

TOWN OF LITCHFIELD, NEW HAMPSHIRE
IT SERVICES CONTRACT



AGREEMENT made this 27th day of November 2017 by and between the Town of Litchfield (hereinafter "TOWN") and JOHN BRUNELLE (hereinafter "PROVIDER").

WHEREAS the TOWN desires to continue to utilize the services of PROVIDER for Information Technology Management Services;

WHEREAS the PROVIDER desires to continue to provide such services for the TOWN as he has since 2006;

FOR AND IN EXCHANGE OF the mutual promises contained herein, the parties hereby agree that the following terms and conditions shall govern the responsibilities and recognition to which PROVIDER shall be obligated and entitled.

1.0 DURATION.

This Agreement shall be in effect for one year, commencing on January 1, 2018 and ending December 31, 2018. This Agreement will be automatically renewed for two (2) consecutive one year periods unless either party notifies the other in writing of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the term.

2.0 COMPENSATION.

2.1 The PROVIDER will receive compensation of \$18,000 per year paid in monthly installments \$1,500 per month for providing these services. The TOWN and the PROVIDER mutually understand and agree that this is not a payment based on an hourly rate, a salary or a cost based stipend.

2.2 This compensation will be paid through regular payroll by the TOWN monthly. Any retroactive payment due from start of contract through signing of contract will be paid the monthly following contract execution.

3.0 DUTIES AND RESPONSIBILITIES.

3.1 General. PROVIDER agrees to devote appropriate time and attention to the management of the TOWN's information technology systems across all operating departments of the TOWN.

3.2 The PROVIDER will be accountable to the individual department head for department IT needs and generally to the Board of Selectmen, through the Town Administrator, for the cross-departmental needs of the TOWN.

3.3 The PROVIDER will undergo appropriate record checks as required for access to departmental data including fingerprint supported check of the NH Criminal History Bureau and an FBI Triple I check.

3.4 The PROVIDER will maintain and support the following areas specifically:

- Desk side support (general user assistance)
- Software updates monthly
- Server side maintenance (user, printers and google apps)
 - Cisco Call Manager (50 devices)
 - Cisco Unity Connection (voicemail)
- Business Applications (BMSI, AVITAR and Interware)
 - Quarterly Software Updates



ORIGINAL

- Vendor assistance
 - backups and data transfers
 - Police Department
 - In-Car Computer Support
 - Communications Modules
 - IMC - Perform Applications
 - In-House Video and Audio Systems
 - Network Infrastructure
 - Core Network (Town Hall / Fire Department)
 - Border Firewalls (2 devices)
 - Wireless (Cisco)
 - 3G/4G network (car-to-station)
- 3.5 The PROVIDER will maintain and support additional infrastructure and applications that the TOWN may add during the duration of the contract.
- 3.6 The PROVIDER will develop appropriate documentation of system design and applicable hardware and software licenses.
- 3.7 The PROVIDER will place in secure deposit with the Town Clerk, all necessary passwords, identifications and similar credentials to all protected hardware, software and services, such that any and all services maintained by the PROVIDER can be accessed in the event of the PROVIDER's absence.
- 3.8 The PROVIDER will engage and serve as the primary point of contact for the TOWN with an additional IT maintenance vendor. This supplemental vendor will provide coverage for key systems when the PROVIDER is not available. At the PROVIDER's discretion, in consultation with appropriate town departments and subject to available budget, maintenance and support of tasks itemized above may be transitioned in whole or in part to the third party vendor.
- 4.0 RENEWAL AND TERMINATION:
- 4.1 Nothing herein shall prevent the TOWN and the PROVIDER from renegotiating the terms and conditions of this Agreement subsequent to its execution. Any changes to the within Agreement must be in writing signed by both parties.
- 4.2 This Agreement may be voluntarily terminated with thirty (30) days written notice by the TOWN and the PROVIDER.
- 4.3 If automatically renewed pursuant to Paragraph 1.0, this Agreement shall terminate on December 31, 2020.
- 5.0 COMPLETE AGREEMENT; CHANGES AND SEVERABILITY.
This Agreement supersedes all prior contracts and understandings between the TOWN and the PROVIDER. No changes or modifications of this Agreement shall be valid unless they are in writing and signed by both parties. The invalidity of any part or parts of this Agreement shall not affect the validity of the remaining parts. The foregoing terms represents the entire agreement between the TOWN and the PROVIDER.

EXECUTED this 27th day of November
TOWN OF LITCHFIELD

By its Board of Selectmen

Grant I. Lemire

[Signature]

[Signature]

PROVIDER

[Signature]

John Brunelle



ORIGINAL