DESCRIPTION FOR TOWN ADMINISTRATOR**



**JOB SUMMARY**

Serves, at the pleasure of the Board of Selectmen, as the chief administrative officer of the town. Responsible for carrying out the duties and responsibilities assigned by the Board of Selectmen. Manages and coordinates the Office of the Board of Selectmen, supervises day-to-day operations of Town operations, administers the personnel policies of the Town and, with the assistance of the Finance Director, oversees the financial and purchasing functions of the Town. Serves as the Board of Selectmen's liaison with Town department heads and employees. Establishes effective working relationships with all Town boards, commissions, committees, and departments.

**SUPERVISION RECEIVED**

Exercises a considerable degree of independent judgment subject to general supervision and Policies direction from the Board of Selectmen. Performance is evaluated through conferences with the Board of Selectmen and is based upon the adequacy of reports to the Board of Selectmen, adherence to the administrative procedures of the Town government and the policies promulgated by the Board, and achievement of specified goals and objectives established for the position by Board.

**SUPERVISION EXERCISED**

Provides administrative direction to all department heads and supervises town office clerical staff. Supervises the staff of the Office of the Selectmen – which includes the offices of the Finance Director and Appraiser – and Town department heads as directed by the Board of Selectmen. Prepares performance evaluations for those employees, including department heads, under his direct supervision, and recommends the employment and termination of personnel, including recommending to the Board disciplinary action when appropriate to do so. Prepares letters of commendation for the Boards signature.

**ESSENTIAL FUNCTIONS**

(Any one position may not include all of the duties listed, nor do the listed examples include all duties which may be found in positions of this class.)

1. Researches and recommends Policies alternatives to the Board of Selectmen. Implements policies by providing administrative direction to department heads and staff.
2. Administers and implements the personnel functions of the organization. In consultation with the Board of Selectmen and department heads coordinates employee hiring, evaluations, promotion and discipline. Recommends appointments and dismissals to the Board of Selectmen. Recommends staffing levels and personnel Policies revisions to Selectmen.
3. Assists department heads with the formulation of their annual operating and capital budgets and coordinates the preparation of the same for presentation to and the review, modification and adoption by the Board of Selectmen, Budget Committee and Town Meeting. Reviews monthly revenue, expenditure and other relevant financial reports to insure compliance with appropriation appropriations and provides same to the Board of Selectmen

4. In consultation with the Board of Selectmen, establishes and coordinates, with the assistance of the Finance Director, town purchasing policies and directives. Reviews and approves all purchase orders and invoices calling for the expenditure of \$5,000.00 or more and submits same to the Board of Selectmen for its approval.
5. Serves as principal liaison between Board of Selectmen and the public, media, and other public officials. Prepares news releases, meets with media, other public officials and the public to explain policies and procedures.
6. Coordinates and administers all Town legal matters. Assists Town Counsel with the collection and review of material for preparation in legal matters. Recommends, with the advice and consent of Town Counsel, legal strategies for approval by the Board of Selectmen.
7. Attends all Selectmen meetings and the meetings of other Board and Commission as required by the Board of Selectmen. Formulates weekly agenda and provides the Selectmen with pertinent supporting data. Coordinates and schedules public hearings in accordance with state and local rules and regulations.
8. Supervises daily functions of the Offices of the Board of Selectmen, the Finance Director, the Appraiser, and the Technology Director, insuring the quality of the organization's accounting and financial reporting, assessing, and information management functions.
9. Responsible for the preparation of the Town Report, Town Ordinance, warrants and amendments. Coordinates the preparation of all required Town, State of New Hampshire, and Federal Government reports and forms.
10. Presents annual goals and objectives for review and approval by the Board of Selectmen. Develops and implements the strategies for the implementation of said goals and objectives and reports thereon to the Board for continuous review. Provides strategic planning and makes recommendations on Policies development and implementation for review and action thereon by the Board of Selectmen.
11. Works with the Planning Director and Code Enforcement Office to insure consistency in the enforcement of land use regulations. Provides, with the assistance of the Planning Director, advice to the Planning Board and Board of Selectmen on Policies initiative in the area of land use and regulation.
12. Updates and keeps Board of Selectmen informed regarding all of the above-listed duties.

Performs other related duties as directed by the Selectmen.

#### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

1. Thorough knowledge of public administration, including personnel, financial and general management principals, policies and practices.
2. Thorough knowledge and understanding of Town policies and procedures, Town ordinances, and Federal and State laws and regulations governing town and municipal affairs.
3. Considerable knowledge of modern office management, personnel administration, governmental accounting, statistics and bookkeeping methods.
4. Ability to:
  - a. plan, organize, assign, supervise, inspect, and coordinate the work of professional, technical and support personnel.

- b. delegate responsibility.
- c. prepare comprehensive studies, to analyze problems, prepare and present technical and statistical reports, and to formulate recommendations.
- d. develop implement, and evaluate administrative policies and procedures.
- e. negotiate and resolve disputes effectively.
- f. exercise creativity and initiative in resolving Town problems and issues in the course of carrying out administrative responsibilities.
- g. exercise judgment and discretion in applying and interpreting the policies of the Board of Selectmen.
- h. communicate effectively, both orally and in writing.
- i. establish and maintain effective working relationships with Town employees, the business community, state, regional, and federal officials, and the general public.

#### **MINIMUM QUALIFICATIONS REQUIRED**

Bachelors degree in Public Management, Business Administration or related field; Master's degree preferred; two years administrative experience, preferably in a municipal setting; OR any equivalent combination of experience and education which demonstrates possession of the required knowledge, skills and abilities.