



TOWN OF HALIFAX
Commonwealth of Massachusetts

OFFICE OF THE BOARD OF SELECTMEN
499 PLYMOUTH STREET
HALIFAX, MA 02338

TEL: 781-294-1316
FAX: 781-294-7684

TO: Town Accountant
FROM: Selectmen Assistant
DATE: March 19, 2024
RE: Town Administrator Contract

Attached, for retention in your files, please find **one original signed** employment contract between the Town of Halifax and Town Administrator, Cody Haddad.

By copy of this letter, one (1) signed original of the contract is being given to Cody Haddad and one (1) copy has been forwarded to the Town Treasurer. In addition, one (1) copy is retained in the Selectmen files. No other copies have been made or distributed.

If you have any questions, please contact our office. Thank you.

Pamela J. McSherry
Selectmen Assistant

/pjm
attachment

cc: Cody Haddad (original)
Town Treasurer (copy)

**EMPLOYMENT AGREEMENT BETWEEN
TOWN OF HALIFAX
AND
CODY HADDAD, TOWN ADMINISTRATOR**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 12th day of March 2024, by and between the Town of Halifax, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectmen, hereinafter called "Board" and Cody Haddad, hereinafter called "Town Administrator", as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Cody Haddad as Town Administrator of the Town of Halifax

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws may contract with the Town Administrator for such services;

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

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

WHEREAS, Cody Haddad, agrees to accept employment as Town Administrator 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 Administrator.

The Town hereby offers to employ Cody Haddad as Town Administrator of said Town, and the Town Administrator accepts said offer of employment. The Town Administrator shall be the Chief Administrative Officer of the Town and all employees falling under the Board of Selectmen shall report to the Town Administrator. The Town Administrator shall perform the duties specified in the job description, Town by-laws and such other duties as the Board shall from time to time legally assign to him.

Section II, Term.

This Agreement shall become effective March 1, 2024, and shall be in full force and effect until February 28, 2027. The Agreement shall be for a term of approximately 3 years, subject to Section XIV and shall be binding on the Town in each year of its duration.

Section III, Termination and Severance Pay.

A. The Board may terminate the Town Administrator for just cause during the term of this Agreement only after a hearing is held of which the Town Administrator is provided a thirty (30) day notice prior to such hearing. The termination of the Town Administrator shall only be valid if 2/3 of the Board votes in favor of termination. In the case that the Board of Selectmen is expanded to five (5) members, termination shall only be valid if 4/5 of the Board votes in favor of termination.

B. In the event the Town Administrator is terminated by the Town, or is requested to resign by the Board, prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Administrator a lump sum cash payment equal to nine (9) months aggregate salary, which amount shall be paid to the Town Administrator on or before the effective date of termination of his employment; provided, however, that in the event the Town Administrator is terminated for gross misconduct in office, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.

C. In the event the Town Administrator voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Town Administrator shall give the Town ninety (90) days written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

D. Subsection B of this Section shall survive any termination of this Agreement.

Section IV, Salary.

- A. Salary increases each year are subject to the Town Administrator receiving an overall rating of satisfactory (2.0 or above on a rating scale out of 4.0) or above on the prior year performance evaluation by at least 2 of the 3 board members.
- B. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$158,913 subject to applicable withholdings and deductions, effective March 1, 2024, and continuing through June 30, 2024, payable in installments at the same time as other employees of the Town are paid.
- C. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$166,630, subject to applicable withholdings and deductions, effective July 1, 2024, and continuing through June 30, 2025 payable in installments at the same time as other employees of the Town are paid.
- D. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$174,721, subject to applicable withholdings and deductions, effective July 1, 2025, and continuing through June 30, 2026 payable in installments at the same time as other employees of the Town are paid.
- E. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$183,206, subject to applicable withholdings and deductions, effective July 1, 2026, and continuing through February 28, 2027 payable in installments at the same time as other employees of the Town are paid.
- F. If the Town Administrator continues in office after the expiration of this Agreement, and there is no successor agreement, he or she shall continue to receive the latest salary under this Section and the same benefits under this Agreement until such time as his or her salary and benefits shall be otherwise provided for by the Town. This Subsection shall survive the termination of this Agreement.

Section V, Town Administrator Evaluation.

- A. The Board shall review and evaluate the Town Administrator every year from the date of appointment. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Administrator. Further, the Chairman of the Board shall provide the Town Administrator with a summary written statement of the evaluation findings of Board Members and shall provide an adequate opportunity for the Town Administrator to discuss his evaluation with the Board. The individual evaluation of Board Members shall be part of the Town Administrator's personnel file, subject to chapter 30A of the Massachusetts General Laws.
- B. Annually the Board and the Town Administrator 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, 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.

Section VI, Hours of Work.

A. The Town Administrator will devote full time and attention to the business of the Town and will not engage in any other business, except with the approval of the Board.

B. It is recognized that the Town Administrator must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Administrator will be allowed to take reasonable time off during said normal office hours.

C. The Town Administrator will regularly be available at the Town Hall Monday-Thursday during office hours but will remain available 24 hours per day and 7 days per week via phone and email.

Section VII, Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty, and Disability Insurance.

A. The Town shall provide the Town Administrator with a health insurance policy, similar to other Town employees with the Town contributing 50% of the premium and the Town Administrator contributing 50% of the premium. Should the Town Administrator not take part in the Town's health insurance coverage, he shall be provided with an annual stipend, paid out of the Group Insurance Line Item equal to the Town's share (50%) of the Blue Care Elect PPO Benchmark Family Health Plan total premium, prorated and payable in installments at the same time as other employees of the Town are paid.

