

**INTERMUNICIPAL AGREEMENT FOR  
FIRE CHIEF SERVICES**

<b>DRAFT 3 3/23/16</b>
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**BETWEEN THE TOWN OF  
RYE AND THE CITY OF PORTSMOUTH**

This agreement is entered into by the Town of Rye (the "Town") and the City of Portsmouth (the "City") and each understands and agrees to the commitments, terms and conditions contained in this Intermunicipal Agreement (the "Agreement").

WHEREAS, each party operates a full time fire department;

WHEREAS, the Town desires the City to provide the services of its Fire Chief ("the Chief") for the Town and the City desires to provide those services;

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated permits "municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;"

THEREFORE, pursuant to RSA 53-A, the Town and City enter into this Agreement to provide Fire Chief services, as follows:

**I. DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

- A. "Agreement" shall mean this document, the Intermunicipal Agreement for Fire Chief Services between the Town and the City.
- B. "Command" shall mean all the duties relative to providing supervisory services at a Fire Chief level such as, planning, organizing, budgeting,

staffing, managing, and directing all administrative, operational and technical aspects of the Fire Department as further described in the attached Shared Consolidated Services, Projected Activity Year 1 attached hereto.

- C. "Rye Fiscal Year" shall mean January 1 - December 31.
- D. "Joint Board" shall mean the Rye-Portsmouth Joint Board, the oversight board required by RSA 53-A III(a).

## II. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the City to provide Fire Chief Services to the Town.

## III. DURATION OF AGREEMENT

This Agreement shall be in effect from May 1, 2016 through December 31, 2018, and shall automatically renew on January 1, 2019, and every three years thereafter for another three-year time period unless terminated under the provisions of Section VI, below.

## IV. JOINT BOARD

Pursuant to RSA 53-A III(a), a Joint Board shall be created by appointment by the Portsmouth Fire Commission and the Rye Board of Selectmen. The Board shall consist of four members: the Rye Town Administrator, one Rye Selectmen, the Portsmouth Fire Chief and one Portsmouth Fire Commissioner appointed to rotating two-year terms in accordance with D, below.

- A. **Purpose of the Joint Board:** The purpose of the Joint Board is to advise the Fire Chief relative to providing supervisory services at the Fire Chief level.
- B. **Officers:** Beginning with its first meeting and then annually thereafter, the Joint Board shall elect a Chair and a Clerk from the members of the Joint Board.
- C. **Meetings:** The Joint Board shall meet quarterly and shall rotate the location of the meeting among the City and Town. All meetings will be subject to RSA 91-A. The Clerk shall post proper notice of Joint Board meetings and shall record minutes pursuant to RSA 91-A:2.
- D. **Appointment of Board Members:** The Selectman and Fire Commission shall appoint their respective representatives.

## V. FINANCIAL AGREEMENT

- A. The Town agrees to pay the City \$31,000 per fiscal year, pro-rated for 2016, to be paid out in equal installments on a quarterly basis. Both parties agree to have the Joint Board review this fee arrangement prior to the adoption of the 2017 and 2018 town budgets and make a recommendation to the Board of Selectmen.
- B. **Incidental Costs:** the Town shall provide working space for the Fire Chief, and shall be responsible for the cost of establishing, furnishing, and maintaining that working space, and other incidental costs such as subscriptions, dues, etc.

## VI. TERMINATION

- A. **Mutual Agreement:** This Agreement may terminate at the end of a three-year term upon mutual agreement of the Board of Selectmen and the Fire Commission.
- B. **Termination without Penalty:** The Town may terminate this Agreement at any time on sixty (60) days written notice provided to the City addressed to the office of the Fire Chief. The City may terminate this Agreement at any time on one-hundred twenty (120) days written notice provided to the Office of the Town Administrator.
- C. **Joint Property:** It is not anticipated that there will be any joint property.

## VII. SPECIFIC PROVISIONS

- A. The services under this Agreement will be provided by the current Chief of the Portsmouth Fire Department who shall remain at all times Chief of the Portsmouth Fire Department providing services to the Town of Rye. When providing services to the Town the Chief shall report to and receive instructions from the Town Administrator on a day to day basis as needed.
- B. The Town shall provide all clerical and administrative assistance required by the Chief in performing services for the Town.

## VIII. OTHER

- A. Pursuant to RSA 53-A:3 IV, this Agreement does not relieve the Town or City of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by a joint board. Said

performance may be offered in satisfaction of the obligation or responsibility.

- B. Pursuant to RSA 53-A:3 V, this Agreement shall be submitted to the Attorney General.
- C. Pursuant to RSA 53-A:4, this Agreement shall be filed with the Clerk of each municipality and with the Secretary of State.
- D. Pursuant to 53-A:5, this Agreement shall be submitted to the NH Fire Marshall's office.
- E. The City and the Town each represent to the other that the signatory below executes this document with the full authority of the municipality to take that action.

**Signatures**

**TOWN OF RYE**

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

By: \_\_\_\_\_  
Michael J. Magnant, Town Administrator

Per vote of the Board of Selectmen on  
\_\_\_\_\_, 2016.

**CITY OF PORTSMOUTH**

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

By: \_\_\_\_\_  
John P. Bohenko, City Manager

Per vote of the City Council on  
\_\_\_\_\_, 2016.

Rye Fire Department  
Portsmouth Fire Department  
Shared / Consolidated Services

Administrative and Functional Consolidation  
Projected Activity Year 1

Fire Chief has authority under NH RSA 154

Fire Chief office hours at Rye Station 2-3 times per week (6-8 hours per week).

Fire Chief holds officer and/or department-wide meetings 1 time per month.

Fire Chief meets with Town Administrator 1 time per week or as directed.

Fire Chief and PFD Deputy Chiefs provide 7/24/365 on-call response and supervision.

Town provides Part-time secretary responsible for accounts payables, payroll, and general administrative / office duties.

Specific Goals:

- Revise department policies and procedures
- Implement strategic planning process
- Implement professional development pathway program
- Implement succession planning program
- Review standard of cover and deployment program
- Evaluate and assign officers administrative duties
- Develop coordinated communication plan