



Check Date	2016 GRANTS - 4th QTR	From	Check Number	Check Amount	DOES THIS NEED TO BE NOTICED?	RSA 31:95-BIII(a)
10/26/16	State of New Hampshire	2505264	32,214.79	Highway Block Grant	BLK FY17 QTR 2	01-3353-00-000
12/08/16	U.S. Dept of Justice	wire transfer	437.50	Ballistic Vest		01-3359-25-000



From: Mike Ebbett

To: Town of Candia, NH Selectmen

Subject: Town of Candia, NH, Managed Services.

Hello and thanks again for all the years in which you've allowed us to help you manage your technology environment!

My relationship with the Town of Candia is important. Myself and my team have worked with you for years and we've always enjoyed the relationship. Until now, I've never really instituted regular price increases, which has led us to a situation where you (and other long-time clients) have not had a price increase in as much as 6 years.

After a few phone conversations with Donna Becker and my internal team, I've decided to eliminate the previous proposal I sent to you which included 3 years of steady price increases, geared toward having Candia pay the standard rates we charge elsewhere.

Instead, I've decided to make this year's price increase the last significant price increase Candia will see again. In the following years, we'll simply institute a standard 3 to 4% cost-of-business increase yearly, as I should have been doing all along.

I really do appreciate your business and look forward to keeping Candia running successfully for years to come.

Please let me know if you have any questions about the proposal and we'll be happy to work with you.

Thanks,

A handwritten signature in cursive script, appearing to read "Michael Ebbett".

Michael Ebbett



## AGREEMENT

This AGREEMENT made this 1 day of January 2017 by and between Block 5 Technologies, (hereinafter referred to as "Provider"), having offices at 25 Nashua Road, Unit E1, Londonderry, NH 03053 and Town of Candia (hereinafter referred to as "Client"), located at

74 High Street  
Candia, NH 03034

WHEREAS Provider will provide the technology support, installation or telephone services as specifically defined in Exhibit A to this Agreement subject to the terms and conditions set forth in this Agreement and also pursuant to Exhibit A. Such services may be amended and/or added to pursuant to any Amendments or Addenda to Exhibit A. Any Amendments or Addenda to Exhibit A, or to any other portion or exhibit to this Agreement must be executed by all parties to this Agreement.

WHEREAS Client understands and agrees that Provider provides no guarantees or warranties, express or implied, as to Client's technology and/or telephonic systems availability and functionality during any diagnostic or installation process and/or configuration phase of Client's services, equipment or technology. Provider also makes no warranties, expressed or implied, regarding the ability to resolve or eliminate computer or technology-related problems other than described in this Agreement;

WHEREAS Provider will provide best efforts to apply the skills of its engineering staff to resolve computer and technology related hardware, software, networking or telephonic problems as may be applicable pursuant to Exhibit A to this Agreement, as well as discuss and consult with Client on technology related topics; and

WHEREAS Provider and Client desire to enter into this agreement for the purpose of providing certain products and/or services to or for the benefit of Client as set forth hereinafter, below and pursuant to Exhibit A.

### 1. TERM

This agreement shall be defined pursuant to Exhibit A. The term of this Agreement shall only be amended through an amendment or addenda to Exhibit A

### 2. SERVICES AND RESPONSIBILITIES

Provider will provide the following services and/or installation of technology as defined in Exhibit A, as amended by the parties from time to time throughout the term of this Agreement. Appurtenant to any services and/or installation of technology as described in Exhibit A, Client will recognize the following:

A. Any On-site and Remote Information Technology (IT) support, on-site installations of technology or on-site or remote Telephone Service Support to be provided pursuant to Exhibit A will be available Monday through Friday (US holidays excluded) during normal business hours (8:00 A.M. - 5:00 P.M. Eastern Standard Time or Eastern Day Light Savings Time as the time of year shall dictate).

B. Unless modified by Exhibit D any Support Agreement Service Requests (SR's) that are included in the services provided by Exhibit A are prioritized by status, severity, and then by the order in which each Service Request is received. Exhibit D defines all response times and communication procedures which Client and Provider shall abide by.

C. For all services provided by Exhibit A, Client will be responsible to have a suitable, serviceable broadband connection. For purposes of this Agreement, suitable broadband connection shall be cable internet, fiber internet, or internet that is equal or faster than cable or fiber internet. Client also agrees to allow an engineer to gain remote access to Client's technology system(s) for the purpose of providing remote monitoring, support and troubleshooting. Such remote access shall be online via an acceptable and secure Internet connection.

