

**AGREEMENT
BY AND BETWEEN**

**Town of Nantucket by and through its Board of Selectmen
and
the Nantucket Planning & Economic Development Commission**
*Professional services for the Nantucket Planning Board, Zoning Board of Appeals, Affordable
Housing Trust, Building Department, Health Department, and Historic District Commission, to be
collectively known as Planning & Land Use Services (PLUS)*

THIS AGREEMENT, effective as of the 22 day of August, 2012 by and between the Town of Nantucket, Massachusetts (hereinafter referred to as the "Town ") and the Nantucket Planning & Economic Development Commission (hereinafter referred to as the "Commission").

WITNESSETH THAT:

WHEREAS, professional services relating to the administration of certain municipal planning, zoning and land use-related functions of the Town are sought to assist the Town in the coordination of comprehensive land use services; and

WHEREAS, the Commission has been performing planning and zoning services to the Town since its creation pursuant to its creation by Chapter 561 of the Acts of 1973, as amended or as may be amended from time to time and/or for several years without a formalized agreement; and

WHEREAS, in an effort to further a Town Administration goal of consolidating departments with functional similarity for operational and managerial efficiency and economic reasons, we are seeking to combine the operational functions of the departments of Health, HDC, Building, Planning Board, Zoning Board of Appeals, Affordable Housing Trust into one agency collectively known as Planning and Land Use Services (PLUS).

WHEREAS, the Town and the Commission wish to formalize their relationship with mutual recognition of each others' authority and independence, to provide for uninterrupted service to the residents of the Town, County and region of Nantucket and with due regard for efficiency, mutual cooperation and respect;

NOW, THEREFORE, THE PARTIES HERETO DO AGREE TO the mutual covenants and conditions contained herein; including the Scope of Services contained in Exhibit A, which may be adjusted or modified from time to time:

1. The administration of PLUS will be handled by the Director of Planning and the Director of Planning will report to the Town Manager for the administration of PLUS. The Director of Planning will be a member of the Town Administration "Cabinet", an administrative advisory group that meets regularly to discuss a variety of matters, including the achievement of Board of Selectmen and Town Administration Goals, budget development, town meeting, and administrative policy issues. The Director of Planning will administer PLUS in accordance with Town Administration policies and procedures. The departments contained within PLUS will report to the Director of Planning, who may delegate day-to-day operational oversight, under the direction of Town Administration for the overall administration of PLUS.

The infrastructure currently in place in each of the departments to pay bills, purchase supplies and process certain applications will be consolidated into one infrastructure for efficiency purposes (for example one or two individuals vs several will process bills, monitor budget line items and purchase and procure supplies and outside services. All administrative/clerical positions will be

trained to accept a variety of applications. In addition to accepting applications, where applicable, the positions will be trained to issue applications and appropriate related information.

All proposed personnel and budgetary (outside of routine expenditures) actions will require the advance sign-off of Town Administration.

The Director of Planning will also administer the Town's "Yard Sale" program and other real estate programs or processes, such as the "One Big Beach" program, bicycle path or sidewalk easement acquisition, certain types of land-based leases, and will provide information and reports as requested.

A list of deliverables will be developed by the Town Manager and Director of Planning. Progress toward achievement/completion of the deliverables will be reviewed regularly.

The term of the MOU will be such that it continues until the MOU is terminated under the Notice of Termination provision. A complete review of the MOU will be completed after the first year.

