

**FISHERS ISLAND FERRY DISTRICT
PO BOX H
FISHERS ISLAND, NY 06390
631-788-7463**

RESOLUTION

November 15, 2011

At the November 15, 2011 meeting of the Fishers Island Ferry District Board of Commissioners, the following resolution was brought by the Board.

On a **MOTION** by Commissioner Burnham
SECONDED by Commissioner Edwards;

Resolved, that the Board of Commissioners hereby approves the purchase of three Dell computers (two for FI Business Office, one for FI Reservations office) at \$880.00 apiece.

Vote: Ayes: All
Nays: None
Commissioner Herrick via phone not allowed to vote.

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On a **MOTION** by Commissioner Edwards
SECONDED by Commissioner Rafferty;

Resolved, that the Board of Commissioners hereby increases the hourly wage for Catherine Edwards, recording secretary from \$20.00 per hour to \$25.00 per hour effective October 19, 2011 following completion of a three month probationary period beginning July 19, 2011, as set out in a resolution dated July 19, 2011.

Vote: Ayes: All
 Nays: None
 Commissioner Herrick via phone not allowed to vote.

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On a **MOTION** by Commissioner Burnham,
SECONDED by Commissioner Rafferty;

Resolved, that the Board of Commissioners hereby accepts the quote from SuperSeal Services, LLC in the amount of \$1300.00 to seal cracks and repaint lines in the New London Terminal parking lot.

Ayes: All

Nays: None

Comissioner Herrick via phone not allowed to vote.

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On a **MOTION** by Commissioner Rafferty
SECONDED by Commissioner Edwards;

Resolved, that the Board of Commissioners hereby approves the time line for the financial system update as proposed by Randy Wyrofsky and attached herein.

Vote: Ayes: All
 Nays: None
 Commissioner Herrick via phone not allowed to vote

Fishers Island Ferry District Implementation Time Line

	Technical Expert Estimated Fee	Training and Technical Expert Estimated Fee
20-Oct-11 Meet with Adventec to discuss modifications to the system	\$ 370.00	\$ 370.00
By		
8-Nov-11 New Chart of Accounts	2,140.00	2,140.00
By		
15-Nov-11 Map Adventec POS system to have accounts agree to new chart of accounts and add accounts receivable categories	370.00	370.00
By		
15-Nov-11 Establish QuickBooks Bata test File and transfer relevant data from existing file	1,480.00	1,480.00
17-Nov-11 Start Training	740.00	1,480.00
21-Nov-11 Start "Beta testing"	2,660.00	17,160.00
1-Dec-11 All transactions now being recorded live in system	1,480.00	1,480.00
By		
30-Dec-11 Program new permanent QuickBooks and transfer all relevant data to it	1,480.00	1,480.00
1-Jan-12 All transactions recorded live.		
	\$ 10,720.00	25,960.00

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On a **MOTION** by Commissioner Edwards,
SECONDED by Commissioner Burnham;

Resolved, that the Board of Commissioners hereby agrees to hire Robert Half Finance & Accounting to conduct a search for a Manager/CEO of the Fishers Island Ferry District; accepts the terms as set out in Exhibit A to a Letter of Agreement by and Between The Fishers Island Ferry District and Robert Half Finance and Accounting/Robert Half International, Dated November 2, 2011, and the attached Fee Schedule.

Dated: November 15, 2011

Ayes: Commissioners Brooks, Burnham, Edwards and Rafferty
Nays: None
Commissioner Herrick via phone not allowed to vote.

November 2, 2011

Chris Rafferty
Board Member
Fishers Island Ferry
5 Water front Park
New London, CT 06320

Dear Chris,

Thank you for selecting Robert Half Finance & Accounting to meet your staffing needs. We look forward to working with you in your search for a Manager/CEO.

Based on our conversation, if Robert Half Finance & Accounting refers a successful candidate for the position (s) noted above, we agree to a twenty percent (20%) fee with a ninety (90) calendar day guarantee with payment terms of 15 calendar days from invoice date. For any candidate we refer for this position(s), this letter and all additional terms in the enclosed Fee Schedule & Guarantee will represent the terms of our agreement. We will send you a letter of confirmation regarding this agreement when a candidate has been selected.

Our company checks selected references on our candidates. To assist you in determining whether or not you should conduct any additional pre-employment background checks, I am enclosing a complimentary copy of *What You Should Know About Background Checks*. We hope you find it a useful resource.

Robert Half Finance & Accounting specializes in the placement of highly skilled accounting and financial professionals on a full-time basis. We are a division of Robert Half International, the world's leader in specialized consulting and staffing services since 1948.

We appreciate your business and look forward to working with you to locate a candidate who will be a valuable addition to your company. In the meantime, please do not hesitate to contact us if you have questions or if we can be of additional service.

