

AGENDA

COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

January 25, 2011
Aldermen Lopez, Osborne,
O'Neil, DeVries, Corriveau

5:00 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Lopez calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from James Burkush, Fire Chief, regarding Fire Prevention and Safety Compliance Standards.
Ladies and Gentlemen, what is your pleasure?
4. Report of the Committee on Accounts, Enrollment & Revenue Administration referring to the Committee the issue of building code regulations for a review of the existing policy on inspection fees and code violations, and to explore ways to strengthen existing and new building code ordinances.
Ladies and Gentlemen, what is your pleasure?
5. Communication from Kevin Sheppard, Public Works Director, regarding a sewer rate reduction review.
Ladies and Gentlemen, what is your pleasure?
6. Communication from Peter Capano, Chief of Parks, Recreation & Cemetery, requesting approval to enter into a 2-year contract extension with Mr. Michael Ryan, PGA Golf Professional at Derryfield Country Club.
Ladies and Gentlemen, what is your pleasure?

7. Communication from Jennie Angell, Director of Information Services, requesting approval of a contract extension with Fairpoint Communications for Centrex Service.

Ladies and Gentlemen, what is your pleasure?

8. Innoprise Project update submitted by Jennie Angell, Director of Information Services.

Ladies and Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove any item from the table.

9. Presentation by Robert Cote, President of Brattle Consulting Group, Inc., regarding SubItUp.com and its impact on the Manchester Police Department.

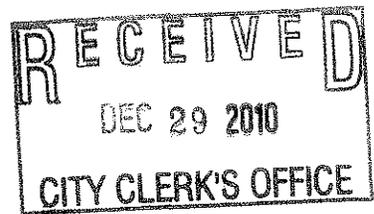
(Note: Retabled on 8/30/2010; Police Department to evaluate through December 2010. Originally tabled 04/20/2010.)

10. Communication from David Mara, Chief of Police, requesting the Committee consider moving towards a full transition of the Parking Control Officers to the Parking Division.

(Note: Tabled 12/21/2010, City Solicitor, Human Resources Director, Chief of Police and Parking Manager to work out employee concerns.)

11. There being no further business, a motion is in order to adjourn.

James A. Burkush
Chief of Department



City of Manchester
Fire Department
Fire Prevention Bureau

FIRE PREVENTION AND SAFETY COMPLIANCE STANDARD 2011-1

DATE: 1 January 2011
REGARDING: OPEN FIRES WITHIN CITY LIMITS
DETAILS: (Description of specific orders to be followed)

OPEN BURNING AND RECREATIONAL FIRES SHALL BE PROHIBITED IN THE CITY OF MANCHESTER, NH.

Exception:

1. Recreational fires shall be permitted in an approved outdoor fireplace having a spark arrestor.
 - a. A permit shall be required and obtained by the property owner from the Fire Prevention Bureau
 - b. An annual site inspection by the Fire Department shall be required (\$50.00 fee)
 - c. Only clean fire wood can be burned by the property owner / permit holder
 - d. Fires shall not be conducted within 25 feet of a structure or combustible material
 - e. Fires shall be constantly attended until they are extinguished
 - f. A minimum of one approved portable fire extinguisher or other on-site fire extinguishing equipment such as a garden hose shall be available for immediate use

CODE OF ORDINANCE REFERENCE: **CITY OF MANCHESTER CODE OF ORDINANCE SECTION 92.05, INTERNATIONAL FIRE CODE 2006 ED**
SECTION 104.1 & 307.1.1 and NH RSA 227-L:17(II)

James A. Burkush,
Chief of Department

Edward O'Reilly,
Chief of Fire Prevention

James A. Burkush
Chief of Department



City of Manchester
Fire Department
Fire Prevention Bureau

FIRE PREVENTION AND SAFETY COMPLIANCE STANDARD 2011-3

DATE: 1 January 2011
REGARDING: OUTDOOR COOKING
DETAILS: (Description of specific orders to be followed)

CHARCOAL BURNERS AND OTHER OPEN FLAME COOKING SHALL NOT BE OPERATED ON COMBUSTIBLE BALCONIES OR WITHIN 10 FEET OF COMBUSTIBLE CONSTRUCTION IN THE CITY OF MANCHESTER, NH.

Exception:

1. One-and-two family dwellings

LP-GAS BURNERS HAVING AN LP-GAS CONTAINER WITH A WATER CAPACITY GREATER THAN 2.5 POUNDS (NOMINAL 1 POUND LP-GAS CAPACITY) SHALL NOT BE LOCATED OR STORED ON COMBUSTIBLE BALCONIES OR WITHIN 10 FEET OF COMBUSTIBLE CONSTRUCTION IN THE CITY OF MANCHESTER, NH.

Exception:

1. One-and-two family dwellings

CODE OF ORDINANCE REFERENCE: **CITY OF MANCHESTER CODE OF ORDINANCE SECTION 92.05, INTERNATIONAL FIRE CODE 2006 ED SECTION 308.3.1 & 308.3.1.1**

James Burkush

James A. Burkush,
Chief of Department

Edward O'Reilly

Edward O'Reilly,
Chief of Fire Prevention



City of Manchester

Fire Department

Fire Prevention Bureau

100 Merrimack St Manchester, NH 03101

Phone (603) 669-2256 Fax (603) 665-6802

www.ManchesterNH.gov

Recreational Fire Permit

James A. Burkush
Chief of Department

PERMITTEE _____

DATE(S) _____ TIME: From _____ To _____

PERMIT FOR: Category I Seasonal (Category I) Category II

Category I RECREATIONAL FIRES shall be permitted in an approved outdoor fireplace having a spark arrestor

- A permit shall be required and obtained by the property owner from the Fire Prevention Bureau
- An annual site inspection by the Fire Department shall be required (\$50.00 fee)
- Only clean fire wood can be burned by the property owner / permit holder
- Fires shall not be conducted within 25 feet of a structure or combustible material
- Fires shall be constantly attended until they are extinguished
- A minimum of one approved portable fire extinguisher or other on-site fire extinguishing equipment such as a garden hose shall be available for immediate use

Category II RECREATIONAL FIRES - see attached document(s)

I, the undersigned permittee, am eighteen years of age or older and understand the law, regulations and my responsibilities under the terms of this permit.

Signature of Permittee: _____

Name: _____

Address: _____

Telephone: _____

Issuing Agent: _____

Town of: MANCHESTER, NH

Date Issued: _____

January 2011

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Accounts, Enrollment and Revenue Administration respectfully recommends, after due and careful consideration, referring to the Committee on Administration/Information Systems the issue of building code regulations for a review of the existing policy on inspection fees and code violations, and to explore ways to strengthen existing and new building code ordinances.

The Committee further recommends that the Finance Officer and City Solicitor aid in the process of reviewing building code regulations, fees, and penalties.

(Unanimous vote)

Respectfully submitted,



Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held December 21, 2010, on a motion of Alderman O'Neil, duly seconded by Alderman Lopez, the report of the Committee was accepted and its recommendations adopted.


City Clerk

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director



Commission
William F. Houghton Jr.
Robert R. Rivard
Joan S. Flurey
Raymond Hebert
Harold Sullivan

CITY OF MANCHESTER Highway Department

December 20, 2010

#10-061

The Honorable Board of Mayor and Aldermen
CITY OF MANCHESTER
One City Hall Plaza,
Manchester, New Hampshire 03101

Re: *Sewer Rate Reduction Review*

Dear Honorable Mayor and Board of Aldermen:

At the request of Mayor Gatsas, we have completed our review of a 7% sewer rate reduction. We reviewed approved CIP projects, potential future regulatory requirements, current and projected rates and feedback from residents. In summary, the review concluded that :

- EPD implemented a series of rate increases in 2007 to fund a ten-year, four part CIP program. In FY 2011 three of the four CIP programs are underway and program costs are being incurred.
- The fourth project, the proposed federally mandated Phase II CSO Program, has yet to start. EPD had originally anticipated starting this construction work in FY 2011. We now do not expect to start construction work until a future year.
- While we wait for the Phase II CSO program to be negotiated with the USEPA, sewer rate relief will benefit our users. Please note that once the CSO Program is negotiated and implemented, we will again need to review the sewer rate structure.

I am available to address any questions you may have on this matter.

Sincerely,

Kevin A. Sheppard, P.E.
Public Works Director

In Board of Mayor and Aldermen
Date: 12/21/10
On motion of Ald. Shea
Seconded by Ald. DeVries
Voted to refer to the Committee on
Administration/Information Systems.

City Clerk

cc/ Timothy J. Clougherty, Deputy Director
Fred McNeill, P.E.

Matthew Normand
City Clerk



Kathleen Gardner
Deputy City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Thomas Clark
City Solicitor

From: Heather Freeman 
Vital & Legislative Records Supervisor

Date: January 4, 2011

Re: Derryfield Country Club Golf Professional

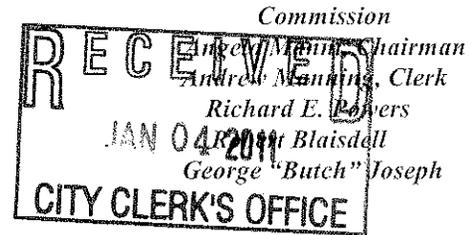
Please be advised that the attached contract will be on the agenda for the next meeting of the Committee on Administration/Information Systems to be held on Tuesday, January 18, 2011. A copy of the contract is attached for your review and discussion at the committee meeting.

pc: Peter Capano, Chief of Parks, Recreation & Cemeteries
Michael Lopez, Chairman

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Peter D. Capano, P.E.
Chief of Parks, Recreation & Cemetery



CITY OF MANCHESTER
Highway Department
Parks, Recreation & Cemetery Division

December 29, 2010

Board of Mayor and Aldermen
One City Hall Plaza
Manchester, NH 03101

RE: Derryfield Country Club Golf Professional

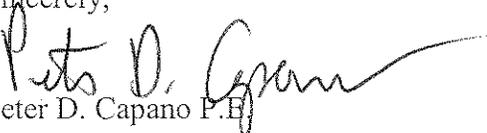
We respectfully request your approval to enter into a 2 year contract extension with Mr. Michael Ryan, the current PGA Golf Professional at the Derryfield Country Club. His current contract expired December 1, 2010.