D. Client acknowledges that prior to this Agreement taking full effect, Provider must first approve Client's network and broadband internet environment as well as client's software and equipment pursuant to Exhibit C. Provider's approval pursuant to Section 2D of this Agreement must be in writing and said writing needs to be attached to this Agreement as Exhibit C. If Provider does not approve of Client's network environment and broadband internet environment, either prior to this Agreement being signed or within five (5) days after this Agreement has been signed, this Agreement shall become null and void and have no further effect. Client further agrees to comply with Provider's best practices, recommendations and suggestions to upgrade Client's systems to an acceptable level. Any Managed Care Agreement or Telephone Service Agreement pursuant to Exhibit A will not start until Provider's approval of Client's system as set forth in Exhibit C.

E. For any services provided in Exhibit A, Client agrees to cooperate with Provider when Provider is providing support via telephone or remote support tools before an on-site service is requested or required to resolve any of Client's issues.

F. For any services provided in Exhibit A, Client will, in order to maintain security from threats via the Internet, have in place a hardware firewall protection device acceptable to Provider. Client will also demonstrate that it has current security subscriptions allowing Provider to properly update the firewall with required firmware updates. Such security measures are necessary to protect equipment covered under any services or installation as provided by Exhibit A.

G. No illegal, unlicensed or "bootlegged" software will be installed, supported or serviced by Provider. Furthermore, Provider will not be liable for any effects on Client's hardware, software, network or internet service caused by any illegal, unlicensed or "bootlegged" software.

H. All software installations, hardware replacements, hardware installation, upgrades or configuration changes must be performed by Provider unless otherwise agreed in writing. Standard rates will be charged to the client for engineering time used to troubleshoot or reconfigure servers, desktop computers, laptop computers, notebook computers, routers, firewalls, managed switches, backup devices, network devices, or telephony systems **that have been modified by anyone other than Provider. Provider will not be responsible for any effects, including but not limited to any problems, viruses, network crashes, hardware crashes, data loss, caused by Any software, hardware, upgrades or configurations installed by anyone other than Provider. Rates and costs as well as the scope of any services provided under this Agreement shall be clearly defined in Exhibit A.**

I. Client shall pay for any and all costs of all hardware components, software, subscriptions, consumables and related costs for repair and/or replacement of equipment not covered under warranty.

J. Network cable installation, testing of network cables, and labeling of cables are not services that are included as part of this agreement unless specifically stated in Exhibit A. Any such installation, testing of network cables and labeling of the same may, upon written agreement of the parties to this agreement, may be charged to Client by Provider on an agreed upon hourly rate.

K. After-hours "Emergency" service may be available as part of this agreement as defined in Exhibit A. If covered by Exhibit A, Emergency support requests must be initiated via the Block5 support phone line. The on-call technician is responsible to respond to client within 1 hour, remotely perform triage and escalate, if necessary, to higher level technician. Technician will be on-site within 4 hours if needed.

L. Non-emergency Service Requests covered by Exhibit A that cannot be completed during normal business hours (as set forth in Section 2A herein) will be completed by Provider during the next available business day time slot. In the event that client specifically requests that Provider continue to work after normal business hours (as set forth in Section 2A. herein) Client understands and agrees that Client will be charged the after hour rate per the Client's contract and allotment of after hours.

M. If services to be provided in Exhibit A include support services with a backup component, Client must have a complete understanding of Client's data backup procedures and precautions. Client must complete the Provider's Backup Agreement annexed hereto and made a part hereof as Exhibit B indicating that Client understands functionality of a backup system. Provider shall not be liable for any data not backed up by provider or any data loss or problems concerning any backup systems or procedures until Provider's backup systems and procedures are implemented. All liability, as well as limitation thereof, concerning data loss is further defined in Sections 3 and 4 of this Agreement.

N. Client may choose to assign a person or agent within Client's company to be the primary contact with Provider to coordinate and/or approve the scheduling of on-site Service and/or Installation Requests, licensing concerns, and any other technology or telephone concerns of the Client by means of Provider's Customer Portal or by any other approved means of communication or procedure as agreed in Provider's communications protocol attached as Exhibit D.

O. If included in the services provided by Exhibit A, Regular updates to software packages approved by or installed by Provider shall be included in this agreement. Full software upgrades that involve planning and engineering labor will be assessed by the Provider to determine the scope and cost of project and may be billable to the Client at the sole discretion of Provider as provided in Exhibit A, as may be amended from time to time.