2. RESPONSIBILITY OF THE TOWN: The Town shall assume responsibility for assisting the Commission insofar as possible for the purposes of efficiency and furnishing the Commission with information needed to satisfactorily complete the services.
3. REPORTING: The Director of Planning will submit regular reports to the Town Manager on the status of the professional services to be performed in a format to be agreed upon by the Town Manager and Director of Planning.
4. TERM: The professional services to be provided shall commence on or about August 20, 2012 and will continue until termination by the Town of Nantucket.
5. GENERAL PROVISIONS:
 - 5.1 RETENTION OF RECORDS: The Commission shall retain all records, and other documents, including but not limited to payroll records, accounting records, and purchase orders, that are sufficient to document that activities carried out are in accordance with this Agreement. The Commission shall maintain such records in accordance with directions from the Town and applicable State and Federal laws.
 - 5.2 ACCESS TO RECORDS: All accounts, records, reports, files, and other documents, things or properties that relate to activities under this Agreement will be available at all times for inspection, review and audit by the Town, and its authorized representatives.
 - 5.3 TERMINATION OF AGREEMENT: The Town/NP & EDC may mutually terminate this Agreement upon at least 90 days notice which may be waived upon agreement of both parties.
 - 5.4 AMENDMENTS: This Agreement may be amended provided such amendment is mutually agreeable and committed to writing by the signatories hereto.
 - 5.5 PERSONNEL: All personnel except the Director of Planning are included in respective bargaining units with Town of Nantucket employees; or, are covered under the Personnel Policies of the Town if not by a bargaining unit; or, are covered under an employment contract if neither of the two aforesaid applies. The Director of Planning is subject to a written Employment Agreement executed by the Commission and the Town pursuant to 7.0 Administration of the Bylaws of the Commission. All are subject to policies, rules and

regulations, responsibilities and benefits of the Town/County except where specifically otherwise stated.

6. SEVERABILITY OF PROVISIONS: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall remain in force and effect.

IN WITNESS THEREOF, the TOWN and the COMMISSION have executed this AGREEMENT as of the date above so noted.

The Town of Nantucket

By: *Pat Fox*
Chairman, Board of Selectmen

Date: 22 August 2012

Attest: *Erika Smooney*
(Signature)

**Nantucket Planning and Economic
Development Commission**

By: *William E. Howell*
Chairman, NP & EDC

Date: 8/14/2012

Attest: *Andrew V. Vones*
(Signature)

*Andrew V. Vones, Director
of Planning*

ATTACHMENT A

Scope of Services

The following outlines a Scope of Services which the Director of Planning for the Nantucket Planning & Economic Development Commission (the "Commission") will perform for the Town of Nantucket (the "Town"):

1. Planning, administration, implementation, community education, professional training, and service coordination for the activities and responsibilities of the Planning Board, Zoning Board of Appeals, Affordable Housing Trust, Building Department, Health Department, Historic District Commission (collectively known as Planning & Land Use Services "PLUS")) and planning related duties of the Town/County including but not limited to real estate, infrastructure, transportation, capital planning duties and the preparation and formulation of Town Meeting warrant articles for submission to Town Administration/Board of Selectmen.

The Director of Planning will be responsible for the Town's compliance with all applicable State and Federal regulations pertaining to the implementation of the duties contained herein.

2. Oversee and administer public meetings of PLUS departments as necessary. The Commission will provide staff and other resources to assist with the conduct of statutory duties. Tasks include but are not limited to: preparation of packets of information for meetings, notice and posting of hearings, including on-line, transcribing minutes, timely maintenance of website materials and information, handling public inquiries, coordinating with relevant Town departments and community agencies or groups, developing and preparing reports and proposed annual budgets and any and all other duties normally, routinely and reasonably provided by staff of similar municipal boards.

3. Project Management. Certain land use projects may be assigned for which staff from PLUS is required. Resources for such projects will be provided.

4. Monitoring and Reporting Activities. The Commission, through its Director, shall be responsive to the Town/County, through its Town/County Manager on all issues related to this Agreement. The Director shall:

- Attend all department head meetings called by the Town Manager, included Cabinet meetings.
- Attend meetings of staff, the Board of Selectmen, the County Commissioners or any other forum requested by the Town Manager as reasonable and practicable;
- Provide memorandum, reports, and other written material requested by the Town Manager;
- Direct, conduct reviews of, discipline, hire, remove staff so assigned by the Town Manager in compliance with applicable policies, rules and protocol of the Town/County, including collective bargaining agreements.. All such actions shall be made in consultation with Town Administration and shall not occur without the concurrence of Town Administration.

5. Other Activities. Perform such other relevant work tasks and activities as may be authorized by the Town Manager which are mutually agreeable to both and necessary for the meeting of the objectives of the Town/County, and which related to the items contained in this Agreement.