In November 2009 the Parks Commission granted the previous Parks Director's request to extend the contract two more years, which is the extension we are currently requesting. However, recent consultations with the City Solicitor have indicated that they acted without proper authority. The existing contract does not recognize this extension to the contract.

Mr. Ryan, who has been the PGA Professional at Derryfield Country Club for 14 years, requested an extension because he planned to install an indoor golf simulator with a three year return on investment. The simulator was in operation in January of 2010. The contract extension we are requesting will allow him to recoup his investment.

His professionalism and dedication to the sport, the City, and the Derryfield Country Club patrons are exceptional and we would like to retain his services for years to come.

Sincerely,


Peter D. Capano P.E.
Chief – Parks, Recreation, Cemetery

Cc. Mayor Theodore L. Gatsas
Mr. Kevin A. Sheppard
Mr. Thomas Clark
Mr. Michael Ryan

AGREEMENT

Made this 29th day of June ²⁰⁰⁵ between the City of Manchester, a municipal corporation existing under the laws of the State of New Hampshire, by its Parks, Recreation and Cemetery Commission, (hereinafter referred to as City) and Michael Ryan of 76 Abbott Road, Concord, New Hampshire 03303 (hereinafter referred to as **The Golf Professional**).

WHEREAS, the City desires to employ a Golf Professional to perform certain duties and assume certain responsibilities, and the Golf Professional accepts such employment on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the mutual promises and covenants contained herein, the City and the Golf Professional agree as follows:

TERM

The term of this agreement shall be for a period of one (1) year commencing March 1, 2005 and terminating December 1, 2005. Five additional one year renewal options may be negotiated by mutual agreement of both with the terms to be subject to negotiation. City agrees to allow the golf professional to operate the golf shop during the off season. This being subject to termination clauses hereinafter set forth.

REVENUE FOR THE CITY

- a. Receipts from the sale of season passes, greensfees and lockers will be deposited with the City daily, Monday through Friday.
- b. Tournament receipts will be deposited to the City the day following the event.

REVENUES FOR THE GOLF PROFESSIONAL

- A. Receipts from the sale of pro shop merchandise at one hundred percent.
- B. Lessons given by the Head Golf Professional and Assistant Professional at one hundred percent.

- C. Rental fees from handcarts and clubs at one hundred percent.
- D. Golf car revenue: One hundred percent (100%) of net golf car revenue.
- E. Management fee: Four Percent (4%) of all season passes, greensfees, locker rentals and tournaments will be paid to the Golf Professional on a monthly basis, based on prior month's gross receipts. The Percentage of Gross Revenue will be a minimum of 4% of the prior year's revenue, or the actual amount paid the Pro the prior year, whichever is greater, all done on calendar year basis, with the final adjustment (if any) paid December 15.
- F. One hundred percent (100%) of greensfees for "PRO DAYS" the last weekend in September.

EXPENSES FOR GOLF PROFESSIONAL

- A. Tournament prize payout.
- B. Salaries for rangers, starters and pro shop personnel, together with applicable taxes and insurance.
- C. Dues and subscriptions, including any costs associated with maintaining PGA of America Golf Professional status.
- D. Shop expenses including, but not limited to merchandise, office supplies and telephone.

GENERAL

The Director of Parks, Recreation and Cemetery (hereafter referred to as the Director) shall administer the contract and resolve matters not specifically contained in the contract.

All changes in the contract shall be documented in writing as amendments to the contract, signed by both parties.

The Golf Professional agrees that in the event the City, in its sole discretion, decides to cease the operation of the golf course or to lease out the operation of the golf course, then this contract shall automatically terminate without penalty or termination costs.

To Professionally staff, during all hours of operations, seven (7) days per week and to devote their best efforts to their employment as a golf professional. The Golf Professional agrees to maintain a high visibility at the Club and to personally supervise their staff and Club in a reasonable manner. The Golf Professional must inform the DIRECTOR when they will be away from the course for any length of time, other than a regular scheduled day off. The Golf Professional agrees not to accept any other employment as a golf professional/or Director of Golf during the term of this contract.

Playing privileges will be extended to the Head Professional. All other privileges will be at the discretion of the Head Professional.

The Golf Professional shall work closely with the Director and the Derryfield Golf Superintendent in the following areas:

Every effort should be made by the Golf Professional and Golf Course Superintendent to provide power carts to the players, if possible, however, in the case of wet or inclement weather, final decision to allow carts on the course shall be the responsibility of the DIRECTOR or his designee.

The Golf Professional shall submit an annual reviewed (as defined by the AICPA) set of financial statements to the Director within ninety (90) days of calendar year end, at his own expense. The City shall have complete access to all books, documents, papers, data, records and information of the Golf Professional which are directly pertinent to the Agreement for the purposes of making an audit, examination, excerpts and transcriptions.

The Golf Course Superintendent and Golf Professional shall coordinate all closings of the golf course for inclement weather, frost, etc. However, the final decision for the closing or delayed opening of the course shall be the responsibility of the Director or his designee.

GOLF PROFESSIONAL RESPONSIBILITIES

During the term of this agreement, the Golf Professional agrees to:

- a. Provide personal and professional liability, personal property worker's compensation, personal/family health insurance: Golf Professional is to provide all applicable taxes for himself and employed personnel, and maintains Status as a member of PGA (Professional Golfers Association).
- b. Operate and maintain a "Golf Shop" to display, sell, rent and supply golf needs. Merchandise with a minimum value of \$15,000. (Fifteen thousand dollars) wholesale will be available at the start of the season and maintained at that level through December 1st each year.
- c. Provide services for handling, maintenance, and repairs of golf clubs and equipment.
- d. Provide golf lessons including private group and junior. Lesson fee schedule shall be submitted to the Director or his designee in writing annually for review and approval. Since the City does not have a golf range to provide lessons, it is understood that the Golf Pro will provide these lessons offsite, primarily for the benefit of members and to fulfill his obligation to the City.
- e. Provide janitorial services for golf shop.
- f. Cover any loss or damage occurring to their merchandise and equipment as well as the property of others while such property is in their possession for repair, cleaning etc.
- g. Maintain Golf Professional owned equipment.

h. Hire, train, supervise and compensate (including FICA, Workmen's compensation and unemployment compensation) at a minimum for the following employees;

1. Assistant Professional
2. Golf Shop Manager or Attendant
3. Starter/Rangers
4. Golf/Cart Custodian

These individuals are not to be considered City employees.

i. Provide a Starter and Ranger to work schedules which at a minimum meets the following criteria:

ia. To assist pro shop in arranging tee times, starting players from the first and tenth tees in an orderly fashion, checking receipts and joining groups together to make foursomes to help speed play. Starters may assist rangers in the performance of their duties. The starter must be someone other than the pro shop staff on duty in the pro shop.

ib. Starters and rangers will be on duty beginning the first of May through the end of October. Earlier scheduling or adjustments to the schedule may be subject to the review of the Director and Golf Professional. Starters and rangers hours are Monday through Friday from 7:00 AM to 8:00 PM. Starters and rangers should be scheduled from 12:00 noon to 8:00 PM on Saturdays, Sundays and Holidays. On Saturdays, Sundays and Holidays the starter/ranger can provide both starter and ranger dates.

ic. Rangers duties include, but are not limited to: checking receipts; enforcing all rules of the golf course and of normal golf etiquette; keeping the speed of play moving at a normal pace (goal eighteen holes in four and one half hours or less); straighten, replace or remove informational signs, traffic cones and cart barriers; assist clearing golf course during inclement weather.

j. Devote his time, attention and energies to the performance of duties as Golf Professional during the term of the contract. The Golf Professional shall actively promote the game of golf and Derryfield Country Club Course by organizing and conducting a varied and exciting schedule of golf programs, tournaments and special promotions on a regular basis. All of these activities must be reviewed and approved in advance by the DIRECTOR including any special golf rates desired to fulfill the above.

k. Make decisions regarding staffing, subject to approval of Parks, Recreation and Cemetery Director.

l. Provide office supplies necessary for the operation of a well-managed pro shop including register tapes, stationary, calendars, files and supplies.

m. Provide a phone line for pro shop purposes at Golf Professional's expense.

n. Utilize City provided golf software and computer equipment to collect, maintain and report golf course data and pro shop information and statistics.

o. Collect greensfees, season permits, lockers and tournament fees, providing receipts and funds to the Department for daily deposit Monday through Friday except holidays.

p. Coordinate and assist league activities with the DIRECTOR.

q. Schedule, promote, and conduct all tournaments as approved by the Parks, Recreation and Cemetery Commission. The Golf Professional will book no tournaments that exceed 48 players. Tournaments of 48 or less shall be approved by the DIRECTOR. Tournaments exceeding 48 players will be subject to the major tournament policy already placed in effect by prior Commission approval. All major tournaments, including club tournaments, should be submitted to the Department no later than March 1 and are subject to Commission approval. Any change in previously approved tournament sponsorship will be subject Commission approval.

r. Provide for rental of handcarts and sets of clubs (left and right handed mix).