P. Client understands and agrees that if support is covered by the services provided by Provider in Exhibit A, any incoming support requests are handled remotely until Provider determines in Provider's sole discretion that the issue at hand is not able to be resolved without an on-site visit.

Q. If provided in services described in Exhibit A, Provider will regularly install software patches and critical updates to Client's server(s) and or workstations to help ensure that Client is protected against the latest vulnerability threats. For many of these updates to be installed properly, Client's server(s) must be restarted. Provider will restart Client's servers and or workstations, as necessary, between Provider's regular maintenance window of 10 PM and 6 AM Sunday through Saturday. If the expected downtime is greater than 15 minutes, then Provider will contact Client to inform them of the outage. Client may request that Provider reschedule the outage to align with their business needs. Clients who wish to customize their patching schedule due to the needs of their business may arrange a different patching schedule with Provider via email or any other written communication. This schedule, when accepted by Provider, will be attached to Exhibit A.

R. Client will pay for and maintain valid subscriptions required for any software and/or hardware applications required by the manufacturers of said software and/or hardware for purposes of technical support from these respective manufacturers. The cost of said subscriptions shall be paid by Client. Provider will keep an active subscription list for Client as long as such information is provided to Provider. Provider will not be liable for such subscriptions that have expired due to not payment and will not be responsible to bring such subscriptions into a current and legal status.

### 3. WARRANTY

Nothing herein to the contrary notwithstanding and except as expressly stated in this Agreement Provider does not make, and hereby disclaims any and all expressed or implied warranties, including, but not limited to, warranties of merchantability, fitness for particular purpose, non-infringement and title and any warranties arising from a course of dealing, usage or trade practices.

A. Product warranties, if any, are provided by the respective manufacturer(s) or publisher(s) of the respective products and not by Provider. Provider's sole obligation is to act on behalf of Client to assist in the satisfaction of the manufacturer's or publisher's warranty.

B. Provider hereby warrants that any products or materials to be installed by Provider's technicians will be installed in a good and workmanlike manner, consistent with generally prevailing and accepted industry standards for comparable services, and in compliance with the requirements of this agreement.

### 4. LIMITATION OF LIABILITY

**Provider agrees to conduct all services appurtenant to this Agreement in a professional and good workman like manner. However, in no event shall Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, loss of use of telephone equipment or services or other costs. Client is strongly encouraged and advised to work with Provider to create plans to handle any disaster recovery issues that Client may encounter, no matter how remote or unlikely the occurrence of which may happen.**

In the event any services or installation of technology provided by Provider for Client are proven to be defective, the liability of Provider to Client shall be limited to the costs of repair or replacement of defective work and/or equipment by Provider. Provider shall not be liable for any incidental or consequential damages, including (without limitation) lost profits, lost business, lost data, loss of use of telephone systems, attorney's fees or any other damages. Provider shall repair or replace its work within a reasonable time after Client notifies Provider in writing of such defect in Provider services. Provider shall have no liability to Client, including Client or Client's agents, especially if Client and/or Client's agents alters the work performed by Provider in any manner. Due to the number of hardware/software combinations and interactions beyond the control of Provider, Provider cannot guarantee that Client's system(s) will always run trouble-free nor can Provider guarantee that every solution will be 100% effective.

Provider shall not be liable to Client for any problems caused by manufacturers of hardware or software or by third parties, and Provider's liability hereunder is limited to errors made by Provider. In no event shall Provider be liable to Client, any employee, agent, servant or seller of Client, or any third party, for any loss of profit, loss of business, direct or indirect, incidental, special, consequential, exemplary, and/or punitive damages arising out of or related to this Agreement, even if provider has been advised thereof.

Notwithstanding any term stated herein, Provider's ultimate liability to Client hereunder shall in no event exceed the total amount paid by Client to Provider for the three (3) months immediately preceding the event alleged to have caused damage and/or harm and/or injury.



Provider and Client agree that should any incidents occur that trigger this Section 4 of this Agreement and Provider and Client fail to agree as to settlement of the same incident, said dispute shall be settled through Binding Arbitration according to the rules and procedures of the American Arbitration Association for the Region of Boston Massachusetts.

## 5. SERVICES PROVIDED AND PAYMENT

Services to be provided to Client are explained in more detail in Exhibit A, as amended. Terms of payment as also explained in detail in Exhibit A as well, as amended.

