

**Town of Auburn
Board of Selectmen
March 7, 2016
Town Hall
7:00 PM**

() Call to Order – Pledge of Allegiance

Approval of Payroll for Week of March 7, 2016
Consent Agenda – as of March 7, 2016

() New Business

- Appointment of Acting Fire Chief

() Old Business

- Municipal Resources (MRI) Professional Services Agreement

() Other Business

- Next Meeting – March 21, 2016

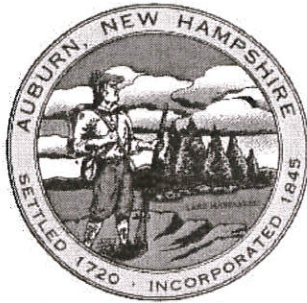
() Minutes

- February 29, 2016 AM Public Meeting
- February 29, 2016 AM Non-Public Meeting
- February 29, 2016 PM Public Meeting
- February 29, 2016 PM Non-Public Meeting

Note: "Any person with a disability who wishes to attend this public meeting and needs to be provided a reasonable accommodation in order to participate, please call the Town Hall (603) 483-5052, or contact the Committee Secretary so that arrangements can be made."

Town of Auburn

Town Hall
47 Chester Road
P.O. Box 309
Auburn, NH 03032



Town Administrator

William G. Herman, CPM
Phone: (603) 483-5052 Ext. 111
Fax: (603) 483-0518
E-Mail:
townadmin@townofauburnnh.com

To: Board of Selectmen

From: Bill Herman, CPM, Town Administrator

Date: March 1, 2016

Re: Fire Chief's Position

As you are all aware, following the Board's meeting on February 22, 2016, Fire Chief Bruce Phillips has formally submitted the attached notice of his intention to retire as Fire Chief of the Auburn Fire Department effective April 1, 2016.

The Board acknowledged Chief Phillips' resignation letter during your public meeting on February 29, 2016.

To ensure a seamless transition and the maintenance of the high level of EMS and firefighting service the Town of Auburn has come to expect, Chief Phillips has asked Captain Ed Gannon to assume the role of Acting Chief effective April 1st until the Board of Selectmen decides to take formal action to fill the position on a regular basis.

During your meeting on March 7th, it would be appropriate for the Board to formally take two actions in this situation. The motions for your consideration are below.

Move to accept with regret the retirement of Bruce Phillips as Fire Chief of the Auburn Fire Department effective April 1, 2016.

Move to appoint Edward Gannon as Acting Fire Chief of the Auburn Fire Department effective April 1, 2016.

Thank you for your consideration.

APPOINTMENT OATH OF OFFICE

To Edward G. Gannon of Auburn in the County of Rockingham

WHEREAS, there is a vacancy for the position of Fire Chief in said town and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you the said, **Edward G. Gannon as Acting Fire Chief** of the Town of Auburn and upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office. Term to expire upon the selection of your successor.

Given under our hands this 7th day of March 2016

Selectmen of the Town of Auburn

"I, Edward G. Gannon, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as Acting Fire Chief for the Town of the Auburn to the best of my abilities, agreeably to the rules and regulations of the Constitution and Laws of the State of New Hampshire; So help me God."

Signature

Address

Phone

E-Mail

Personally appeared the above named, Edward G. Gannon took and subscribed the foregoing oath.

State of New Hampshire, Rockingham County

On the ____ day of _____ of 2016

.....

Selectman, Moderator,
Town Clerk or Deputy Town Clerk

Received and Recorded

.....

Joanne T. Linxweiler, Town Clerk



PROPOSED **PROFESSIONAL SERVICES AGREEMENT**

I. PARTIES TO THE AGREEMENT

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

II. SCOPE OF WORK

The study will review the manner in which police services are provided within the community and make recommendations for improvements. The assignment will require involvement within the community, which may include interviews with elected officials, chief administrative official, the Chief of Police, police personnel, Police Commission and other relevant parties. These interviews will assist the MRI team to:

1. Identify major issues and concerns of the community regarding the operations of the Police Department;
2. Gain an understanding of the predominant perception of the Police Department's operations within the community;
3. Achieve an understanding and appreciation of the values and "personality" of the Town and the local government; and
4. Understand, to the extent possible, the community's needs, wants, and desires with regard to Police services in the future.

We will spend time with the key personnel in the Police Department to gain an understanding of the organizational, operational, and management systems and approaches currently in place, and then compare and contrast the current structures against contemporary "best practice".

We will review the Police Department's operating budget and expenditure detail to gain a sense of how the community currently commits its financial resources towards provision of police services, after which we will conduct a detailed review of departmental activities. We will conduct a physical inspection of the police facilities 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 and the Police Department make available to us the following documents and information:

- Copies of Annual Reports and Budgets for the past 3 years.
- A copy of the Municipal Master Plan.
- Operating Rules, Regulations, Standard Operating Procedures, and Organizational Charts for the Police Department.
- Details of any grievances filed by any municipal employees over the past 2 years and the disposition of each.
- Current salary scales of all police employees.
- Job descriptions of all police employees.
- Roster of names, job titles, current assignments, and contact information for all police employees.
- Maps of police patrol areas.
- Police Department Uniform Crime Report and Traffic Accident Rate data for the past 3 years (UCR & NIBRS).
- A sampling of any citizen complaints received regarding any of the various operations of the Police Department during the past 2 years.
- A copy of all municipal and Police Department personnel rules.
- A list of all accidents involving police vehicles during the past 2 years.
- A list of any current lawsuits pending against the Police Department or its employees in their official capacity.

