



Municipal Resources
www.municipalresources.com

PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated _____, is to retain professional consulting services for the **Town of Jamestown, Rhode Island (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its Town Administrator and MRI, by its authorized representative, Donald R. Jutton, President.

II. SCOPE OF WORK

Municipal Resources, Inc. (MRI) will review and evaluate the manner in which emergency medical services are organized, managed, and delivered within the Town, and make recommendations for improvements that take into consideration the current and future financial ability of the Town, appropriate modifications to the delivery system to provide optimum response time and service to the entire community, location or expansion of physical facilities and equipment, and whether the current organization is appropriate or should be modified. Emphasis will be placed on the following:

1. Review and critique of all EMS policies adopted by JEMS and JFD.
2. Review and critique JEMS and JFD procedures and Standard Operating Guidelines (SOGs) for EMS responses.
3. Review and critique JEMS and JFD department technical and operator training related to EMS responses, to include training levels, training facilities, and equipment.
4. Review the effectiveness and efficiency of current JEMS and JFD staffing practices associated with EMS responses and recommend changes as appropriate.
5. Review and critique administration, staff and supervisory structures, management practices, and chain of command associated with EMS services provided by JEMS and JFD.

6. Meet with local and regional public safety officials and hospital staff to review and document how JEMS and JFD interface and coordinate within the public safety/emergency response community.
7. Inspect and critique facilities and equipment utilized by JEMS and JFD in the provision of EMS services.
8. Review operating budgets for the past 3 years.
9. Review of calls for service and a sampling of response times for the past 3 years.
10. Review and critique mutual aid agreements.
11. Review and critique reporting methodology employed and reliability of statistical information provided.
12. Review and critique Health and Safety program including current safety programs, accident review, wellness, and medical surveillance.
13. Review and critique dispatch and communications functions, capabilities, and recommend areas of potential improvement as appropriate.
14. Review and critique current recruitment and retention programs and related efforts.

APPROACH & WORK PLAN

The following actions and methodologies will be employed in completing this assignment:

- Input will be solicited from all members of the department through an on-line survey as well as individual and group interviews.
- Interviews will be conducted with the Town Manager, members of the Town Council, the Police Chief, Fire Chief, Hospital staff and others as determined appropriate.
- The Consultant will analyze population trends and projections; physical boundaries, characteristics and land use patterns; special hazards; transportation corridors; residential, commercial and industrial growth and development; and any other factors which they believe will influence service demands over the long term.
- The Consultant will develop a detailed profile of current EMS operations in order to establish a clear picture of the organization as we understand it and to create

a context to frame our recommendation and suggestions. The profile will include, at a minimum, the following elements:

1. The overall departmental plan of organization and current staffing capacity.
 2. Response characteristics and capabilities.
 3. Management structure and leadership within the department.
 4. Personnel management and supervisory systems and related practices within the department.
 5. Facilities & equipment employed in departmental operations.
 6. Characterization of the working relationship with other public safety departments and emergency medical respondents.
 7. Characterization of emergency medical policies, plans, response strategies, training programs and requirements, and standard operating guidelines.
 8. Characterization of departmental training programs and strategies.
 9. Overview of department call and response volume by major call type over the past five years.
- The Consultants will prepare and present a written report of their findings, conclusions and recommendations along with an executive summary addressing the major elements of the report. The project team will present this report in a single workshop session as desired by the Town.
 - All recommendations for change or improvement will be based on CAAS (Commission on Accreditation of Ambulance Services), nationally accepted standards, and administrative regulations.
 - At the request of the Town, the consultant team will attend and participate in additional public meetings on a time and expense fee basis.

INFORMATION TO BE PROVIDED BY THE TOWN

MRI will require the following documents and information from the Town and its emergency service providers prior to the start of the engagement (four copies of the data, each in a 3-ring binder, are to be provided):

1. Demographic information regarding the population, employment data, tax base and any similar information available through Town Hall or the Planning Department.
2. Population day/night and seasonal.
3. A copy of all rules, regulations, and Standard Operations Procedures/Guidelines for the Department.
4. Communication tapes from five moderate to significant incidents.
5. A map of the community and any special service areas containing:
 - a. Street layout;
 - b. Location of municipal and related facilities (hospitals, nursing homes, schools etc).
6. Square mileage calculation for the entire response area.
7. A copy of budgets for the past 3 years.
8. Data from the dispatch system showing classification and distribution of calls for service for the previous 3 years.
9. 3 years of data that provides a monthly total of EMS response times.
10. The average EMS response time to the best 90% of all calls.
11. Average # of members generally available for a call VS number of total members and a detail listing of average turnout for calls.
12. A copy of any Town rules & regulations that apply to the EMS Department members.
13. A detailed narrative relative to any EMS death or injury in the last three years.
14. A roster of all personnel, giving name, rank, assignment, and seniority.

15. Table of organization.
16. A copy of the Department's annual reports, if any, for the past 3years.
17. A listing of any citizen complaints or lawsuits filed against the department in the past 3 years.
18. A primary contact person for scheduling interviews, coordinating meetings, and providing access to information. We will also require a private room to conduct interviews and to serve as an on-site base for our work.
19. Other information that can be legally made available and may be required to complete the work described herein.

APPROXIMATE TIMELINE

07-01-10	Contract Awarded
07-05-10	Project starts
09-01-10	Draft report submitted to Town for review and comment
09-15-10	Deadline for comments to draft report
10-08-10	Final report submitted to Town
TBD	Oral presentation to the Town Council

DELIVERABLES

- Draft Report: One (1) original bound copy and one (1) unbound copy for photocopying purposes.
- Final Report: Two (2) original bound copy and one (1) unbound copy for photocopying purposes, together with one (1) copy in pdf version on CD. If additional copies are necessary we will gladly provide them for an additional fee of \$50.00 per copy.



III. FEES AND CHARGES

Our services for EMS Services review will be provided on a lump sum fee basis that is intended to cover all professional time and related expenses. The process will be completed for a lump sum fee of **\$10,500.00**; payments to be made as follows:

1. **\$5,000.00** to be invoiced upon signing this agreement;
2. **\$3,000.00** to be invoiced upon submission of Draft Report for review;
3. **\$2,500.00** to be invoiced upon final presentation to the Town Council.

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

Donald R. Jutton, President, will serve as Principal-In-Charge of this engagement. Alan Gould will serve as MRI's Project Manager, and Don Bliss will serve as MRI's Project Coordinator interfacing directly with the Client. Other Project Team members will be assigned based upon specific needs.

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

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

Bruce Keiser
Town Administrator
93 Narragansett Avenue
Jamestown, RI 02835



V. TERM

This agreement shall remain in force and effect through October 31, 2010 or until the project and any scope adjustments have been completed.

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

ACCEPTED AND AGREED

TOWN OF JAMESTOWN
BY ITS TOWN ADMINISTRATOR

Bruce Keiser

Date: _____

MUNICIPAL RESOURCES, INC.



Donald R. Jutton, President

Date: 6/29/10



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 the State of Rhode Island, 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:

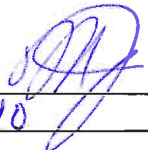
- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, 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:  _____
 Date: 6/29/10 _____

