



## **PROFESSIONAL SERVICES AGREEMENT**

### **I. PARTIES TO THE AGREEMENT**

This Agreement, dated \_\_\_\_\_, is to retain professional consulting services for the **Town of Allenstown, New Hampshire (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its authorized representative, the Board of Selectmen, and MRI, by its authorized representative, Alan S. Gould, President.

### **II. SCOPE OF WORK**

MRI will conduct an assessment of the current organizational and operational structure of the Town's Fire Department. While this will not be a full organizational study, MRI will focus on those areas that create the most significant liability/risk issues for the community.

MRI's study will incorporate on-site visits and operational observation, as well as off-site research/data analysis, and meetings between the MRI team to develop final conclusions and recommendations.

This study will provide an independent, objective evaluation of the Town's fire services in which MRI will seek to identify opportunities to maximize utilization of human and financial resources, facilities and equipment, as well as manage risk. While our technical review and assessment is done by in-service experts who are aware of the requirements and responsibilities placed on local government, we assess each operating unit within the context of the overall municipal organization to ensure that final recommendations are balanced and rationally prioritized.

MRI will use a multi-disciplinary peer review approach to this project; we assign subject experts with hands-on experience to review and critique the department within the existing municipal structure. A consultant with extensive municipal management experience will lead and coordinate the review team to ensure that the views and opinions of the individual subject experts are balanced in the context of a broader view of the municipal organization as a whole, and any areas of duplication and redundancy throughout the collective organization are identified and clearly addressed.

We will assign a senior consultant with specific subject expertise and hands-on experience to spend time with the key personnel in the department in order to gain an understanding of and document the organizational, operational, management systems, and approaches currently in place. We will carefully evaluate what is being done, who is doing it, how it is being done, and what it costs, and then

compare and contrast the current structures against alternative approaches, and contemporary “best practice”.

We will conduct a physical inspection of facilities and equipment to identify and isolate obvious problems or issues, and to gain an understanding of current and future demands on available resources.

We will request that the Town appoint a contact person to help coordinate on-site activities and expedite communication; we will also need access to various documents and statistics related to the department.

Once we are satisfied that research and review has been completed to an acceptable level, we will produce a final written report with findings and recommendations for action presented in clear and understandable text and graphics with supporting information and documentation included.

MRI will make recommendations that may result in efficiencies of service delivery by the fire department. MRI’s recommendations will provide practical solutions to many of the challenges facing the Town and when applicable, represent recognized best practice.

### **III. FEES AND CHARGES**

Our services for the organizational study of the fire department will be provided on a lump sum fee basis that is intended to cover all professional time and expenses. The process will be completed for a lump sum, not to exceed, fee of **\$8,500.00**; payments to be made as follows:

1. **\$2,000.00** to be invoiced upon signing this agreement;
2. **\$2,000.00** to be invoiced upon completion of the kickoff meeting with the Town;
3. **\$2,000.00** to be invoiced upon submission of the draft report to the Town; and
4. **\$2,500.00** to be invoiced upon submission of the final report to the Town.

Payments will be made within thirty (30) days of receipt of the invoice unless otherwise agreed. Invoices not paid within thirty (30) days will accrue interest at the rate of 1.5% per month.

### **IV. MRI PERSONNEL IN CHARGE**

Alan S. Gould, President, will serve as Principal-In-Charge of this engagement, coordinating activities, interfacing directly with the Client, and participating throughout the engagement as required. Team members will be assigned and participate upon request of the Client.





Gail H. Schillinger will serve as the Communication Liaison between the Client and MRI to expedite the flow of project information, to record and properly direct Client inquiries regarding the project, and to ensure that problems or issues that may arise during the engagement are addressed and resolved expeditiously. Please feel free to contact Ms. Schillinger regarding any matter related to this project at:

Gail H. Schillinger  
Communication Liaison  
Municipal Resources, Inc.  
120 Daniel Webster Highway  
Meredith, NH 03253  
(603) 279-0352, x-303  
(866) 501-0352, x-303 TOLL FREE  
[gschillinger@municipalresources.com](mailto:gschillinger@municipalresources.com)

Communications or correspondence related to any problems, issues, or changes required for this project shall be directed to the Client at the following address:

Shaun Mulholland  
Town Administrator  
16 School Street  
Allenstown, NH 03275  
(603) 485-4276 x 112

**V. TERM**

This agreement shall remain in force and effect through completion of the assignment.

**THIS AGREEMENT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.**

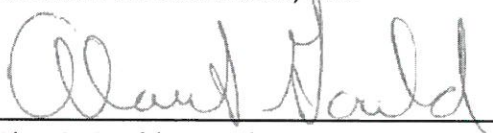
**ACCEPTED AND AGREED**

THE TOWN OF ALLENSTOWN  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
Jeffrey Gryval, Chairman

Date: \_\_\_\_\_

MUNICIPAL RESOURCES, INC.



\_\_\_\_\_  
Alan S. Gould, President

Date: \_\_\_\_\_



\_\_\_\_\_  
Jason Tardiff, Selectman  
Date: \_\_\_\_\_

\_\_\_\_\_  
Kate Walker, Selectman  
Date: \_\_\_\_\_



## ADDENDUM I

### A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this State as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

### B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

### C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

**D. NON-SOLICITATION**

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: \_\_\_\_\_  
Date: \_\_\_\_\_

Initialed for MRI: ASG  
Date: \_\_\_\_\_

Initialed for Client: \_\_\_\_\_  
Date: \_\_\_\_\_

Initialed for Client: \_\_\_\_\_  
Date: \_\_\_\_\_