- s. Be responsible for handling, fueling, storing and cleaning the fleet of power carts for rental (the Golf Professional agrees and understands that the City shall establish the golf car rental fee). Removes broken down carts from the course.
- t. Provide their own professional membership (PGA) fees, and that of the staff as applicable and maintain, at all times, their certified Class A Head Professional status with the PGA.
- u. Maintain monthly financial records, including but not limited to: inventory and selling prices, personnel costs, revenue from lessons, outstanding gift certificates and credits etc. Such records must be made available to the City on a monthly basis, and maintained for a minimum of three years.

CITY RESPONSIBILITIES

- a. Set greens and annual fees and power cart fees, to include input from Golf Professional.
- b. Maintain the clubhouse locker room/restrooms, but not including any equipment owned and installed by others. Provides janitorial services for the clubhouse but not including the golf shop.
- c. Utilities, except telephone. Utilities related to charging golf car batteries are not included.
- d. Establish policies and procedures for the operations of the golf course which the Golf Professional and their staff will administer and carry out.
- e. Provide the Golf Professional with a written annual performance evaluation. If for any reason the Golf Professional shall become unfit or incapacitated to perform the duties pursuant to their contract, the City may terminate his contract with ninety (90) days written notice.

DISAGREEMENTS AND DISPUTES

All claims, disagreements and disputes, if any, arising under the terms of agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to laws and procedures of the State of New Hampshire, in which state this agreement shall be deemed to have been executed. No action at law or equity or by arbitration shall be commenced to resolve any disagreement or disputes under the terms of this agreement, in any jurisdiction whatsoever other than the State of New Hampshire.

TERMINATION OF CONTRACT FOR CAUSE

If through any cause, the Golf Professional shall fail to furnish in a timely and proper manner its obligations under this CONTRACT, or if the Golf Professional shall violate any of the covenants, agreements or stipulations of this CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to the Golf Professional of such termination and specify the effective date thereof at least thirty (30) days before the effective date of such termination.

Notwithstanding the above, the Golf Professional shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract, and the CITY may withhold any payments until such time as the exact amount of damages due the CITY is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY

The CITY may terminate the CONTRACT at any time by giving written notice to the Golf Professional of such termination and specify the effective date thereof, at least ninety (90) days before the effective date of such termination.

If the contract is terminated by the CITY as provided herein, the Golf Professional will be paid an amount which bears the same ratio to the total compensation as the services covered by this contract, less payments of compensation previously made.

Indemnification and Insurance Requirements:

In consideration of the utilization of the Golf Professional's services by the City of Manchester and other valuable consideration, the receipt of which is hereby acknowledged the Golf Professional will indemnify the City from all liabilities or claims, demands, damages, and costs, for or arising out of any duties performed by the him under this agreement.

Golf Professional agrees to maintain in full force and effect:

- A. Comprehensive General Liability insurance written on occurrence form including completed operations coverage, golf cart liability, personal injury liability coverage, broad form property damage liability coverage, and contractual liability coverage insuring the agreements contained herein and arising out of any duties performed by him. The minimum limits of liability carried on such insurance shall be \$1,000,000.00 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability \$1,000,000.00 annual aggregate personal injury liability.
- B. Worker's Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955 as amended, with statutory coverage and including employer's liability insurance.
- C. Any and all deductibles on the above prescribed insurance policies shall be assumed by and be for the account of, and at the sole risk of the Pro.
- D. Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.

- E. The Golf Professional agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance name the City of Manchester and the Parks, Recreation and Cemetery Department as an additional insured and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire 03101 and the Parks, Recreation and Cemetery Department at least (30) days in advance of such cancellation or change.
- F. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of the Golf Professional's liability hereunder or in any way modify the Pro's indemnification responsibilities to the City of Manchester and the Parks, Recreation and Cemetery Department
- G. It shall be the responsibility of the Golf Professional to ensure that all Subcontractors comply with the same insurance requirements that he is required to meet.

STATUS

IN ADDITION, the parties hereby agree that neither the Golf Professional, nor the Assistant Golf Professional shall be an employee of the City. They shall not be members of any City retirement plan, nor shall, they be entitled to any other benefit enjoyed by the City employees except as hereinabove provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hand and seals to this instrument on the day and year first above written.

Arthur Addis 6/29/05

Witness

By: Ronald Ludwig

Ronald Ludwig, Director
Parks, Recreation & Cemetery Department

Arthur Addis 6/29/05

Witness

By: Michael Ryan

Michael Ryan



CITY OF MANCHESTER
Parks, Recreation & Cemetery Department

625 Mammoth Road
Manchester, NH 03104-5491
(603) 624-6565 Administrative Office
(603) 624-6514 Cemetery Division
(603) 624-6569 Fax

COMMISSION

Stephen Johnson, Chairman
Sandra Lambert, Clerk
George "Butch" Joseph
Michael Worsley
Dennis Smith
Ronald Ludwig, Director

Derryfield Country Club Golf Professional

Contract Renewal Option # 1

Pursuant to conditions identified in "Term" section of Golf Professional Agreement dated June 29, 2005 between the City and the **Golf Professional** it is hereby agreed by mutual consent that Option # 1 be executed allowing the Golf Professional to extend said contract subject to the following conditions:

1. The term of said option shall commence March 1, 2006 and terminate December 1, 2006.
2. All terms and conditions identified in original Agreement dated June 29, 2005 shall be binding and remain in full force and effect.
3. Membership fees and Greens fees shall reflect 2 % rate increase and additional sales categories as described in the minutes of the Parks, Recreation and Cemetery Commission meeting dated January 17, 2006.

In Witness Thereof, the parties have executed this Option at Manchester, New Hampshire on the 20th day of January in the year 2006.

Ronald E. Ludwig, Director
Parks, Recreation & Cemetery Dept.

Witness

Michael Ryan
Golf Professional

Witness



CITY OF MANCHESTER
Parks, Recreation & Cemetery Department

625 Mammoth Road
Manchester, NH 03104-5491
(603) 624-6565 Administrative Office
(603) 624-6514 Cemetery Division
(603) 624-6569 Fax

COMMISSION

Stephen Johnson, Chairman
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Ronald Ludwig, Director

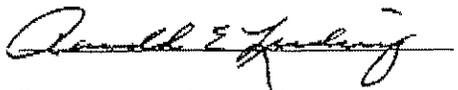
Derryfield Country Club Golf Professional

Contract Renewal Option # 2

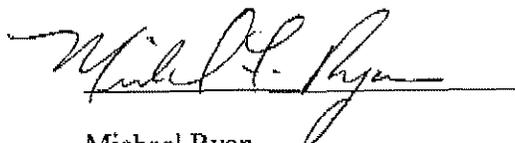
Pursuant to conditions identified in "Term" section of Golf Professional Agreement dated June 29, 2005 between the City and the **Golf Professional** it is hereby agreed by mutual consent that Option # 2 be executed allowing the Golf Professional to extend said contract subject to the following conditions:

1. The term of said option shall commence March 1, 2007 and terminate December 1, 2007.
2. All terms and conditions identified in original Agreement dated June 29, 2005 shall be binding and remain in full force and effect.
3. Membership fees and Greens fees shall reflect rate increases and sales category modifications as described in the minutes of the Parks, Recreation and Cemetery Commission meeting dated January 16, 2007.

In Witness Thereof, the parties have executed this Option at Manchester, New Hampshire on the 15th day of March in the year 2007.


Ronald E. Ludwig, Director
Parks, Recreation & Cemetery Dept.


Witness


Michael Ryan
Golf Professional


Witness

Chuck DePrima
Acting Director



CITY OF MANCHESTER
Parks Recreation and Cemetery Department

Derryfield Country Club Golf Professional

Contract Renewal Option # 3

Pursuant to conditions identified in "Term" section of Golf Professional Agreement dated June 29, 2005 between the **City** and the **Golf Professional** it is hereby agreed by mutual consent that Option # 3 be executed allowing the Golf Professional to extend said contract subject to the following conditions:

1. The term of said option shall commence March 1, 2008 and terminate December 1, 2008.
2. All terms and conditions identified in original Agreement dated June 29, 2005 shall be binding and remain in full force and effect.
3. Membership fees and Greens fees shall remain the same as the previous season (2007) as described in the minutes of the Parks, Recreation and Cemetery Commission meeting dated November 20, 2007.

In Witness Whereof, the parties have executed this Option at Manchester, New Hampshire on the 26th day of February in the year 2008.

Charles DePrima, Acting Director
Parks, Recreation & Cemetery Dept.

Witness

Michael Ryan
Golf Professional

Witness

625 Mammoth Road • Manchester, New Hampshire 03104 • (603) 624-6565 • FAX: (603) 624-6569
Cemetery Division • 765 Brown Ave • Manchester, NH 03103 • (603)624-6514
E-mail: parks@manchesternh.gov • Website: www.manchesternh.gov/CityGov/Pks/

Chuck DePrima
Acting Director



CITY OF MANCHESTER
Parks Recreation and Cemetery Department

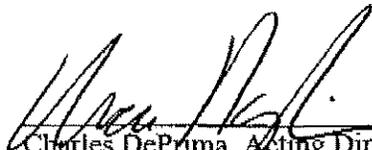
Derryfield Country Club Golf Professional

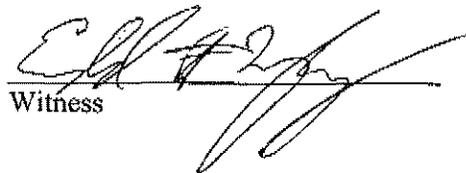
Contract Renewal Option # 4

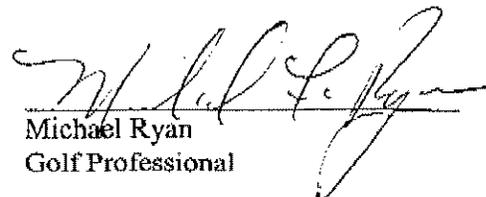
Pursuant to conditions identified in "Term" section of Golf Professional Agreement dated June 29, 2005 between the City and the **Golf Professional** it is hereby agreed by mutual consent that Option # 4 be executed allowing the Golf Professional to extend said contract subject to the following conditions:

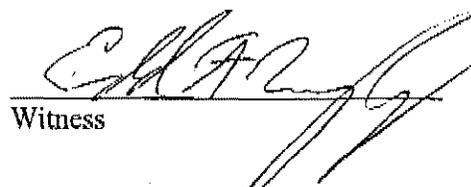
1. The term of said option shall commence March 1, 2009 and terminate December 1, 2009.
2. All terms and conditions identified in original Agreement dated June 29, 2005 shall be binding and remain in full force and effect.
3. Management fee as described in Article E of the 'Revenues for the Golf Professional' section shall be raised from 4% to 6% for the term of this Option as described in the minutes of the Parks, Recreation and Cemetery Commission meeting dated November 18, 2008.