Client hereby agrees to purchase the personalized services and equipment for the duration as defined in Exhibit A, as amended. Payment of services and installation of any technology or telephone systems are payable in advance according to Exhibit A.

If support services for Client's technology and/or telephone systems are purchased by Client, Provider retains the right to remotely audit the number of workstations, servers and/or telephone stations monitored at any time, and upon discovery of more or less workstations or servers in use, the provider will apply appropriate changes to any monthly charges as set forth in Exhibit A.

Any off-site data backups provided in Exhibit A are billed based on the amount of data being backed up unless such service is based on a flat fee. Provider will charge Client the charges incurred based on Client's data being backed up pursuant to Exhibit A, and if applicable, based on Client's data usage in the backup process. If Provider is billing Client based on Client's data usage for the backup procedure, Provider's charges will be reflected in Client's monthly invoice.

All fees for services provided including installations shall be invoiced unless otherwise stated in Exhibit A.

**Invoices will be due to be paid within ten (10) days of being billed. Accounts more than thirty-five (35) days past due must be paid in full prior to ongoing support. Support services will be halted until the account is paid in full. Past due balances (defined as one day or more overdue) shall bear interest at the rate of 1.8% per month.**

**Invoices for the purchase of equipment and software shall be due and payable upon receipt of the invoice.**

Client agrees to pay a \$40.00 service charge to Provider if Client bounces any checks.

Client agrees to be responsible for and pay all costs of collection, including but not limited to reasonable attorney fees, court costs and collection costs.

Any fees, costs, charges, or expenses will always be billed in accordance with Provider's rates and flat-rate pricing attached hereto as Exhibit A. For any Terms exceeding 12 months in length, Client agrees that Provider may raise monthly and hourly fees and rates up to four percent (4%) on the anniversary of this Agreement based on increased costs of labor and services.

Provider, at Provider's sole discretion, may charge Client additional fees for reasonable travel costs for on-site services provided to Client at Client's locations outside New Hampshire or Massachusetts.

## 6. CONFIDENTIALITY

All Client information is confidential, whether written, photocopied or digital. Every effort will be made to ensure the security of Client's information through firewall implementation, best practices, security patches to all systems and Antivirus / antimalware software.

## 7. NON-SOLICITATION PROVISIONS / SERVICES

During the term of this Agreement and for a period of twelve (12) months thereafter, Client agrees not to directly or indirectly, solicit, recruit or employ any employee of Provider without the prior written consent of the president or chief executive officer of Provider. Client acknowledges that failure to honor this non-solicitation provision would result in Provider suffering irreparable harm for which there would be no adequate remedy at law. Provider hereby agrees that it will not solicit, hire or retain, in any capacity whatsoever, either directly or indirectly any of Client's employees without written consent from Client. Breach of this provision will incur a fee of 50% of that employee's regular annual compensation at time of breach. It does not matter how long the employee actually worked for provider prior to breach.

## 8. NO ORAL MODIFICATION

The terms and conditions of this Agreement shall be within this Agreement and Exhibits as amended in writing from time to time. This constitutes the entire Agreement and any oral promises made prior to this Agreement are deemed to be reduced to and contained in this same Agreement.

This Agreement may not be modified or amended except in writing specifically referring to this agreement and its terms and conditions and duly signed by each party hereto.

The only exception to this is that provider may, at provider's discretion, provide additional services not specifically listed in this agreement at no additional charge. However, services provided outside of this Agreement are not and should not automatically be considered as 'all inclusive' in the scope of this Agreement.

New and ongoing project work are prime examples of labor that might be performed outside the scope of this Agreement. Depending on the nature and required hourly commitment to external projects, they may or may not be offered at no additional charge. However, expected hours to be billed outside the scope of this Agreement will be disclosed to client before work is commenced so that all parties are well informed and there are no 'surprise' invoices generated to client. Client's assent to this work and additional charges in writing, including writing conveyed by facsimile, email, handwritten notes, will be deemed written assent to the additional work to be billed and shall be either attached to Exhibit A as an amendment or added in the form of an addenda to Exhibit A. All other terms and conditions concerning this additional work shall be governed by this Agreement.

## 9. SUCCESSORS AND ASSIGNS

This agreement shall benefit and be binding upon the parties hereto and their respective heirs, successors and assigns.

