

TOWN OF SOUTHWINGTON
BOARD OF FIRE COMMISSIONERS

Chairperson Wilson called the special meeting of the Board of Fire Commissioners, held at Headquarters on September 22, 2020, to order at 7:00 p.m. Commissioners Wilson, Shanley-Bunk, Bunko, Moise, and Kanute were present.

Pledge of Allegiance

Roll Call

MOTION: by Moise, seconded by Shanley-Buck, to adjourn to Executive Session, excluding the public and the press with the exception of Town Manager Mark Sciota, to discuss personnel.

Commissioner Bunko made a motion to amend the motion to include Chief Butler and Assistant Chief Paul in executive session. Commissioner Moise stated that he disagreed. Commissioner Bunko stated that at least Chief Butler should be included for his knowledge on the discussion on the chief's replacement and actions that may affect it.

Vice Chairperson Shanley-Buck asked Town Manager Sciota his opinion in including Chief Butler and Assistant Chief Paul in the executive session. Town Manager Sciota stated that he would not advise including someone who could potentially apply for the position but the outgoing department head has been included in similar meetings. Town Manger Sciota further explained how he always talks to the outgoing department head for their recommendations. Commissioner Moise stated that he did not agree with Chief Butler being included because the executive session was to discuss the recruitment firm.

Chairperson Wilson discussed his opinion of the meeting being to discuss the recruitment firm and the process, with both the Democrat and Republican members of the Board, and Town Manager Sciota. Chairperson Wilson told that at a later date a meeting will be held to include Chief Butler that would include an exit interview. The amendment failed.

The motion to adjourn to Executive Session, excluding the public and the press with the exception of Town Manager Mark Sciota, to discuss personnel matters at 7:08 p.m. carried with four ayes and one nay.

Michael Bunko, Secretary
Board of Fire Commissioners



PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated _____, is to retain professional consulting services for the **Town of Southington, Connecticut (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its authorized representative, Mark J. Sciota, Town Manager, and MRI, by its authorized representative, Alan S. Gould, President.

II. SCOPE OF WORK

The following describes the activities we will undertake in a *comprehensive* executive recruitment process:

1. Meet with the appointing authority and/or search committee to review the recruitment process, receive input toward developing an "**Ideal Candidate Profile and Challenge Statement**" against which all candidates will be screened, and discuss if and how you would like to involve community members and employees in the process. At this meeting, we will also ask for help to:
 - a. Identify critical organizational issues and challenges;
 - b. Clarify roles, responsibilities, and expectations for the position;
 - c. Establish job success standards;
 - d. Characterize the most desirable management strengths, behavioral styles, personal attributes, and motivating values needed in the ideal candidate to increase the probability of success in the role; and
 - e. Identify the likely issues and opportunities that the next manager must be prepared to address. Once you approve it, the Ideal Candidate Profile and Challenge Statement is posted on MRI's recruitment website for review and consideration by potential applicants.

This can be accomplished in a number of different ways including interviews with elected/appointed officials, staff, and surveys. This information gathering process also allows us to develop pertinent essay questions that are specific to your community. The Ideal Candidate Profile and Challenge Statement will be posted on MRI's recruitment website for potential candidates to review.

2. We will work with the appointing authority to develop a timeline for the recruitment process so that the client and all candidates can plan accordingly.
3. If requested, we will provide a recommended updated position description.
4. We will develop ad copy, recommend advertising venues, and coordinate placement of the ads (advertising costs are billed directly to the client unless otherwise agreed). Resumes are typically received for at least 30 days.
5. We will research MRI's database and contact potential candidates from other similar recruitments we have conducted in the past 12 months.
6. We will canvas MRI's professional network to identify and reach out to promising potential candidates to invite their application.
7. We will receive and hold all resumes in confidence until the semi-finalists are chosen for interview. We have found that assured confidentiality will increase the number and quality of applicants rather significantly. We acknowledge receipt of all resumes and keep candidates apprised of their status at each selection point throughout the process.
8. We will provide you with an overview of relevant information about the candidate pool, answer questions, and review selection criterion at each decision point throughout the process.
9. We will establish a team of professional consultants who will screen and review all resumes for minimum qualifications before ranking them against the Ideal Candidate Profile.
10. We will develop a written essay questionnaire to the top qualified candidates (generally 15 to 20 candidates), focusing the questions on matters of special relevance to the client's needs or current situation. The questions will be prepared in consultation with the appointing authority. Candidates will have a specified amount of time to respond (typically 10 days), after which our team of consultants will review and rank the responses.