In Witness Whereof, the parties have executed this Option at Manchester, New Hampshire on the 19th day of November in the year 2008.


Charles DePrima, Acting Director
Parks, Recreation & Cemetery Dept.


Witness


Michael Ryan
Golf Professional


Witness

625 Mammoth Road • Manchester, New Hampshire 03104 • (603) 624-6565 • FAX: (603) 624-6569
Cemetery Division • 765 Brown Ave • Manchester, NH 03103 • (603)624-6514
E-mail: parks@manchesternh.gov • Website: www.manchesternh.gov/CityGov/Pks/

Chuck DePrima
Acting Director



CITY OF MANCHESTER
Parks Recreation and Cemetery Department

Derryfield Country Club Golf Professional

Contract Renewal Option # 5

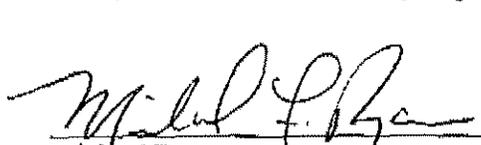
Pursuant to conditions identified in "Term" section of Golf Professional Agreement dated June 29, 2005 between the City and the Golf Professional it is hereby agreed by mutual consent that Option # 4 be executed allowing the Golf Professional to extend said contract subject to the following conditions:

1. The term of said option shall commence March 1, 2010 and terminate December 1, 2010.
2. All terms and conditions identified in original Agreement dated June 29, 2005 shall be binding and remain in full force and effect.
3. Management fee as described in Article E of the 'Revenues for the Golf Professional' section shall be raised from 4% to 6% for the term of this Option as described in the minutes of the Parks, Recreation and Cemetery Commission meeting dated November 18, 2008.

In Witness Whereof, the parties have executed this Option at Manchester, New Hampshire on the 20th day of November in the year 2009.


Charles DePrima, Acting Director
Parks, Recreation & Cemetery Dept.

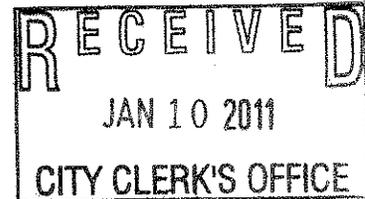

Witness


Michael Ryan
Golf Professional


Witness

625 Mammoth Road • Manchester, New Hampshire 03104 • (603) 624-6565 • FAX: (603) 624-6569
Cemetery Division • 765 Brown Ave • Manchester, NH 03103 • (603)624-6514
E-mail: parks@manchesternh.gov • Website: www.manchesternh.gov/CityGov/Pks/

Jennie Angell
Director, Information Services



CITY OF MANCHESTER
Information Systems Department

January 7, 2010

Alderman Mike Lopez, Chairman
Committee on Administration and Information Systems
One City Hall Plaza
Manchester, NH 03101

Dear Alderman Lopez:

I am requesting the approval of a contract extension with Fairpoint Communications for Centrex Service. This contract provides telephone service in approximately 90 City and School facilities throughout the City. While this contract is an extension of an existing contract, we did put out a Request for Proposals for this service. After evaluating the proposals, we determined that extending the existing contract is the most cost-effective solution at this time. This extension is for one year with an option to renew for up to five additional years. The City currently has 743 Centrex lines. The breakdown of lines between the enterprises, the School District, and the general fund are as follows:

Aviation	123
EPD	17
Parking	11
School	282
Water	25
City	285

I will be at the committee meeting if you have any questions.

Sincerely,

Jennie Angell
Director of Information Services

100 Merrimack Street • Manchester, New Hampshire 03101 • (603) 624-6577 • FAX: (603) 624-6320
E-mail: MIS@manchesternh.gov • Website: www.manchesternh.gov

**Second Amendment
to
Service Agreement for Centrex Services**

This Second Amendment of the Service Agreement for Centrex Service is made this day of January, 2011 by and between Northern New England Telephone Operations LLC d/b/a FairPoint Communications - NNE ("FairPoint Communications - NNE") with offices at 521 East Morehead Street, Ste. 500, Charlotte, NC 28202, and the City of Manchester, with a principal place of business at 100 Merrimack Street, Manchester, New Hampshire ("Customer") (hereinafter, together, "the Parties").

WHEREAS, Customer and Verizon entered into and executed a Service Agreement for Centrex Services on February 2, 2003 (the "Agreement"), and amended on December 19, 2007 (the "First Amendment"). The Agreement was assigned to FairPoint Communications - NNE as successor in interest to Verizon effective March 31, 2008.

WHEREAS, Customer and FairPoint Communications - NNE desire to amend the Agreement to extend the Service Period and make further revisions as set forth below.

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

- 1) Section 2 of Exhibit A to the Agreement; Service Period is hereby amended by adding the following text:

Customer shall purchase such Services for a period of not less than twelve (12) months following the execution of the Second Amendment by the Parties and receipt of regulatory approval (the "Second Extended Term"), with an option to renew for up to five additional twelve (12) month periods.

- 2) Section 1 of Exhibit A to the First Amendment; Initial Quantity and Charges is hereby amended by deleting the existing rates under that section and inserting the following rates in lieu thereof, and by adding the following text at the end of the section:

*Monthly Line Rate (including LNP, EAC, Unlimited Local Usage, and, if applicable, LPC) is \$9.34 per line. The monthly line rate consists of the following charges:

Station Line - \$3.68 per line
Exchange Access (EAC) - \$2.36 per line
Unlimited Local Usage - \$3.30 per line

In addition to the Monthly Line Rate, the Customer will pay the Federal Subscriber Line charge of \$6.16 per line. The Federal Subscriber Line is subject to change.

In addition, the Customer will be responsible for the following taxes and surcharges.

E-911 Surcharge - \$0.57 per line (Capped at 25 lines)
Federal Universal Service Fund - \$0.17 per line

Taxes and surcharges are subject to change.

Additional charges for the following moves, additions or changes:

Description of Service	Rate
Moves	\$50.00 per line
Adds	\$75.00 per line
Changes	\$75 per line
Changes to a Class of Service or Features	\$15.00 per line
Installation for new lines	\$75.00 per line

- 3) The City of Manchester School District may move its Centrex lines (approximately 282 lines) under its own separate agreement with FairPoint Communications - NNE at the rates, terms and conditions set forth in the Agreement and the First Amendment as amended herein. If the City of Manchester School District exercises its option to move its Centrex lines to its own separate agreement with FairPoint Communications – NNE, the applicable Monthly Line Rate (including LNP, EAC, Unlimited Local Usage, and, if applicable, LPC) will be \$9.84 per line. If this move occurs, the City of Manchester will not be charged ordinarily applicable termination liability nor will this loss of approximately 282 lines count against the City of Manchester’s ability to terminate 20% of the remaining lines without termination charges as set forth in the First Amendment.

- 4) All other rates, terms and conditions shall remain as stated in the Agreement and First Amendment for the duration of the Second Extended Term. If the Agreement, as amended, conflicts with the terms in the Response to City of Manchester Request for Proposal Centrex Dial Tone Service FY11-130-44, the Response to City of Manchester Request for Proposal Centrex Dial Tone Service FY11-130-44 shall take precedence.

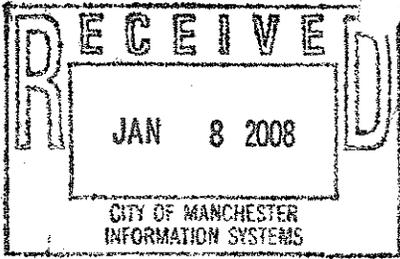
Agreed and Accepted:

**Northern New England Telephone
Operations LLC
d/b/a FairPoint Communications - NNE**

City of Manchester

By: _____
Print Name: Karen Romano
Title: AVP, Government and Education
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____



**FIRST AMENDMENT
TO
SERVICE AGREEMENT
FOR CENTREX SERVICES**

THIS AMENDMENT is made this 19th day of December, 2007, by and between the City of Manchester, with a principal place of business at 100 Merrimack Street, Manchester New Hampshire, (herein called "Customer") and Verizon Business Network Services Inc. on behalf of its affiliate Verizon New England Inc. ("Verizon"), a New York corporation having its principal place of business at 125 High Street, Boston, Massachusetts 02110.

WHEREAS Customer and Verizon entered into and executed an Agreement for CENTREX services on February 2, 2003,

WHEREAS, Customer and Verizon desire to amend the Agreement to extend the Service Period as particularly set forth below.

NOW, THEREFORE, the Parties hereby to amend the Agreement as follows:

1) All references to the word Intellipath are hereby deleted in their entirety and replace with the word "Centrex".