## 10. CONSTRUCTION

The within agreement shall be construed in accordance with the laws of The State of New Hampshire. Although the within agreement has been drafted by the attorney for Provider, that fact shall not be construed to result in this agreement being construed against the Provider. Client acknowledges that he/she/it has been encouraged to seek the advice of independent competent counsel. Each of the parties hereto agree that they have both read and understood the terms hereof.

## 11. SEVERABILITY

If any provision hereof is determined, by a court of competent jurisdiction, to be void and/or unenforceable, such determination shall not invalidate the remaining provisions hereof, which remaining provisions shall be fully binding and enforceable.

## 12. COMMUNICATION AND PROCEDURES

Client acknowledges receipt of and agrees to comply with Provider's written procedures for communication and exchanges annexed hereto and made a part hereof as Exhibit D by and between the parties hereto.

## 13. EARLY TERMINATION OF AGREEMENT

If Client chooses to terminate this Agreement before the time period specified in this Agreement without adequate cause, Client understands that it will be liable for an early termination penalty equal to two (2) months managed services payments.

#### 14. DISPUTE RESOLUTION

If any dispute arises between Client and Provider concerning the interpretation of this Agreement or any term or clause herein, concerning any allegations of negligence or other types of liability between Client and Provider, it is encouraged that representatives of Client and Provider work to settle this dispute as quickly and amicably as possible. However, if the dispute is not settled, it is encouraged that the parties resolve this dispute through Mediation according to the rules and procedures of the American Arbitration Association as set forth for the region of Boston, Massachusetts.

If all other means fail to settle this dispute, the parties agree that this dispute shall be resolved through binding arbitration according to the rules and procedures set forth by the American Arbitration Association for the region of Boston, Massachusetts.

Notwithstanding the terms of this Agreement, no party shall have a right to attorney fees, except for Provider for any action to collect on unpaid fees. In addition, Provider also has a sole and exclusive right to seek a court judgment for unpaid fees by Client.

#### 15. STATUS

The status of Provider under this agreement shall be that of an independent contractor and not that of an agent or employee. Provider has no authority to enter into Agreements or agreements on behalf of Client. This Agreement does not create a partnership between the parties. Client recognizes and agrees that this Agreement is non-exclusive and that Provider is free to Agreement with and work for any number of persons or firms while this Agreement is in force.

#### 16. SIGNATURES TO AGREEMENT AND EXHIBITS

Any signature to this Agreement or the accompanying exhibits may be faxed or scanned and either form of signature shall be deemed as original signatures of the parties.

ACCEPTED AND AGREED ON THE DAY, DATE AND YEAR ABOVE FIRST WRITTEN.

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Block 5 Technologies \_\_\_\_\_

Town of Candia \_\_\_\_\_

PROVIDER

CLIENT



25 Nashua Road, Unit E1  
Londonderry NH, 03053  
877.545.2232  
sales@block5.com

## Exhibit A

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### Town of Candia - Managed Care On-Site Plan

#### Desktop Maintenance / Helpdesk Support Services

- Unlimited on-site and remote support for all users / divisions during business hours
- 24/7/365 Desktop Monitoring and Automated Optimization
- Proactive alerting for critical PC functions (e.g.: High CPU, low disk space, failing drives)
- Scanning and Preventing/Cleaning Spyware/Viruses
- Custom Automated Windows Security Update Schedule
- 3<sup>rd</sup> Party software updates and security patching (e.g.: adobe products, java, etc.)
- Disk Space monitoring, defragmentation
- Temp file maintenance and cleanup
- Regular updates to business software
- Printer management / Scan Management

#### Server Maintenance / Monitoring

- Unlimited on-site and remote server support during business hours
- 24/7/365 Monitoring services
- Proactive alerting for critical server functions (High CPU, low disk space, disk errors, failed services, active directory errors, etc.)
- Custom server updates and patching schedule
- Real-time Backup Monitoring and Daily Backup Checks
- Disaster Recovery planning, implementation and testing

#### Network Maintenance / Monitoring

- Unlimited on-site and remote support for firewalls, switches and WAPs during business hours
- 24/7/365 Network monitoring services
- Proactive alerting for critical network functions (bandwidth utilization, network errors, network availability)
- Firmware updates

#### Project Services

- Desktop deployments / upgrades
- Server deployments / upgrades
- SAN deployments / upgrades
- Network deployments / upgrades
- Software deployments / upgrades
- Needs analysis services

### **Reporting and Documentation**

- System health reports
- Ticket metrics / SLA reports
- Software compliance reports
- Fully customizable reporting options
- Comprehensive environment / system documentation