B. The Town Administrator shall be granted five (5) weeks paid vacation per contract year, available on July 1 of each year. A week shall be defined as forty (40) hours. A maximum of two weeks of unused vacation days may be carried over from one year to another. For the period of March 1, 2024, through June 30, 2024, the Town Administrator shall not be provided any additional vacation time and only utilize what has already been provided.

C. The Town Administrator shall be granted fifteen (15) sick days per fiscal year. Unused sick days may accumulate from year to year.

- D. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Administrator if this Agreement is extended.
- E. The Town Administrator shall receive all the same paid holidays as non-union employees.
- F. Upon the death of the Town Administrator's spouse or his children, the Town Administrator will be granted leave of five working days without loss of pay. Upon the death of the Town Administrator's mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Town Administrator will be granted leave of three working days without loss of pay.
- G. The Town Administrator shall be granted the same number of personal days as non-union employees.
- H. In the event that the Town Administrator serves as a juror in a federal court or in the Courts of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he or she shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.
- I. Should the Town Administrator 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 or her vacation leave and shall be considered as professional development leave.

Section VIII, Deferred Compensation.

The Town shall not contribute to the Town Administrator's deferred compensation.

Section IX, Professional Development.

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

B. The Town shall pay the Town Administrator's registration fees(s), travel, lodging and subsistence expenses to and from the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual Conference, and the Massachusetts Municipal Managers' Association Conferences.

Section X, Dues and Subscriptions.

The Town agrees to pay for the professional dues and subscriptions of the Town Administrator necessary for his membership in the following professional organizations:

International City Management Association (I.C.M.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 Administrator 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.
- B. The Town Administrator shall be provided with a cell phone and laptop to be used for the purpose of conducting Town business.
- C. If the Town Administrator 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.

This Section shall survive the termination of this Agreement.

Section XII, Indemnification.

- A. The Town shall indemnify and save harmless the Town Administrator from personal financial loss and expense, including reasonable legal fees and costs, if any, in an amount not to exceed ONE MILLION (\$1,000,000.) DOLLARS, arising out of any claim, demand, suit, or judgement by reason of any act or omission, except an intentional violation of civil rights of any person, if the Town Administrator at the time of such act or omission was acting within the scope of his official duties or employment. Except as otherwise provided herein, the Town shall indemnify and save harmless the Town Administrator to the same extent as if Massachusetts General Laws Chapter 258, Section 13 were in full force and effect. The Town's indemnification obligations herein shall not extend to any disciplinary actions or other proceedings by the Town against the Town Administrator.
- B. This section shall survive the termination of this Agreement.

Section XIII, Bonding.

The Town shall bear the full cost of any fidelity or other bonds required of the Town

Administrator.

Section XIV, Non-Renewal of Agreement.

If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Administrator written notice at least nine (9) months in advance of its intent not to renew this Agreement. If the Board fails to give such written notice, this Agreement and its tenants and conditions shall be extended for an additional one-year period.

If the Board does not give a notice of non-renewal, and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional one-year period.

If the Town Administrator decides not to renew this agreement at its termination, the Town Administrator shall give the Board at least six (6) months' notice of his intent not to renew this 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 Administrator as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Administrator, except as otherwise provided in this Agreement.

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

C. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or 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 Administrator.

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:

TOWN: Chairman of the Board of Selectmen
499 Plymouth Street
Halifax, MA 02338

TOWN ADMINISTRATOR: Cody Haddad


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 Administrator.
- 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 Administrator shall be an "exempt employee."
- E. All cost items of this Agreement shall be subject to annual appropriation.

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

TOWN ADMINISTRATOR

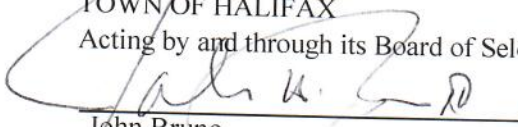


Cody Haddad

3-12-2024
DATE

TOWN OF HALIFAX

Acting by and through its Board of Selectmen



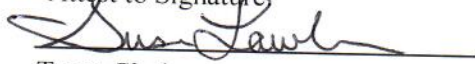
John Bruno

3-12-2024
DATE

Jonathan Selig

Naja Nesseralla

Attest to Signature:



Town Clerk

DATE: MARCH 19, 2024

Approved as to Legal Form

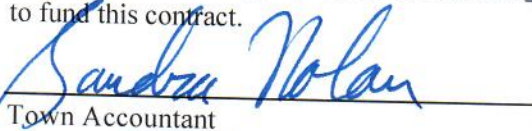
See Attached

(Town Counsel)

DATE: _____

I certify there is an appropriation in Account to fund this contract.

01-129-5110 (with line item transfer from 01-241-5110)



Town Accountant

DATE: 3/18/24

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

TOWN ADMINISTRATOR

Cody Haddad

DATE

TOWN OF HALIFAX
Acting by and through its Board of Selectmen

John Bruno

DATE

Jonathan Selig

Naja Nessralla

Attest to Signature:

Town Clerk

DATE: _____

Approved as to Legal Form

Robert _____
(Town Counsel)

DATE: 7-12-2024

I certify there is an appropriation in Account _____
to fund this contract.

Town Accountant

DATE: _____