2) Service Period. Verizon will furnish and Customer will subscribe to, use, and pay for the Services under this Amendment for a period of not less than thirty-six (36) months following the execution of this Amendment by the Parties, installation, and if applicable, receipt of regulatory approval..

3) Exhibit A is amended as follows:

i) Section 1, Service and Quantities Commitment is hereby deleted in its entirety and is replaced with the Service and Quantities Commitment that is attached to this Amendment.

ii) Section 3, Termination Charges, Termination Charges and/or Shortfall Liability, is hereby deleted in its entirety and is replaced with the following:

"3. Termination Charges. Customer shall have the obligation to pay at the rates applicable under this Agreement for all lines of Service provided hereunder, including any additional lines, services or features specified in this Exhibit or subsequently ordered hereunder. During the Service Period, Customer may terminate a total of up to 20% of the total number of lines (i.e. initial quantity plus additional lines) of Service provided hereunder without liability for termination charges. If, prior to expiration of the Service Period, Customer cancels or terminates any Services, other than 20% of the total number of lines provided hereunder, Customer will be required to pay termination charges as follows: full monthly recurring charge for each terminated line, multiplied by the number of months remaining in the unexpired portion of the Service Period at the time of such termination or cancellation."

iii) Section 4, Addition Lines and Features is hereby amended by deleting all references of 10% and replacing them with 20%.

iv) Section 6, Additional Provisions, the following sub-bullets a, and c, are hereby deleted in their entirety and are replaced with the following;

I



VZ Generated By: [Contract Mgr Pje 9-20-07_12-10-07
PreSales: S.House
VZ Approved To Form: [Contract Mgr PEmmons]



"a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are based on Customer's unique network design requirements, volume and term commitments, service mix, usage, existing facilities, incremental investment required, average loop length of 10,740 feet for Analog lines and 5,418 for ISDN lines, to the Customer's locations, and other cost and competitive characteristics, including average busy-season busy-hour traffic not exceeding 5 CCS (hundred calling seconds) per Centrex analog line, 36 CCS per Centrex ISDN BRI Line. Local service on the lines of Service provided hereunder will be obtained from Verizon pursuant to applicable tariffs."

"c. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail."

Except as modified and amended herein all other rates terms and conditions of the Agreement shall remain in full force and effect.

Verizon Business Network Services Inc. on behalf of VERIZON NEW ENGLAND Inc.

The City of Manchester

By: [Signature]

By: [Signature]

Title: Suleiman Hessami
VP Pricing/Contract Management

Title: Mayor

Date: 01/03/2008

Date: 12-19-07





Exhibit A

1. Initial Quantity and Charges. Customer agrees to purchase Centrex Service ("Service") from Verizon New England ("Verizon ") in the quantities, and at the Customer locations and at the rates and charges set forth below during the Service Period. Except as expressly set forth in this Agreement, the Service will be provided in accordance with the provisions of Verizon's applicable Tariffs, including Tariff N.H.-P.U.C.-No.83. Any other work, services or facilities will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current retail rate. Customer agrees that all local exchange usage originating over the Service shall be purchased from Verizon at the applicable tariffed rates.

<u>Service</u>	<u>Quantity</u>	<u>Amount Attributable To Exchange Access Charge (EAC)</u>	<u>*Monthly Line Rate (including, EUCL, LNP, EAC, and, if applicable, LP</u>
Centrex Analog lines Standard Feature List: Authorization Codes, Automatic Line, Automatic Route Selection, Call Forward- All Calls, Call Forward- Busy, Call Forward- Don't Answer, Call Hold, Call Pickup, Call Transfer, Call Waiting, Caller ID-Internal, Cancel Call Waiting, Console Display, Consultation Hold, Direct Inward Dialing, Direct Outward Dialing, Directed Call Pickup, Distinctive Ringing, Dual-Tone Multifrequency (DTMF), Fully Restrictive Service, Intercept to Common Announcements, Line Hunting, Night Service, Speed Dialing- Group Long List, Speed Dialing- Individual Long List, Speed Dialing- Individual Short List, Station-to-Station Dialing, Three Way Calling, and Toll Restricted Service, Attendant Call Transfer, Attendant Conference, Attendant Control of facilities, Attendant Package: Attendant Camp-on, Attendant Direct Station Select, Attendant ID on Incoming Calls, Multiposition Hunt, Non-Datalink Attendant Console, Sourc Billing for Attendant, Uniform Call Distribution ("UCD").	741	\$2.36	\$15.57
Centrex ISDN line, 2B+D Alternate CSV/CSD, CSD Standard Feature List: National ISDN 2 Base RTU (NIS2RTU), NISDN 5E11 Packager per BRI, Standard BRI Base, Deluxe CSD per Standard BRI, Basic Data for CSD & X.25, Delux PSD per Standard BRI, BRI Data Services for D &B Channel Packet, BRCS Supplementary Services, Essential Service Protection per BRI, ISDN Electronic Directory Service, Automatic Customer Station Rearrangement per BRI, ISDN Basic Attendant Service RTU per BRI, ISDN Attnd Group Overload Warning , ISDN Attnd Remote Busy Verification, ISDN Attend Offered Load Statistics.	11	\$2.36	\$56.00

The following feature will be provided at the following additional rate:
CallMax Deluxe - \$3.00 per line equipped
T1 Terminations-\$300.00 per T1 Termination





CBS/CNE 2007-422751

CENTREX optional features included in the above Centrex line rate:

Caller ID with Number and Name

Virtual Numbers

CMAC

SMDR

*The current tariff exchange usage rate of \$3.30, is included in the per line rates listed above. This rate is subject to change over the term of the Service Period and is billed in accordance with the applicable tariff.

Nonrecurring tariff charges (excluding Premise Work charges) are included in the monthly line rates for the Initial Line Quantity. Tariff nonrecurring charges apply to the installation of additional lines. Tariff nonrecurring charges also apply to changes made to initial and additional lines, including relocations and feature activations.

Monthly Rates. Customer agrees to pay the Monthly Line Rate stated above for Service throughout the Service Period. The Monthly Line Rate includes the Federal End-User Common Line charge ("EUCL"), Local Number Portability Charge ("LNP"), Exchange Access Charge ("EAC"), and Line Port Charge ("LPC") if and to the extent applicable, and such Monthly Line Rate will not change during the Service Period regardless of any subsequent changes in, or elimination of, the applicable EUCL, LNP, EAC, or LPC charges (any increases or decreases in such EUCL, LNP, EAC, or LPC charges will be offset on Customer's bill so that the combined charges for such line, EUCL, LNP, EAC, and LPC will remain the same). The current analog EUCL is \$6.39, the current ISDN EUCL is \$6.39, and the current ISDN Line Port Charge is \$1.90. The Monthly Line Rate is guaranteed against Verizon-initiated change during the Service Period provided Customer maintains the minimum quantity of Services as set forth hereunder. In addition, Customer will pay all applicable taxes and any applicable service connection charges, nonrecurring charges and tariff surcharges, including Exchange Usage charges, that may be required under applicable laws or tariffs.





SERVICE AGREEMENT
(Intrastate ICB)

COPY

Customer Name and address:	City of Manchester ("Customer") 100 Merrimack, Manchester NH 03101	Main Billing Tel. No:	603 624-6300
		ICB Case No.	2002-232230

Services. Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit(s) A attached to this Agreement, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the attached Exhibit applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibit(s).

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

City of Manchester (Customer)

By *Robert A. Raines*
Name/title Mayor
Date 2.4.03

VERIZON New England Inc.

By *Carole Levesque*
Name/title Carole Levesque-Regional Sales Manager
Date January 29, 2003



Verizon company name: Verizon New England Inc. (referred to in this Exhibit as "Verizon")
 State: New Hampshire
 Customer name: City of Manchester
 ICB Case No.: 2002-232230

1. Services and Quantity Commitments. Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current retail rate.

Intellipath II Centrex Service	Quantity	Amount Attributable to Exchange Access ("EAC")	Monthly Line Rate* (including, EUCL, EAC, and, if applicable, LPC)	Non-recurring Charges Intellipath Centrex II
Analog Voice	707	\$4.01	\$17.16	Tariff
Integrated Services Digital Network ("ISDN") 2B+D, Alternate Circuit Switched Voice ("CSV") / Circuit Switched Data ("CSD"), CSD	20	\$4.01	\$62.06	Tariff

***Monthly Rates.** Customer agrees to pay the Monthly Line Rate stated above for Service throughout the Service Period. The Monthly Line Rate includes the Federal End-User Common Line charge ("EUCL"), Exchange Access Charge ("EAC"), and Line Port Charge ("LPC") if and to the extent applicable, and such Monthly Line Rate will not change during the Service Period regardless of any subsequent changes in, or elimination of, the applicable EUCL, LNP, EAC, or LPC charges (any increases or decreases in such EUCL, LNP, EAC, or LPC charges will be offset on Customer's bill so that the combined charges for such line, EUCL, LNP, EAC, and LPC will remain the same). The LNP is not included in this rate and will be added to the above monthly rate as long as applicable. As of the execution of this Agreement, the current analog EUCL is \$7.13, the current ISDN EUCL is \$6.39, and the current ISDN Line Port Charge is \$1.90. The Monthly Line Rate is guaranteed against Verizon-initiated change during the Service Period provided Customer maintains the minimum quantity of Services as set forth hereunder. In addition, Customer will pay all applicable taxes (unless exempt under applicable law) and any applicable service connection charges, nonrecurring charges and tariff surcharges, including Exchange Usage charges, that may be required under applicable laws or tariffs, and Verizon will provide to the City of Manchester 30 days written notice prior to any such changes.