11. After essay responses have been returned, reviewed, and ranked, we will conduct a web search of the top candidates (generally 10 to 12), to identify potential issues or controversies in other jurisdictions. Then, two members of our team will conduct telephone interviews with these candidates, placing the focus on current position and reasons for leaving; career history of successes and failures; future personal and professional goals; and their understanding of best practices and contemporary professional thinking in the field. In addition to screening the candidates, this interview provides for follow-up to the essay responses and information found in the web searches. It also assists us in determining the verbal communication skills of the candidate and his/her ability to answer questions spontaneously. Typically, we reduce the pool to six semi-finalists for local interviews at this time.
12. MRI will formulate, design, and administer an assessment center for up to six candidates to include at least four assessment exercises most appropriate for identifying the strengths and weaknesses of the candidates. The assessors are all MRI management consultants that are experienced in administering the process and evaluating candidates. At the conclusion of the Assessment Center, the MRI team will meet with the designated officials to fully discuss the performance of each candidate and to provide a scoring matrix.

A typical Assessment Center consists of a number of exercises, each designed to measure the skills, knowledge, and abilities of each candidate within the most critical dimensions required of the position. The primary consideration in developing exercises is to determine those which best identify the potential of a candidate if appointed to the position. The Assessment Center process is viewed as a much better process than oral interviews and/or written examinations for determining a candidate's suitability for a position because it combines elements of both with an assessment of written communications skills, performance under pressure, and critical thinking in a real time, relative real-world setting.

Each job-related exercise will measure critical skill dimensions, such as written and verbal communication, planning, work assignment and delegation, team building problem solving, administrative skills, leadership, and reaction to stress/poise.

While there are a variety of possible exercises, a typical assessment center consists of some combination of:

- A. In-basket exercise
- B. An impromptu presentation

- C. Exercises to evaluate written problem-solving
 - D. Group discussion with assigned, or unassigned, roles
 - E. Employee counseling skills
 - F. Staff meeting exercise
 - G. Community presentation
 - H. Labor relations/negotiation exercise
 - I. Budget preparation/control exercise
 - J. Program development exercise
 - K. Disciplinary meeting exercise
 - L. Structured oral interview
13. Following interviews with the finalists, the appointing authority, in consultation with our lead consultant, will determine what, if any, additional steps are needed to arrive at a final selection. In some instances, additional interviews are required, or an onsite "meet-and-greet" with key staff, or the administration of a standardized management profiling instrument for the top 2 or 3 candidates to help inform the client regarding management strengths and potential weaknesses. In others, the final selection is readily apparent, and we move to negotiations immediately. These additional services (services beyond meeting with the Committee to deliver a scoring report from the assessment center) are available upon request on a time and expense basis at a rate of \$125.00 per hour for consulting time and ½ of that rate for travel time. Mileage will be invoiced at the current IRS rate.
 14. As an optional service, we can, upon request, assist with development of terms and conditions of employment, preparation of a conditional offer of employment, creating a draft of an employment agreement, and development of initial goals and objectives.
 15. If the final candidate will be relocating to the community from a significant distance, we may recommend and can coordinate a family visit to the community prior to making a conditional offer of employment.
 16. As an optional service, at a cost of **\$1,550.00**, we will complete a detailed background check on the selected candidate which shall include, but not be limited to, previous

employment, and criminal and motor vehicle records checks, finances, references, and interviews with previous employers.

III. TIMELINE

We have significant experience structuring and conducting all sorts of executive recruitment projects for municipalities, and we are very willing and able to customize our approach to accommodate any unique requirements of a community or to fit within budget constraints.

