



FILE

TOWN OF TOWNSEND
PROCUREMENT FORM – VERBAL QUOTES

FILE COPY

Supplies or Services valued between \$10,000 and \$34,999

DATE: July 2016

DEPT: Police

FILE: PD01-16

Purchase/Service Description: Complaint Review and Internal Investigation

- VENDOR #1** Al Donovan. Confidential Contact Information Kept with Chief
(per Chief Eaton- declined request for services)
- VENDOR #2** Paul White. Confidential Contact Information Kept with Chief
(per Chief Eaton- declined request for services)
- VENDOR #3** Paul L'Italien. Confidential Contact Information Kept with Chief
(per Chief Eaton- accepted request for services)
- Chief Eaton made offer to contract.
 - L'Italien did background research and declined to move forward with the assignment.

Revised File November 15, 2016

Follow-Up to original procurement after L'Italien withdrew -

- VENDOR #4** Arthur Parker. Confidential Contact Information Kept with Chief
(per Chief Eaton- accepted request for services)
- Chief Eaton made offer to contract.

AWARD: Service awarded to vendor #4- Arthur Parker with contracting to be done between Chief Eaton and Town Counsel (see attached email)

Chief Procurement Officer Signature

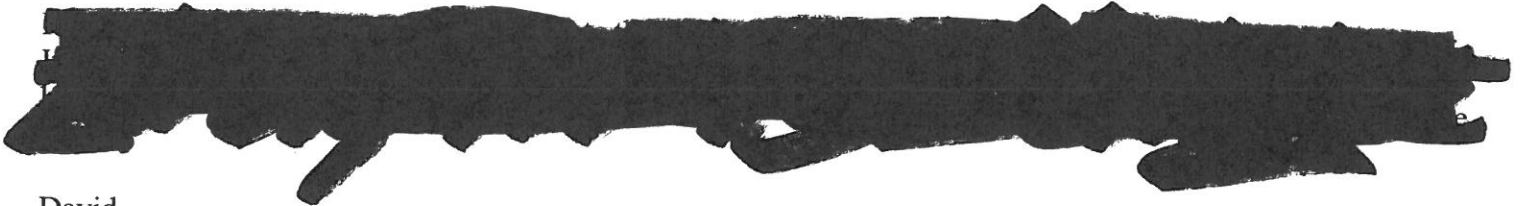
James Kreidler

From: David C. Jenkins <DJenkins@k-plaw.com>
Sent: Wednesday, November 16, 2016 2:21 PM
To: Robert Eaton
Subject: Re: Townsend IA re: Lt. Mark Giancotti Investigative Services Contract from Billingsgate Associates LLC

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Chief

I sent the signed contract to Parker this afternoon and will follow up with him tomorrow.



David

Sent from my iPhone

On Nov 15, 2016, at 12:04 PM, Robert Eaton <REaton@townsendpd.org> wrote:

No problem on my end because that is what would be required and it's on my recommendation. I spoke with Mr. Kreidler late yesterday and explained to him the approach I wanted to take and why. He understood and supported it.

Robert M. Eaton, Jr.

Chief of Police
Townsend Police Department
70 Brookline Road
Townsend, MA 01469
(978) 597-6214 Ext. 101
(978) 597-1718 Fax

<image001.jpg>

<image002.png>

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From: David C. Jenkins [mailto:DJenkins@k-plaw.com]

Sent: Tuesday, November 15, 2016 9:53 AM

To: Robert Eaton <REaton@townsendpd.org>

Subject: RE: Townsend IA re: Lt. Mark Giancotti Investigative Services Contract from Billingsgate Associates LLC

Chief:

I am ok with the approach you suggested. I do not have the authority to do this on my own and would have to get authorization from the TA to hire the investigator directly. Do you have a problem if I do that.

David



K. LAW

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From: Robert Eaton [mailto:REaton@townsendpd.org]

Sent: Monday, November 14, 2016 10:47 AM

To: David C. Jenkins

Subject: FW: Townsend IA re: Lt. Mark Giancotti Investigative Services Contract from Billingsgate Associates LLC

Dave,

Last week I asked if you could recommend a private investigator that was qualified to look into a personnel complaint filed by the Town Administrator, James Kreidler. Of the two investigators you recommended, I contacted Arthur Parker. After reviewing Mr. Kreidler's concerns and speaking with me, Mr. Parker has provided me a "Contract for Services." It's my wishes to obtain Mr. Parker's services for this investigation however I have some concerns.

First, I do not have the authority to sign such a contract. Second, the Town Administrator is the complainant so I don't think it would be appropriate for him to sign it either; that leaves the Board of Selectmen. It's my opinion if the BOS signs the contract the perception will be this is a "witch hunt" or retaliation against the Lieutenant.

I think this matter should go through your office. In my experience I have seen IA complaints be completely handled through the Town's Legal Counsel, which avoids any conflict of interests.

You hire the investigator; he works for you and he reports his findings to you. You then provide us with your recommendations based on the findings.

I've included Mr. Parker's contract for services and Mr. Kreidler's letter of concerns.

I look forward to your guidance on this matter.

FILE

Robert M. Eaton, Jr.