2. Service Period. Service Period and Cutover. Customer shall purchase such Services for a period of sixty (60) consecutive months following the execution of this Agreement, installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services under the terms hereof. Billing at the rates set forth herein for any existing lines of Service to be provided hereunder shall commence as of the start of the first monthly bill period following execution of this Agreement by both parties and receipt of all necessary regulatory and governmental approvals. Billing for any new lines to be provided hereunder shall commence as of the date each such line is cutover. Cutover of new lines of Service ordered hereunder will be scheduled to be cutover on a date to be mutually agreed upon by both parties. The Service Period for all lines of Service to be provided hereunder (both new and existing) will be deemed to commence as of the date that cutover of the lines of Service initially ordered hereunder is substantially completed

3. Termination Charges. Termination Charges and/or Shortfall Liability:

During the Service Period, Customer shall have the obligation to pay at the rates applicable under this Agreement for all lines of Service provided hereunder, including any additional lines, services or features specified in this Exhibit or subsequently ordered hereunder. During the Service Period, Customer may terminate a total of up to 10% of the total number of lines (i.e. initial quantity plus additional lines) of Service provided hereunder without liability for termination charges. If, prior to expiration of the Service Period, Customer cancels or terminates any Services, other than 10% of the total number of lines provided hereunder, Customer will be required to pay termination charges as follows: \$17.16 for each terminated Intellipath (analog) line, and \$62.06 for each terminated Centrex ISDN line, multiplied by the number of months remaining in the unexpired portion of the Service Period at the time of such termination or cancellation. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing.



4. Additional Lines and Features. Customer may request the addition of up to 10% more lines of Service than the quantity initially ordered hereunder at the locations listed below. Provided Verizon has suitable facilities available to provide such additional Service at such location(s) at costs substantially similar to the cost to provide the initial quantity of Service ordered for the locations listed below, Verizon will provide such Service at the same Monthly Line Rate hereunder, and no written amendment to this Agreement will be necessary. If Customer wishes to increase the number of lines of Service by more than such 10% increase, or increase traffic levels to exceed the 5 CCS referred to below, then Verizon reserves the right to determine if a different Monthly Line Rate will be required. If Verizon does not require a different Monthly Line Rate, then such additional lines may be provided hereunder at the applicable above Monthly Line Rate and a written amendment will not be required unless requested by Verizon. If a different Monthly Line is required by Verizon, then Verizon will determine the applicable rate and present it to Customer for its consideration. Verizon shall not be required to provide any such additional Services until and unless both parties mutually agree in writing to any such different Monthly Line Rate. The Service Period for all such additional lines of Service, or additional services or features, shall be coterminous with the Service Period set forth herein unless otherwise agreed in writing.

If Customer requests an Intellipath line type different from the type(s) of line previously provided hereunder, an amendment to this Agreement, signed by both parties and setting forth the applicable rates and any other additional provisions, may be required by Verizon prior to the provision of any such different line type.

5 Relocation, Additional Locations. During the Service Period, Customer may request that Service be provided to locations in addition to, or in replacement of, the Locations listed below. Provided suitable facilities are available to provide such requested Service to such location(s), Verizon shall determine the additional recurring and/or non-recurring charges to be required for the provision of any such Service to any such locations and, upon Customer's written acceptance of such charges, the requested Service will be provided to such location(s). The charges for Service at any new locations will reflect costs and features associated with such location; and provided Customer commits to an equal or greater number of lines at the new location for an equal or greater term, Verizon will reduce the termination charges that would otherwise apply to the original location based upon Verizon's estimate of the extent to which it will re-use the network facilities at such location to serve other customer(s) within a reasonable period of time. Except as may be otherwise agreed in writing signed by both parties, all of the provisions of this Agreement apply to the provision of any such Service to any such locations.

6 Additional Provisions.

- a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are based on Customer's unique network design requirements, volume and term commitments, service mix, usage, existing facilities, incremental investment required, average loop length of 4,502 feet to the Customer's locations, and other cost and competitive characteristics, including average busy-season busy-hour traffic not exceeding 5 CCS (hundred calling seconds) per Intellipath analog line. Local service on the lines of Service provided hereunder will be obtained from Verizon pursuant to applicable tariffs.
- b. Channels. Tariff rates and regulations apply for intraoffice and interoffice channels and channel terminations.
- c. Service Continuation Upon Expiration of Service Period. If, at the time of expiration of the Service Period, a new agreement with Verizon for the Services is not effective, and Customer does not request discontinuance of the Services in writing, then the Services will be continued on a month-to-month basis billed at the month-to-month tariff rates then applicable to such Service, or, if no tariff is applicable, at Verizon's then-current retail rate, except that Services shall then be subject to termination by either party upon thirty (30) days' prior written notice to the other party.
- d. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.
- e. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only
- f. Local and IntraLata usage is in addition to the monthly service charges herein, and are subject to the applicable governing tariff rates.



g. All the features that are in the current contract can be included in this Agreement. Request for additional features will be handled on an individual case-by-case basis.

7. **Locations.** The Services shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Location	Analog	ISDN 2B+D
196 Bridge St.	37	
175 Ammon Dr.	11	
765 Brown Ave.	5	
777 Bridge St.	3	
1581 Lakeshore Rd.	6	
567 Cohas Ave.	1	
100 Merrimack St.	33	3
66 Hanover St.	4	1
889 Elm St.	6	
351 Chestnut St.	32	6
33 Harvey Rd.	1	
300 Winston St.	14	1
76 Main St.	6	
405 Pine St.	9	
795 Elm St.	0	0
510 Chestnut St.	7	1
1 City Hall Plaza	80	
480 Hayward St.	3	
657 Dunbarton Rd.	1	
227 Maple St.	14	
203 Beech St.	2	
2021 Goffs Falls Blvd	5	
275 Clay St.	5	
281 Lincoln St.	19	
242 Hookset Rd.	1	
40 Electric St.	2	
32 Cleveland St.	2	
10 Chalet Ct	3	
333 Beech St.	16	
401 Wilson St.	7	
75 Parkside Ave.	15	
207 Lowell St.	23	
9 Notredame Ave.	25	
2519 Elm St.	7	
300 Youville St.	13	
223 James A. Pollack Dr.	6	
112 Reservoir Ave.	10	
1066 Hanover St.	6	
99 Sullivan St.	6	

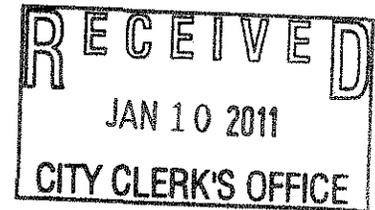


20 Elm St.	5	
550 Lowell St.	9	
245 Bruce Rd.	5	
275 Jewitt St.	6	
140 S. Jewitt St.	11	
530 S. Porter	15	0
1 Crusader Way	19	
100 Aurora Ave.	7	
130 S. Jewitt St.	4	
625 Mammoth Rd.	8	
775 Elm St.	1	
35 Amherst St.	13	1
400 Kelly Ave.	7	0
1838 Elm St.	4	
50 Bridge St.	8	
1 Airport Rd.	61	1
709 Barrette Dr.	1	
108 Franklin St.	1	
500 Dunbarton St.	2	0
275 Maple St.	3	
555 Auburn St.	7	
148 Belmont St.	1	
169 Walker Rd.	2	1
440 Kelly Ave.	6	1
496 Dunbarton Rd/	1	
1500 S. Willow St.	1	
290 S. Mammoth Rd.	14	
404 Kelly Ave.	2	
74 Trahand St.		1
463 Kimball St.		1
217 Cedar St.	2	0
240 Hookset Rd.	1	
207 Wilson St.	1	1
50 S. Willow St.	1	
402 Kelly Ave.	15	
220 Hackett Hill Rd.	1	
177 Lake Ave.	1	1
121 Main Street	2	
1528 Elm Street	12	0



3

Jennie Angell
Director, Information Services



CITY OF MANCHESTER
Information Systems Department

January 7, 2011

Alderman Mike Lopez, Chairman
Committee on Administration and Information Systems
One City Hall Plaza
Manchester, NH 03104

Re: Innoprise Update

Dear Alderman Lopez;

Attached please find the Statement-of-Work (SOW) for implementation of the first modules we are migrating from SunGard (HTE) to Innoprise Software. I expect to have the "Targeted Completion Time Frame" information by the date of the committee meeting and will update you at that time. Once we have the completed SOW, I will be scheduling a Software Steering Committee meeting to review the progress and make adjustments to the process if necessary.

I will be at the Committee on Administration and Information Systems meeting if you have any questions.

Sincerely,

Director of Information Services

City of Manchester, NH

Statement of Work to Implement the Innoprise Software Application Suites

The Innablement Methodology

December 27, 2010





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Executive Summary

The Innablement methodology uses a “partnership” model between Innoprise and CITY OF MANCHESTER, NH, such that the Innoprise team primarily serves as an enabler for CITY OF MANCHESTER, NH staff to implement the solution. This client-enabled approach achieves a balance of speed and cost, while taking advantage of available capacity of client staff. More importantly, the continuous knowledge transfer that occurs throughout the entire project timeframe creates proficient, skilled users.

There are two equally important stages of the project; planning and implementation. The first stage “Inniate” is the planning stage; the scope of the project is defined, the methodology for implementation is determined and the project plan is created with a task listing, timelines and resource assignments.

The Statement of Work (SOW) is collaboratively developed from information collected in the “Inniate” stage and describes the activities, roles and responsibilities for both parties for the implementation of the application suites.

Additional information describing the phases, activities and deliverables about the Innablement methodology may be found in the “Innoprise Innablement Methodology” white paper (attached).

The activities and responsibilities are described in the “Project Phases” section and the additional functional requirements are listed in Appendix “A”. At this time some activities have been completed or are in progress. They are identified as such in the Project Phases section.