### **Additional Included Management Services**

- ISP management
- Vendor liaison services
- Domain name record management
- Technology Budgeting / Hardware Lifecycle management.
- Purchasing assistance – Inventory management
- Quarterly Provider / Client meetings

### **Purchasing and Procurement services**

- Assistance in assessing client hardware and software needs
- Block5 will either drop-ship products directly or deliver personally

### **Management, Access and Security software**

- Co-managed support request ticketing system
- Co-managed PC and Server agent for remote management and monitoring of client systems
- Antivirus software
- LogMeIn remote access software

### **Allotments and Discounts**

- 2 hours of after-hours support included monthly
- 25% discount on all support labor not covered by contract
- 25% discount on all project labor
- 15 Workstation setups included yearly – 3 business days' notice required.

### **Support Requests and Response times**

- Emergency support requests must be initiated via the Block5 support phone line. The on-call technician is responsible to respond to client within 1 hour, perform triage and escalate, if necessary, to higher level technician. Technician will be on-site within 4 hours if needed.
- Standard support requests are submitted via email, support portal or phone. Dispatch technicians are responsible to respond to client within 1 hour and will coordinate with client to arrange on-site visits based on urgency of issues at hand.

## Monthly Managed Service Rates 2017

Item Name	Quantity	Price	Extended Price
Managed PC – On-Site	24	\$43.50	\$1,044.00
Managed Servers – On-Site	2	\$175.00	\$350.00
Remote Monitoring – Desktop	24	\$7.50	\$180.00
Remote Monitoring - Server	2	\$25.00	\$50.00
Backup Software Server Lease	2	\$40.00	\$80.00
Off-Site Backup	2	\$85.00	\$170.00
Spam Filtering	35	\$1.50	\$52.50
<b>Monthly Total</b>			<b>\$1,926.50</b>

\* managed PCs and Servers is monitored monthly and changes will be reflected in monthly invoices. Please refer to section 5, paragraphs 3 and 4 of the main agreement.

## Out-of-Scope Hourly Labor Rates (25% discount)

Role	Standard Rate	Contracted Rate
On-Site – Level 1	\$95.00	Included
On-Site - Level 2	\$120.00	Included
Remote - After Hours - Level 1	\$95.00	\$71.25
On-Site - After-Hours Level 1	\$120.00	\$90.00
Remote - After Hours - Level 2	\$125.00	\$93.75
On-Site - After-Hours Level 2	\$150.00	\$90.00
Project Level 1	\$100.00	\$75.00
Project Level 2	\$130.00	\$97.50
Remote Support – Level 1	\$85.00	Included
Remote Support – Level 2	\$95.00	included

### Term of Agreement

The term of this Agreement shall be for 12 months from the date of execution or effective date of this Agreement. This Agreement may be extended by additional written Agreement as an Addenda to this Exhibit. If the term of this Agreement expires, but Provider continues to provide services pursuant to this Exhibit A, the parties understand that this Agreement is renewed on a month to month basis based on the same terms as originally agreed. Block 5 reserves the right to raise monthly and hourly fees and rates up to four percent (4%) on the anniversary of this Agreement based on increased costs of labor and services.



**Service Addresses**

Provider shall provide services for Client at the following address(es):

- 1) 74 High street, Candia NH 03034

**Miscellaneous Terms**

Any billable items not previously covered by this Agreement will be billed at 25% discount from standard hourly rates.

Customer Name Printed: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

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

## **Exhibit B - Backup requirements.**

### **Data Backup Offsite Storage Payment Method:**

Client will pay per GB used. This will fluctuate monthly. Please refer to section 5, paragraph 4 of the main agreement for more info.

### **Data Backups:**

The client is utilizing the a backup system approved and designed by the Provider. The client's primary server and critical data are being protected by image based backups. Imaged based backups are different than file based backups in that the entire server (all disc volumes required for the server to run) are captured into backup files capable of restoring the server completely without the need to reinstall operating systems or applications. All settings are retained in the backup images in the form of continuous incremental backups.

The first backup (aggregate) is taken and then each subsequent backup is made up of only changes since the last backup.

Unless client has opted otherwise, each backup is encrypted using 256 bit encryption and is stored on a local backup server at Client's site. After each backup routine, backups are also transferred to a secure, remote datacenter for safekeeping. Data remains encrypted in flight and at rest. Provider and Client will have access to the encryption password.