Sincerely,

Shannon DeZilva
Recruiting Manager

Enclosure: *What You Should Know About Background Checks*

Exhibit A to

Letter Agreement by and between

The Fishers Island Ferry District and

Robert Half Finance and Accounting/Robert Half International

Dated as of November 2, 2011

Anything to the contrary in the letter agreement to which this Exhibit is attached, the Fishers Island Ferry District ("District") shall owe to Robert Half Finance and Accounting ("RHFA"), a success fee equal to 20% of the sum of: (i) the first year salary and (ii) half of any contractually specified target bonus amount ("Fee"), payable on successful completion of the search for a new Manager/CEO for the District.

If the District elects to hire Randy Wyrofsky as its permanent CEO, then the District shall be obligated to pay the Fee, but shall not be obligated to pay any "Conversion Fee" undertaken as part of a temporary staffing contract for Mr. Wyrofsky. Upon payment of the Fee in respect of Mr. Wyrofsky, the District shall have no further obligation to RHFA, Robert Half International, or the affiliates of either, except for any unpaid hourly fees for the services of Mr. Wyrofsky up to the date and time of conversion.

Exhibit A to

Letter Agreement by and between

The Fishers Island Ferry District and

Robert Half Finance and Accounting/Robert Half International

Dated as of November 2, 2011

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If the District hires as its new CEO a candidate other than one recommended or introduced by RHA, then the District shall owe to RHA, no fee.

FEE SCHEDULE & GUARANTEE

Thank you for your confidence in *Robert Half Finance & Accounting!*

Our fees, payable by the employer, are contingent on the hiring of a candidate referred by one of our offices. The fees are based upon the agreed annual starting salary and are as follows:

Up to \$25,000.....	25%	\$30,001 to \$31,000.....	31%
\$25,001 to \$26,000.....	26%	\$31,001 to \$32,000.....	32%
\$26,001 to \$27,000.....	27%	\$32,001 to \$33,000.....	33%
\$27,001 to \$28,000.....	28%	\$33,001 to \$34,000.....	34%
\$28,001 to \$29,000.....	29%	\$34,001 and above.....	35%
\$29,001 to \$30,000.....	30%		

All fees are earned at the time the candidate accepts the position and you will be invoiced no more than ten (10) calendar days before the scheduled starting date of employment. Invoices are payable fifteen (15) calendar days from the invoice date. Applicable sales and service taxes will be added to the above amounts.

Part-time employment fees will be calculated on the equivalent full-time salary multiplied by the percentage of time the employee works.

We reserve the right to include as annual salary any expected bonus, commission or guaranteed increase in salary which is part of the initial employment offer.

ROBERT HALF FINANCE & ACCOUNTING GUARANTEE

If the full fee is paid within fifteen (15) calendar days from the invoice date, a ninety (90) calendar day pro rata guarantee will be in effect. Otherwise, a thirty (30) calendar day pro rata guarantee will be in effect. In either case, if the employee's employment terminates for any reason other than reorganization, elimination of position, takeover or material change in job responsibility within the applicable guarantee period, we will refund a pro rata portion of the fee paid or issue a pro rata credit for such amount in the event we provide a replacement. The refund or credit will be equal to 1/90th or 1/30th, as applicable, multiplied by the number of calendar days remaining in the guarantee period as of the last day of employment.

REFERRALS

The fee applies to candidates referred by us for a specified or an alternate position, and employed by you or an affiliate ~~or any other entity as a result of subsequent referrals by you~~, either as an employee, consultant or independent contractor, within twelve (12) months from the date of our last referral.

BACKGROUND INQUIRIES

We usually check candidate references by asking specific questions to selected previous employers with regard to qualifications and work history. **There are substantial legal restrictions on the use and communication of various types of employment-related information. We have not screened for drug use, administered a medical exam, conducted a criminal background check, or engaged in any verification process other than these reference checks.** You should conduct such additional reference inquiries of previous employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the candidate, we would be glad to refer you to third party agencies who have agreed to perform additional background checks for our clients at a competitive price. We are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.

NO CONTRARY AGREEMENTS

This Fee Schedule & Guarantee and the attached cover letter contain the complete and final agreement on the topics discussed herein and supersede any prior agreements or understandings on these topics. If there is a conflict between this Fee Schedule & Guarantee and the attached cover letter, the attached cover letter will prevail over a conflicting term in this Fee Schedule & Guarantee. Our employees do not have the authority either to verbally modify this Fee Schedule & Guarantee or to assume additional responsibilities (except as set forth in the attached cover letter) other than those set forth in this Fee Schedule & Guarantee.

All referrals are made in confidence. Acceptance of our referrals constitutes acceptance of the terms of this fee schedule.