Once the scope of the project, as defined in this SOW, is finalized and agreed, Innoprise will collaborate with the CITY OF MANCHESTER, NH Project Manager, to prepare the detailed project plans including the task lists, timelines and resource assignments for the projects as herein defined. The target completion time frames in the following chart are estimations based on the requirements lists. Confirmation and scheduling of the enhancements has not been completed for the ComDev project. Target dates will be confirmed as requirements are confirmed and finalized by the Product Managers.

<u>Project Areas</u>	<u>Targeted Completion Time Frame</u>
1. Permits Module – including PCD and Highway	TBD
2. Planning & Zoning (projects) Module	TBD
3. Code Enforcement Module – Including Planning & Community Development	TBD

Project Scope

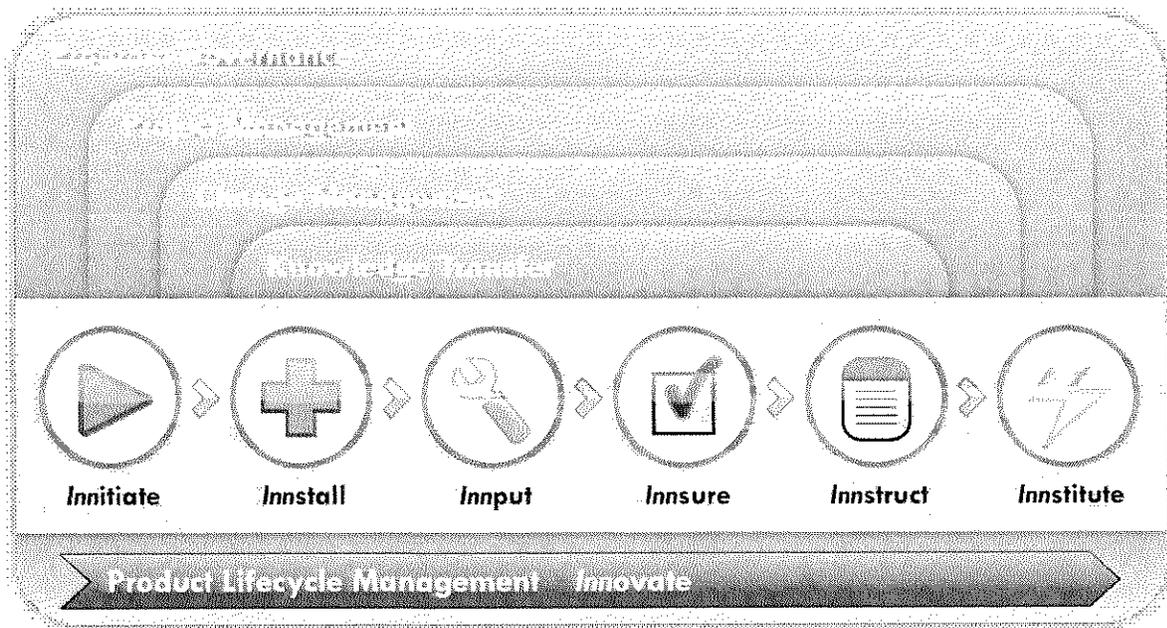
Application Modules

The functional application suites and the associated modules that are included in the scope of this statement of work are noted below in the following table.

In-Scope	Application Suite	Module
Y	Community	Permits
Y	Development	Planning & Zoning (projects)
Y		Code Enforcement

Project Administration

The three elements of project administration are program governance, project management and change management. The phases of the implementation are administered within this framework.



Program Governance

Program governance is the ongoing process throughout the entire project where by leadership is given that shapes the strategy, scope, organizational alignment, funding and ultimately ensures that business benefits are realized. Program governance is the responsibility of CITY OF MANCHESTER, NH. Innoprise will provide guidance to the CITY OF MANCHESTER, NH team for developing the project governing documents, including change control.

Key Activities

- Establish Business Goals/ Business Case/ Project Charter
- Ensure SOW Compliance
- Mitigate scope creep through change control process
- Institute and lead a Steering Committee
- Open Communication and Routine Reporting
- Anticipate and Resolve Issues
- Mitigate Risk

Deliverables

- Project Charter
- Roles & Responsibilities
- Escalation Procedures
- Business Case
- Risk Management Tool

Project Management

CITY OF MANCHESTER, NH and Innoprise have designated Project Managers to jointly manage the implementation. Each Project Manager will manage the responsibilities and resources for their respective team and is the focal point for communications relative to this project having the authority to act on all matters regarding this project.

The CITY OF MANCHESTER, NH Project Manager's responsibilities for this project include the following:

- Manage the implementation team personnel and responsibilities
- Serve as the interface between Innoprise and the participating CITY OF MANCHESTER, NH departments
- Manage the Project Change Control Procedure with the Innoprise Project Manager
- Participate in project status meetings
- Obtain and provide information, data, and decisions
- Review deliverable materials submitted by Innoprise in accordance with Deliverable Materials Acceptance Procedure, page 12
- Resolve deviations from the planned schedule
- Help resolve project issues and escalate issues within the CITY OF MANCHESTER, NH organization
- Review with the Innoprise Project Manager any invoice or billing requirements. Such requirements that deviate from Innoprise's standard invoice format or billing procedures may have an effect on price, and will be managed through the Project Change Control Procedure.

The Innoprise Project Manager's responsibilities include the following:

- Manage against the SOW
- Manage Innoprise project resources
- Coordinate with CITY OF MANCHESTER, NH Project Manager to establish overall roles & responsibilities
- Facilitate project communications
- Manage required facilities for Innoprise team
- Establish and maintain documentation & procedural standards
- Coordinate third party invoice & billing
- Coordinate with CITY OF MANCHESTER, NH Project Manager to manage issues
- Plan and run status meetings
- Create status reports
- Assist with project change control process
- Liaise with Innoprise product development

Joint Deliverables

- Statement of Work
- Project Plan
- Project Issues Log
- Status Reports

Change Management

The implementation of a new application is a large change for any organization. Change Management is the process to make that change easier and more effective. A key factor in the success is the knowledge transfer that develops user skill and comfort with the new application.

The knowledge transfer activities represent all of the communications that will occur in the partnership relationship where Innoprise serves to enable the CITY OF MANCHESTER, NH implementation team throughout the project. This also includes the handover activities during training and go-live that occur with the CITY OF MANCHESTER, NH staff so that the organization can self-sufficiently sustain the new solution.

Change Management is the responsibility of the CITY OF MANCHESTER, NH Project Manager working with the Innoprise Project Manager.

Key Activities

- Manage the transition
- Initiate Change Management Process
- Enroll Sponsors and Stakeholder Support
- Establish Deployment Readiness
- Communicate Effectively

- Execute and manage the project plan

Deliverables

- Transition Readiness Plan
- Site Readiness Plan
- Communication Plan

Knowledge Transfer

Key Activities

- Identify the Subject Matter Experts (SME) for each functional or technical area
- Establish mechanisms for sharing, such as:
 - Mentorship
 - Guided experience
 - Simulation
 - Guided experimentation
 - Work shadowing
 - Paired work
 - Communities of practice
 - Narrative transfer
 - Practices
 - Measure to ensure the transfer of knowledge
 - Participate in a joint application of the knowledge transferred

Deliverables

- Documented Process Manual

Project Phases

Inninstall

The Inninstall phase will physically install the software and all the related components on the client hardware in their appropriate environments.

	<i>Responsibility</i>	
	<i>CITY OF MANCHESTER, NH</i>	<i>Innoprise</i>
<i>Key Activities</i>		
• Analyze Unique Client Architectural Considerations (Completed)	Joint	Joint
• Setup Server (Completed)	Lead	Assist
• Configure Remote Access (Completed)	Lead	Assist
• Install Application Modules (Completed)	Assist	Lead
• Install Application Database (Completed)	Assist	Lead

- | | | |
|---|--------|--------|
| • Create/Port Empty Instances (Completed) | Assist | Lead |
| • Create/Update System Administration Plan | Lead | Assist |
| • Signoff Installation | Lead | Assist |

Deliverables

- | | | |
|---|------|--------|
| • Overall Infrastructure and Application Architecture Documentation | Lead | Assist |
| • Installed Environment (Completed) | Lead | Assist |

Input

The Input phase is the functional configuration of the software whereby business rules and process parameters are input into the setup screens. This will be done primarily by the client subject matter experts (SME) with Innoprise’s assistance.

Responsibility

Key Activities

- | | <i>CITY OF
MANCHESTER,
NH</i> | <i>Innoprise</i> |
|---|---------------------------------------|------------------|
| • Configure Security Group (AD/LDAP) | Joint | Joint |
| • Train client on Configuration | Assist | Lead |
| • Configure Module Functionality | Lead | Assist |
| • Configure Workflow (BPM) | Lead | Assist |
| • Enter Setup/Master Data | Lead | Assist |
| • Load Test Transactional Data | Assist | Lead |
| • Document Configuration | Lead | Assist |
| • Deploy Instance | Lead | Assist |
| • Perform Functional Test | Lead | Assist |
| • Signoff Functional Test | Lead | Assist |

Deliverables

- | | | |
|-------------------------------|------|--------|
| • Configured System | Lead | Assist |
| • Configuration Documentation | Lead | Assist |

Innovate

The Innovate phase encompasses all of the application development efforts of both the Innoprise development staff, and as appropriate, the client technical staff. All base product enhancements will be evaluated and prioritized against the Innoprise Product Development Roadmap and other client requests and deployed in the standard release cycles.