- A detailed copy of the operating budget and support detail of the Police Department for the current and previous year.
- Copies of any Inter-municipal Agreements or Mutual Aid agreements with any other communities or public entities.
- A copy of the Municipal Emergency Response Plan.

In addition, during our visits to the Police Department, we will be asking for access (within legally imposed limitations) to the following records:

- Dispatch records showing calls for service, work activity logs, and workload projection.
- Copies of departmental work schedules.
- Records of complaint investigation and disposition (to the extent that they may be legally made available to us).
- Vehicle and equipment maintenance records.
- Personnel and training files.
- Employee performance evaluations.
- Background investigations of newly hired officers and internal affairs complaints to the extent that they may be legally made available to us.

Among the questions that we will attempt to answer will be the following:

- Do local officials, members of the community and municipal employees have a clear idea of the values, missions, goals and objectives of the Police Department in general, and are they in agreement on them?
- To what extent would an added emphasis/more focus on different management practices or changed approaches assist the municipality or the Police Department in more efficiently or effectively delivering services to the community?
- To what extent has community policing or other current concepts of policing been successfully incorporated in pursuing the Department mission?

- Is proper organizational theory including chain of command, span of control, and unity of command in place within the Police Department, and are these principles working in everyday operations?
- Are personnel deployed efficiently and effectively?
- Are the current operating budgets and levels of staffing adequate?
- Once passed, is the budget being properly administered?
- Are there adequate financial and management controls in place in such areas as department owned property and equipment, cash receipts, and purchasing?
- Are there adequate controls over evidence, property, cash, and equipment?
- Are personnel utilized efficiently and effectively?
- Are the communications and data processing systems adequate, and is management information properly utilized?
- Has the command structure been providing proper leadership?
- Are personnel properly trained for the positions they occupy?
- Is the level of internal discipline adequate, and is it fairly administered?
- Does the Department have a good working relationship with other departments and other public safety agencies?
- Is employee turnover reasonable, and if high, what are the causes?
- What is the current condition regarding employee and management relations; employee relations with each other; and management's relations with each other?
- Is the vision of the Department well established and is direction clear?
- Do the employees feel motivated?
- Is there a sense of unity in the Department?
- Do employees see management as role models?

- Do employees believe their leaders represent their Department well?
- Is communication within the Department clear, consistent, and timely?
- Is the ratio of management to employees within an appropriate range (e.g., too lean or too top heavy)?
- Is the dispatching function handled appropriately?
- Are the hiring and promotional processes adequate to select the best qualified candidates, screen out undesirables, and achieve an appropriate level of diversity?
- Are citizen complaints and concerns responded to in a proper manner?
- Are the rules, regulations, policies and procedures adequate and up-to-date, and are they understood and observed by all?
- Are the physical facilities and equipment, including motor vehicles and radios, up-to-date, capable of meeting the demands on it, and operated and maintained in the most cost-effective manner?

The results of our assessment will be presented in a written report and may be presented in a work session format designated by Town officials. During this work session, the MRI team will explain, interpret, and expand upon the information in the report and answer questions.

III. FEES AND CHARGES

Our services for the Police Study, 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 fee of **\$14,000.00**; payments to be made as follow:

1. **\$5,000.00** to be invoiced upon signing this agreement;
2. **\$5,000.00** to be invoiced upon the presentation of MRI's initial findings in a work session; and
3. **\$4,000.00** to be invoiced upon the submission of the final report to the Town.

Payments will be made within fifteen (15) days of receipt of the invoice unless otherwise agreed. Invoices not paid within fifteen (15) days will accrue interest at the rate of 1.5% per month.

IV. MRI PERSONNEL IN CHARGE

Alan Gould will be MRI's Project Manager. Specific Project Team members will be assigned based upon specific needs.

Gail H. Schillinger will serve as the Customer Liaison Representative 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
Customer Liaison Representative
Municipal Resources, Inc.
120 Daniel Webster Highway
Meredith, NH 03253
(603) 279-0352, x-303
(866) 501-0352, X-303 TOLL FREE
gschillinger@mrigov.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:

William Herman, Town Administrator
Auburn Town Offices
47 Chester Road
PO Box 309
Auburn NH 03032

V. TERM

This agreement shall remain in force and effect through completion of the assignment. It is anticipated that upon execution of a contract, it will take approximately 90-120 days to complete this Study.

Either party may terminate the Agreement with 30 days advance written notice to the other party.

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

ACCEPTED AND AGREED

THE TOWN OF AUBURN
BY ITS BOARD OF SELECTMEN

MUNICIPAL RESOURCES, INC.

James F. Headd, Chairman

Date: _____

Alan S. Gould, President

Date: _____

Richard W. Eaton, Selectman

Date: _____

Dale W. Phillips, Selectman

Date: _____

PROPOSED CONTRACT

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, and 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 affiliate 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: _____
Date: _____

Initialed for Client: _____
Date: _____

Initialed for Client: _____
Date: _____