In the event of a complete local catastrophe in which servers and NAS are rendered unusable, the data kept in remote datacenter can be used to launch a virtual, remote version of your server for complete access to data. Remote backup storage contains all the same backup data that the local NAS stores and allows us to restore every necessary file when required. Client will be charged \$500 per week / per server to maintain a running server environment in the off-site data center. This is only intended to be a short term solution, allowing client to access data and continue operating while provider procures new hardware and restore normal operation for client. In the even all local servers are rendered unusable, all labor during an emergency situation is considered outside the scope of the management contract. Discounted hourly rates are still extended to the client.

The only time these services are generally utilized is after a local catastrophe (earthquake, flood, fire, etc..) and will almost always be covered by Client insurance policy. We recommend making sure your business insurance covers you for technology services in emergencies.

Block 5 engineers will check backups daily and verify the data is usable.

ACCEPTED AND AGREED ON:

**Client:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Provider:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Exhibit C**

Requirements to establish Managed Services Agreement

No Action required. Client environment is suitable for management.

## Exhibit D - Communications

Client agrees to comply with the following forms of communications and procedures to initiate a Service Request (SR):

### *Standard Business-Hours support:*

Dispatch technicians are responsible to respond to client within 1 hour and will coordinate with client to arrange on-site visits based on urgency of issues at hand. Standard support requests need to be created via the following methods:

#### Email-

A user with a computer problem can email support@block5.com initiate a Service Request. User must include their name, the company's name and brief overview of the issue they are experiencing. If the issue is an emergency, please specify this in your email. Our support email is automated and every member of our support team is notified when this account is used.

#### Phone-

A user with a computer problem can call our toll-free number – 877-545-2232. If a Block5 Representative does not answer the call and the user has not already emailed support, the user MUST leave a voice message including their name, the company's name and brief overview of the issue they are experiencing. Emergency support requests must be initiated via the Block5 support phone line.

### *Emergency After-Hours Support:*

Emergency support requests must be initiated via the Block5 support phone line. The on-call technician is responsible to respond to client within 1 hour, perform triage and escalate, if necessary, to higher level technician. Technician will be on-site within 4 hours if needed.

Client must not email or call any individual staff member of Block 5 Technologies directly for support as this could result in a delay of service should that particular staff member not be available to respond to the client's request.

#### **CLIENT:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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



**Town of Candia**  
Conservation Commission  
74 High Street  
Candia, New Hampshire  
03034

Date: March 21, 2017

To: Board of Selectmen

From: Conservation Commission

Subject: Commission Member Appointment

The Commission respectfully requests that you re-appoint Dennis Lewis and Susan Wilderman as full members. Both members are willing and able to continue to serve the town in this capacity.

Respectfully,

A handwritten signature in cursive script, which appears to read "Susan Wilderman".

Susan Wilderman

Chair

Candia Conservation Commission

## Sharon DeWitt Right to Know Request Timeline

February 28, 2017 RTK request sent by email to me at 4:20PM

February 28, 2017 RTK request sent to Bart Mayer 5:48PM

February 28, 2017 Confirmed receipt of RTK request at 6:25PM

March 1, 2017 Received response for Bart Mayer. 1PM Bart called Sue Young to inform her of RTK request and instruct her accordingly

March 1, 2017 Letter to Sharon DeWitt confirming receipt of RTK request and advising her of the \$.50 charge per copy

March 2, 2017 identified over 100 copies provided by Dana Buckley, estimated total expense to be incurred and called Sharon DeWitt to advise her the potential cost of this request. She asked that it be terminated immediately.

March 2, 2017 email to Andria Hansen instructing her to stop copying and to call Sue Young with the same message.

March 2, 2017 received email from Sharon DeWitt confirming her intention to terminate the request at 12:21PM. Andria and Sue notified.

March 12, 2017 Spoke with Sue. Learned app 1,000 documents will be available before expiration of the 2 week period specified in the RTY acknowledgement letter.



*Town of Candia*  
OFFICE OF SELECTMEN  
74 High Street  
Candia, New Hampshire 03034  
(603) 483-8101

March 14, 2017

Boy Scouts of America  
Troop 120  
c/o Bob Martel  
613 High Street  
Candia NH 03034

Dear Mr. Martel:

Enclosed please find a check in the amount of \$300.00 offered to Boy Scout Troop 120 as an expression of this board's appreciation for the troop's effort to distribute the 2017 Town Report.