	<i>Responsibility</i>	
<i>Key Activities</i>	<i>CITY OF MANCHESTER, NH</i>	<i>Innoprise</i>
• Create Test Strategy and Plan	Lead	Assist
• Design & Build Test Environment	Lead	Assist
• Execute Test Plan	Lead	Assist
○ Build environment	Lead	Assist
○ Perform testing & log problems/defects	Lead	Assist
○ Report and complete test	Lead	Assist
○ Signoff	Lead	Assist
 <i>Deliverables</i>		
• Unit/Functional Test Plan	Lead	Assist
• System Test Plan	Lead	Assist
• Integrations Test Plan	Lead	Assist
• Performance Test Plan	Lead	Assist
• Final Acceptance Criteria	Lead	Assist

Innstruct

The Innstruct phase is the formalized training of end-users on the use of the Innoprise applications. This is done in a “train the trainer” approach by Innoprise. Innoprise will work specifically during the Input step—and generally through the knowledge transfer activities—to educate the core client implementation team on the capabilities, functionality and technology of the Innoprise applications in order that they can take a leadership role in the implementation of the new solution.

	<i>Responsibility</i>	
<i>Key Activities</i>	<i>CITY OF MANCHESTER, NH</i>	<i>Innoprise</i>
• Define Training Strategy	Joint	Joint
• Analyze Audience and Culture	Joint	Joint
• Identify Supporting Processes and Functions	Lead	Assist
• Assess Infrastructure	Lead	Assist
• Determine Training Plan	Joint	Joint
• Design Training Program	Lead	Assist
• Develop Training Material	Lead	Assist
• Deliver Training	Assist	Lead
 <i>Deliverables</i>		
• Training Plan	Lead	Assist
• Training Material	Lead	Assist
• Training	Lead	Assist

Innstitute

The Innstitute phase is commonly referred to as going live. Go-Live is not a large event in itself, but rather the planning work leading up to it ensuring it goes smoothly. Innoprise will help facilitate the determination of the go-live and support plans, and assist the client implementation team and power users, while the client will take the primary responsibility throughout the process.

<i>Key Activities</i>	<i>Responsibility</i>	
	<i>CITY OF MANCHESTER, NH</i>	<i>Innoprise</i>
• Create Go-Live Checklist	Assist	Lead
• Execute Production Support Plan	Assist	Lead
• Finalize Production Instance	Lead	Assist
• Reset Number Sequences	Assist	Lead
• Execute Data Conversion Routines	Lead	Assist
• Conduct Reconciliation Procedures	Lead	Assist
• Infrastructure Cut-Over	Lead	Assist
• Obtain Final Cut Over Approval	Lead	Assist
• Go-Live	Lead	Assist
• Project Signoff	Lead	Assist
 <i>Deliverables</i>		
• Go-Live Checklist	Lead	Assist

Project Procedures

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and recommend it for further investigation or reject it. Accepted change requests will be entered into the Control Spreadsheet and sent to the Implementation Manager for review. The Implementation Manager will recommend the disposition of the change order and submit the recommendation to the CITY OF MANCHESTER, NH Project Manager for approval. The recommendation will determine the effect that the change order will have on the project schedule and other terms and conditions of this SOW and the Agreement.

- A written change authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Deliverable Materials Acceptance Procedure

Each Deliverable Material as defined in “Project Deliverables” section of the SOW will be reviewed and accepted in accordance with the following procedure:

- One (1) printed draft of the Deliverable Material will be submitted to the CITY OF MANCHESTER, NH Project Manager. It is the Project Manager's responsibility to make and distribute additional copies to any other reviewers.
- Within a reasonable time but no later than thirty (30) business days of receipt, the CITY OF MANCHESTER, NH Project Manager will either accept the Deliverable Material or provide a written list of requested revisions to the party responsible for the deliverable. If a revision request is not received within thirty (30) business days, then the Deliverable Material will be deemed accepted.
- Agreed upon revisions will be made and the Deliverable Material will be resubmitted to the CITY OF MANCHESTER, NH Project Manager, at which time the Deliverable Material will be deemed accepted.
- Revisions not agreed to will be managed in accordance with the Project Change Control Procedure above.

Authorization

By signing below, CITY OF MANCHESTER, NH and Innoprise agree to the terms of this Statement of Work and represent that this Statement of Work constitutes the contractual relationship between the parties with respect to this engagement.

INNOPRISE SOFTWARE, INC.

Signature

Print Name and Title

Date

Any questions regarding this Statement of Work should be addressed to:

Chris Haywood, Implementation Director. 555 Eldorado Blvd., Suite 100,
Ph: 206-937-8599 Broomfield, Colorado 80021

F: 303.339.0413

E: chaywood@innoprise.com.

CITY OF MANCHESTER, NH

Signature

Print Name and Title

Date

SOW Appendix “A” – Software Development Request Listing

SDR Procedures:

Typical functional enhancements include data migrations, third party interfaces or integrations and designs for forms or reports. The list of SDRs below was compiled from the solution confirmation workshops held during the Innitiate phase; and will be used to create the project plans for the implementation. Priority codes assist the Innoprise Product Manager with developing the timelines in the project plan.

The Innoprise Product Manager is reviewing the SDRs and will propose a solution and timeline for customer approval. Solutions may be user training for existing functionality, configuration parameter settings or enhancements to the program. Additional functional requests may result in a modification to the project plan or timeline. The project change control procedure is described previously.

Simultaneously to creating the project plans, “SDR Control Spreadsheets” will be created to manage the SDRs. These spreadsheets will have tabs for the original list, the outstanding list and any project change requests. As SDRs are completed, they will be removed from the outstanding list and marked as completed in the original list.

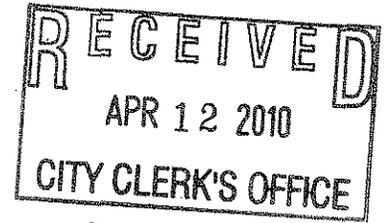
The ComDev spreadsheet is named “CITY OF MANCHESTER, NH ComDev SS v#”. This spreadsheet will include version control, updated as changes occur. The Innoprise Project Manager will maintain the originals and distribute updated versions immediately.

Priority Codes:

Most Urgent - blocks testing & go live	50
Very urgent - blocks training & go live	100
Urgent - blocks go live	200
Moderate - work around exists or can be handled post go-live	300
Not Urgent - not time sensitive, can be handled post go live	400

ComDev SDR Listing

SDR #	Module	Requirement	Priority Code



Mayor Gatsas,

My team and I would like to thank you for the opportunity to discuss SubItUp.com and its impact on the Manchester Police Department.

We would like to give a twenty to thirty minute presentation to the Committee on Administration at their earliest convenience. The goal of this presentation will be to outline SubItUp's functionality, address any questions and discuss scalability, integration and any other technical concerns.

We thank you in advance for your consideration.

A handwritten signature in black ink, appearing to be "R. Cote".

Robert Cote
President, Brattle Consulting Group, Inc.



*Police Harbor t. Tested. Item #12
Committee on Administration
August 30, 2010*

Mara, David

From: Hopkins, Jonathan

Sent: Tuesday, April 20, 2010 12:14 PM

To: Mara, David

Chief,

Sub It Up program in my opinion has been successful. We are the first police department to sign onto the system and have been the test market for the program. As with any new product there have been several small items that have needed to be tweaked to make the program do what we want it to do. The system continues to evolve and I do not believe it has reached its total potential.

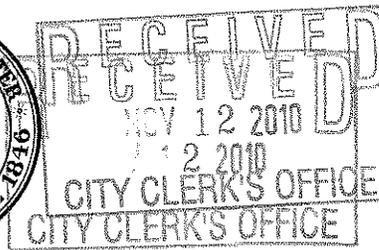
We currently use the program to process all swaps and other time off request in the patrol division. We also use it to schedule all shifts for four month periods. The rosters are updated automatically as the time off is approved in the system. It is hard to tell if the system has saved us money and I do not believe it has at this point. What it has done however, is made time off request manageable by providing a clear record of the request. It provides us with information as to when request were made, who made them and how many swap are being done per month. This has made it easier for the OIC's to manage their shifts and manpower.

In my opinion the Sub It Up system is a good product and we should continue to use and evaluate it.

Capt. Hopkins

8/30/2010

Chief of Police
David J. Mara
Assistant Chief
Gary T. Simmons



12/21/10 Table of
Commission
Thomas J. Hammond
Calvin T. Cramer
Thomas D. Noonan
Richard M. Bunker
Jerome B. Duval
Executive Secretary
Kim R. Demers

CITY OF MANCHESTER
Police Department

November 9, 2010

Committee on Administration
One City Hall Plaza
Manchester, NH 03101

Re: Parking control officers

Dear Chairman Lopez,

The Manchester Police Department requests to be placed on the agenda with the Committee on Administration to discuss the position of Parking Control officer and relinquishing any and all employment status to the Parking Division.

You may recall when the Parking Division was created the Parking Control Officers were placed with the Parking Division on a temporary 1 year trial period. As a result they remained under the bargaining unit of the Manchester Police Patrolman's Association and the Police Department remained responsible for any employment issues such as discipline and personnel issues. That trial period has long come and gone and the transition has been relatively smooth.

Through a previous contract negotiation with the MPPA we did include the Parking Division Mgr. in the collective bargaining agreement as having authority along with the Chief or his designee over personnel issues however they remained governed by our Standard Operating Procedures and the MPPA contract. As a result we often included our supervisory staff in any matters that related to discipline.

The Police Department has limited contact with parking control officers and has some concerns that by remaining in their partial status as police department employees could create issues as it relates to our accreditation status. The police department would request the committee consider moving towards a full transition of these positions to the Parking Division. That transition however would also require a change in their bargaining unit status, in the form of different representation. We have briefly discussed this option with their current bargaining unit representatives as well as representatives from other bargaining units and feel this option is a viable one.

Sincerely,

David J. Mara
Chief of Police

Ralph Miller Public Safety Center
351 Chestnut Street • Manchester, New Hampshire 03101 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