Chief of Police
Townsend Police Department
70 Brookline Road
Townsend, MA 01469
(978) 597-6214 Ext. 101
(978) 597-1718 Fax

<image001.jpg>

<image002.png>

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From: a.parker13@comcast.net [mailto:a.parker13@comcast.net]

Sent: Saturday, November 12, 2016 1:59 PM

To: Robert Eaton <REaton@townsendpd.org>

Subject: Townsend IA re: Lt. Mark Giancotti Investigative Services Contract from Billingsgate Associates LLC

Good afternoon Chief Eaton,

Attached please find the investigative services contract we spoke about yesterday. I have read the previous email you sent containing the Town Administrator's list of concerns and will call you in the next few minutes.

Best regards,

Art

Arthur A. Parker Jr.

BILLINGSGATE ASSOCIATES L.L.C.

Licensed Private Investigator # LP-0509B

508-207-7219

a.parker13@comcast.net

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AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES

THIS AGREEMENT is entered into on and dated November 11, 2016 and between BILLINGSGATE ASSOCIATES LLC, a Massachusetts licensed investigation agency, License No. LP-0509B, of PO Box 1005, Wellfleet, MA 02667-1005, and:

Town of Townsend Police Department c/o Robert M. Eaton Jr., Chief of Police
70 Brookline Road Townsend, MA 01469
(Administrative Investigation into Complaints concerning Lt. Mark Giancotti)

1. Investigative Services to be provided:

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BILLINGSGATE ASSOCIATES LLC agrees to conduct investigative and administrative activities, chargeable at the hourly rate of \$95.00 per hour in addition to actual and reasonable expenses required by the investigation and report. This includes travel, lodging and subsistence costs, mileage if required, research to locate and contact essential parties and companies, obtaining documents including public records, open source information, databases, and other required cost. Discreet inquiries may also include interviews and site visits. Costs for computer and cellphone forensic analysis will be conducted by a sub-contractor and included as services within the billing provided by BILLINGSGATE ASSOCIATES LLC if required and after approval of the client.

BILLINGSGATE ASSOCIATES LLC agrees to maintain reasonable communications with the client and their attorneys as directed during the period of the investigation. The client agrees that meetings and conversations with people interviewed as well as municipal employees and other involved parties will be billed to the client at the hourly rate as quoted.

Unless waived in writing or verbally by the client, BILLINGSGATE ASSOCIATES LLC agrees to provide, within 45 days of the conclusion of its investigation and related activities contracted herein, a written report of the investigation's findings as well as a full accounting for time charged and other costs for the investigation and related activities.

2. Legal Fees

Initial Retainer Payment. (WAIVED FOR MUNICIPALITY)

Hourly Rate. You agree to pay BILLINGSGATE ASSOCIATES LLC \$95.00 per hour per investigator for investigative related services, including any appearances in court, hearings or meetings resulting from this investigation.

Expenses. In addition to the hourly rate, any expenses incurred including but not limited to mileage costs (.565 per mile), required travel, lodging and sustenance (beyond 150 miles from office) will be the responsibility of the client.

BILLINGSGATE ASSOCIATES LLC reserves the right to increase the quoted rates after one year from this date.

3. Your Responsibility

The Town must fully cooperate with BILLINGSGATE ASSOCIATES LLC and provide all relevant information to the issues involved in this matter. This cooperation includes ordering employees to be interviewed and requiring their cooperation, appearance and truthfulness during all interviews.

4. Bills

BILLINGSGATE ASSOCIATES LLC will send the Town an itemized bill periodically if services exceed 60 days and agrees to keep the Town informed periodically of the cost of the services provided.

5. Signatures

The Town and BILLINGSGATE ASSOCIATES LLC have read and agreed to this Agreement. BILLINGSGATE ASSOCIATES LLC has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

BY: BILLINGSGATE ASSOCIATES LLC

BY: CLIENT

Arthur A. Parker Jr.

NAME

NAME

Principal

POSITION

POSITION

November 11, 2016

DATE

DATE

BILLINGSGATE ASSOCIATES LLC
PRIVATE INVESTIGATIONS

Arthur A. Parker Jr., Principal

P.O. Box 1005
Wellfleet, MA 02667-1005
508-207-7219

a.parker13@comcast.net

Licensed by the Massachusetts State Police # LP0509B

FILL
INVOICE

DATE:	5/17/2017
INVOICE#	20170315TT01
Case	Townsend PD-Lt Giacottti
Customer ID	TT

BILL TO:

Town of Townsend
c/o Townsend Police-Chief Robt. Eaton
70 Brookline Rd
Townsend MA 01469
Spec.Attn TA Jim Kreidler
email: jkreidler@townsend.ma.us

DESCRIPTION	Hours	Rate	AMOUNT
Investigative Services Performed as Requested	252.4	\$95.00	\$23,978.00
Administrative Investigation - Lt. Giacottti			
Expenses (Mileage 1585.0 @.565/mile)			\$895.53
Audio to Transcript Costs			\$595.00
Total Expenses			\$1,490.53

OTHER COMMENTS

1. Total payment due in 10 days

SERVICES	\$23,978.00
EXPENSES	\$1,490.53
SUBTOTAL	\$25,468.53
Less Remaining Retainer	N/A
Total Amount Due	\$25,978.53

If you have any questions about this invoice, please contact
Arthur A. Parker Jr, Principal 508-207-7219 or a.parker13@comcast.net
Thank You For Your Business!