This board recognizes and supports organizations such as Troop 120 which all contribute to our communities well being. We commend you and Mr. Munn for your dedication and leadership.

Please extend our gratitude to the members and other leaders of Troop 120 for your efforts.

Sincerely Yours,

Boyd Chivers  
Chairman  
Candia Board of Selectmen



**Andria Hansen**

---

**From:** Sue Young [allyoungs@comcast.net]  
**Sent:** Monday, March 13, 2017 9:39 AM  
**To:** Andria Hansen  
**Cc:** allyoungs  
**Subject:** Fwd: HR Audit

Andria,

Would you please make copies of this email and put in the Board's folders for the meeting tonight? It's just for their information and I'll briefly speak to it tonight under "other".

Thanks,  
Sue

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**From:** "Carol Granfield" <cgranfield@mrigov.com>  
**To:** "allyoungs" <allyoungs@comcast.net>  
**Sent:** Wednesday, March 8, 2017 6:38:29 PM  
**Subject:** HR Audit

Dear Susan

I received your message and did have the wrong email address so am resending you this information that you can share with the Board.

It was a pleasure speaking with you today regarding some potential HR-related needs the town of Candia may have in the future. As I indicated to you, MRI can provided you with a variety of types of services that may meet some of your needs. You requested some further information pertaining to types of things we review in an HR Audit, which is many times the first step to determine what best meets the needs of the community, and in order to provide a good roadmap to possibly phase in some needed services.

The following lists some of the Scope of Services we provide in an HR Audit:

**SCOPE OF WORK**

The project will commence with an extensive review of information that will be gathered in several ways. The Consultant(s) anticipate interviewing Town key management, along with some employees to obtain a practical first-hand picture of operations.

All relevant policies, procedures, documentation, and systems will additionally be reviewed. A detailed analysis and results of a comprehensive human resource policy/procedure audit with specific findings and recommendations will be provided in a Final Report to the Town. It will include areas for improvements in human resource operations, costs, efficiency, compliance, and HR operational effectiveness.

An implementation plan covering all proposed recommendations will be included. The Human Resource Policy/Procedure Audit will assist the Town with identifying procedures and practices which, if modified,

**Attachment from Candia Selectmen's Meeting on 3/27/2017**

would result in smoother operations and/or direct time and cost savings to the Town, as well as ensure legal compliance which will significantly assist in risk management exposure.

The audit will encompass the following:

- A comprehensive review and analysis of the Town's human resource functions and operations.
- A thorough analysis of employment and hiring practices and policies; benefits and leave administration, personnel policy and bylaw administration; workplace safety and health policies; employee performance appraisal review; termination policies; training and employee development programs; and other functional areas of concern to Wenham during the analysis.
- Review of orientation and onboarding systems.
- A review of compliance with federal and state laws and regulations such as ADA, FLSA, and HIPAA.
- An assessment of the effectiveness of current human resource practices within department structures and/or centralized systems.
- Review of Human Resource records management systems and Human Resource Information Systems (HRIS).
- Findings and Recommendations.

We also discussed the possible need for a wage and classification study in the future, which could provide you with some structure to move forth to have a fair and equitable system for your employees. As I indicated, MRI has conducted various types of wage and classifications studies for communities as small as Groton and Franconia (under 1,000 population; small communities such as yours, with Hinsdale, Fremont, Fitzwilliam, Thornton and larger ones in NH of Goffstown, Wolfeboro, Exeter, Sullivan County and others, so we cover the entire spectrum.

I hope you will find this information helpful to you and the Board. Have a wonderful vacation, and I look forward to hearing from you after you return. Please don't hesitate to contact me if I can assist you with any other information.

Regarding attending one of your Board meetings, I would be happy to meet with you and the Board, but will not be back in NH until April 3. As you will be meeting in April on April 10 and 24, please let me know if you would like me to attend on one of those dates. If you could let me know possibly before you leave that would be great, as I already have a tentative meeting scheduled for April 10, however, if that date is preferable I could adjust that date at this time, as the dates in April are already beginning to be scheduled.

Feel free to call or email me if you have other questions and if you are able to schedule a date. Also, please confirm receipt of this email, so I'll be sure you have received it. Thanks so much.

Best regards,

Best regards,

*Carol*

Carol M. Granfield, ICMA-CM  
Senior Consultant  
Municipal Resources, Inc.

Attachment from Candia Selectmen's Meeting on 3/27/2017

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