A recruitment, as described above, typically takes 120-180 days to complete. MRI is ready to begin work on the recruitment as soon as a contract has been executed.

The following schedule represents the typical timeline MRI would like to meet in the recruitment and selection process. As you will see, the approximate 30 day run time for resume submission is the longest period of time over which we have no control. During this period, resumes are being received, acknowledged, and scored, while we are gathering information that will help us to narrow the field and develop essay questions. Once the resumes have been scored, things will move along pretty quickly.

TBD	Award of Contract
First 30 days	Advertisements are written and posted. MRI team gathers information from the client in order to develop the Ideal Candidate Profile & Challenge Statement. Resumes are accepted and reviewed by the MRI team.
Week 5	Resume deadline, final scoring. First cut made and essay questions distributed by MRI to top 15 to 20 candidates.
Week 8	Candidate essays are due and reviewed by the MRI team.
Week 10	Preliminary background work and MRI telephone interviews with remaining candidates.
Week 14	Administration of Assessment Center. Hiring authority interviews of the finalists could follow immediately.

Since there is little room for “compression” of this schedule, any delays will need to be added to the end of the process. The background investigation on the selected candidate will likely take about two weeks. During that two-week period, we will be assisting the Client with contract negotiations. We normally expect a two or four-week delay between the signing of a final contract with the start date of the chosen candidate, since he or she likely has a contractual obligation to a current employer.

Note: Based on the current and evolving situation with the spread of the Coronavirus and the Public Health State of Emergency that exists within Connecticut, MRI will follow Governor Lamont's guidance and the timeline may need to be elongated and some activities may need to be done via the use of remote technology as suggested by the Governor as a result of this public health situation.

IV. FEES AND CHARGES

Fees for services are based upon the specific recruitment and selection process that is structured for your unique circumstances. The comprehensive recruitment and assessment center process identified for you is offered at **\$18,800.00**. In addition, the town shall be responsible for advertising expenses in an amount estimated not to exceed **\$1,200.00**. The town will provide a suitable venue for the assessment center and a light "working" lunch/dinner for the assessors and candidates during the assessment center.

1. **\$9,400.00** to be invoiced upon placement of position advertisement; **and**
2. **\$9,400.00** to be invoiced upon delivery of the assessment center.

In addition, the Client will be billed for advertising costs upon placement of the ads (estimated fee of **\$1,200.00**), and if selected, will be billed for the cost of a background check (**\$1,550.00**) upon completion of the background check.

V. TENURE GUARANTEE

To the extent that Municipal Resources completes a comprehensive recruitment as described above, we will guarantee to undertake a recruitment and selection process at no expense to the community should the employment relationship, after it is negotiated and documented by an executed employment agreement, be terminated by either party within 12 months. However, no such guarantee shall exist if said termination occurred due to death of catastrophic illness of the selected candidate, or due to the actions of, or encouragement to the selected candidate by a majority of a newly elected Board or Council. There shall be no cost for MRI's recruitment services; however, the Client shall cover the costs associated with advertising and interviews.

For additional services that are not covered in the scope of services, the Town will be billed on an hourly basis at the rate of **\$135.00** per hour.

VI. MRI PERSONNEL IN CHARGE

Alan S. Gould, President, will serve as Principal-In-Charge of this engagement. Brian P. Duggan will serve as Project Manager, 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.

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

Mark J. Sciota, Town Manager
75 N Main Street
Southington, CT 06489
sciotam@southington.org

Nathan Wilson, Chairman of Fire Commission
211 Woodberry Hill Drive
Southington, CT 06489
nmwilson@gmail.com

VII. 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.

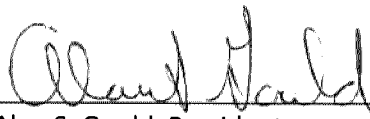
ACCEPTED AND AGREED

SOUTHINGTON, CT
Town Manager

MUNICIPAL RESOURCES, INC.

Mark J. Sciota, Town Manager

Date: _____



Alan S. Gould, President

Date: September 21, 2020

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 Commonwealth of Connecticut, 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: September 21, 2020