

## **Interim Manger Process**

### **1 February 18, 2016 SB Meeting**

- 1.1 Contract with MRI or directly with Interim
  - 1.1.1 Discussion Items
    - 1.1.1.1 MRI
    - 1.1.1.2 MRI Contract with Hartford
    - 1.1.1.3 Direct
  - 1.2 Review draft agreement with Temporary Interim
  - 1.3 Determine level of services needed
    - 1.3.1 Discussion Items
      - 1.3.1.1 Hartford 2 days per week
      - 1.3.1.2 General management of departments
      - 1.3.1.3 Management of Assessor's Contract
      - 1.3.1.4 Management of litigation
      - 1.3.1.5 Approval of purchases
      - 1.3.1.6 Approval of AP warrant
      - 1.3.1.7 Approval of Payroll warrant
      - 1.3.1.8 Preparation of draft SB agenda
      - 1.3.1.9 Support of SB initiatives
      - 1.3.1.10 Attend SB meetings
      - 1.3.1.11 Employee evaluations
      - 1.3.1.12 Approval of payroll changes
      - 1.3.1.13 Department Head meetings
      - 1.3.1.14 Responses to citizen concerns
      - 1.3.1.15 Collector of taxes and delinquent taxes
      - 1.3.1.16 Personnel policy revisions
      - 1.3.1.17 SR2S
      - 1.3.1.18 Recommended Tax Rate
      - 1.3.1.19 Project management if alternate projects approved and money appropriated
      - 1.3.1.20 Project management of police/fire facility design
      - 1.3.1.21 Management of Codification project
      - 1.3.1.22 Days per week?

### **2 February 24, 2016 SB Meeting**

- 2.1 Appoint Temporary Interim

### **3 March 2, 2016 SB Meeting**

- 3.1 Review resumes
- 3.2 Establish pay range
- 3.3 Select candidates for interviews

### **4 Special Meeting**

- 4.1 Interview candidates

### **5 March 9, 2016**

- 5.1 Select candidate

### **6 Negotiate an agreement with interim if direct hire**

## Appointment of Interim Town Manager

WHEREAS, the Town Manager has resigned his position effective February 26, 2016 and the Selectboard has offered the position of Interim Town Manager to \_\_\_\_\_ subject to the following provisions:

1. The appointment of \_\_\_\_\_ as Interim Town Manager is effective at 5:00 pm on February 26, 2016 and is made pursuant to 24 V.S.A. Chapter 37 to fill the vacancy until a successor Interim Town Manager has been appointed at which time \_\_\_\_\_ shall resume his duties as the \_\_\_\_\_;
2. The Interim Town Manager shall have all powers and perform all duties of the Town Manager.
3. The Interim Town Manager shall be responsible to the Selectboard for the proper and efficient administration of departments under the Interim Town Manager's charge. The Interim Town Manager has reviewed and agrees to perform the duties and responsibilities of the Town Manager as outlined in 24 V.S.A. Chapter 37.
4. The compensation of the Interim Town Manager shall be \_\_\_\_\_ per annum. Before entering into the duties of office, the Interim Town Manager shall be sworn to the impartial and faithful performance of the position with a certificate to that effect to be filed with the Town Clerk.
5. The Interim Town Manager's appointment shall expire on March 25, 2016 or upon the appointment of a successor Interim Town Manager whichever is sooner.

Adopted by the Norwich Selectboard at a meeting on February 24, 2016

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Linda Cook, Selectboard Chair

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Municipal Resources  
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## **PROFESSIONAL SERVICES AGREEMENT**

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

This Agreement, dated \_\_\_\_\_, is to retain professional consulting services for the **Town of Hartford, Vermont (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its authorized representative, Chuck Wooster, Selectboard Chair, and MRI, by its authorized representative, Alan S. Gould, President.

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

This engagement will consist of providing interim administrative services to the Town of Hartford. MRI will assign Patrick MacQueen, an experienced public manager, to provide staff support necessary to address the professional, technical, and management functions of the Town.

It is expected that the Interim Town Manager will be on-site as necessary, but generally two days per week. Additionally, the Interim Town Manager will be available by phone and e-mail at all other times (within reason) for consultation with Department personnel or in the event of an emergency requiring input/direction. The consultant will be available to commit additional time as requested by the Board, if necessary, to ensure that the duties and responsibilities of the role are fulfilled.

The Interim Town Manager will establish and consistently maintain a positive and professional ongoing working relationship with the Town staff and those with whom he will interface in the community.

If at any time, the Selectmen determine that the assigned consultant's services do not satisfy the needs of the Town, they may terminate the agreement with 10 days advance notice of request that MRI replace the assigned consultant with a similarly qualified manager to the extent that MRI has someone available. In such event, MRI will cooperate and assist the Selectmen in any way that ensures continued operations and a smooth transition.

In the event that MRI is unable to provide the services of the assigned consultant due to accident, injury, prolonged illness, or any other reason, for a period projected to be more than 10 days, the Selectmen, at their sole discretion, may allow MRI to provide a substitute consultant or suspend payment hereunder and terminate the agreement without penalty.

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

Our services for this project will be provided on a time and expense basis. Fees for professional services provided by the Interim Town Manager will be billed at **\$95.00/hour**. Travel time will be billed at 50% of the normal hourly rate, and will be charged after the first ½ hour of travel to, and the first ½ hour of travel from, the Client's location. Mileage to and from the client's location, as well as mileage incurred by use of the consultant's personal auto if used on Town business, will be billed at the current allowable IRS rate. There is no charge for incidental or emergency phone consultations.

Fees for services performed will be invoiced monthly. MRI will provide a detailed, itemized description of the services provided and expenses incurred. 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. Patrick MacQueen will serve as MRI's Project Representative, interfacing directly with 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 or [gschillinger@rigov.com](mailto:gschillinger@rigov.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:

Chuck Wooster, Chair  
Board of Selectmen  
171 Bridge Street  
Hartford Municipal Building  
White River Junction, VT 05001  
(802) 295-9353



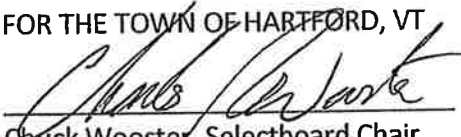
**V. TERM**

This agreement shall remain in force and effect through completion of the assignment.  
Either party may terminate the Agreement with 10 days advance written notice to the other party.

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

**ACCEPTED AND AGREED**

FOR THE TOWN OF HARTFORD, VT



Chuck Wooster, Selectboard Chair

Date: 1/27/16

MUNICIPAL RESOURCES, INC.

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

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 in the State of New Hampshire 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 10 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 10 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. INDEMNIFICATION**

The Client agrees to hold harmless, indemnify, and defend Patrick MacQueen, and MRI while acting for and on behalf of the Client as if they were acting in the capacity of employees of the Client, within the limits, restrictions, and subject to the conditions of the Client's insurance coverage.

**E. 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: \_\_\_\_\_  
Date: \_\_\_\_\_

