

**MINUTES OF THE TOWN COUNCIL TECHNOLOGY STUDY GROUP
MEETING HELD ON MONDAY, OCTOBER 3, 2011, AT 7:00 P.M. IN ROOM
207, TOWN HALL, 84 SOUTH MAIN STREET, CHESHIRE CT 06410**

Present

Study Group Chairman Steve Carroll; Committee Members Patti Flynn-Harris, Peter Talbot. Study Group Staff Members - Dr. Greg Florio, Vincent Masciana, Arnett Talbot, James Jaskot, and Town Manager Michael A. Milone.

1. ROLL CALL

The clerk called the roll and a quorum was determined to be present.

2. PLEDGE OF ALLEGIANCE

The group Pledged Allegiance to the Flag.

Mr. Carroll stated that the committee members have talked about going forward with the services contract with Apex. The Town needs expertise and specialized talent to address the many issues from the risk assessment. Everyone has had the opportunity to review the contract with Apex.

Ms. Flynn-Harris stated her understanding is the need for the technology aspect and having someone on the ground on a regular basis. From her perspective, after looking at the inventory, much is unmanaged and she sees why. On the inventory there are many things at the end of service life or near this end. Her concern is to make sure that there is a person there to work on the deliverables put together, provide information on where we are, costs, and to deal with EOL and EOSL. She is in agreement with going forward with the contract with Apex.

3. I.T. SALARY EXPENSES FOR INDIRECT STAFF SUPPORT

This information was submitted by the Town and Dept. of Education to the committee.

The I.T. salary expenses will be discussed further and in more detail at a future committee meeting. Mr. Milone noted that this information is in addition to what is in the I.T. budget, and shows the ancillary staff support time on I.T. issues.

Mr. Milone said that when Apex visits the sites, there will be meetings with department heads to explain the game plan. Apex will visit Town and DOE departments to find out what is, and is not, being done, look at under utilization of existing hardware and software, and advise on how to take advantage of what is already there.

4. APEX CONSULTING SERVICES CONTRACT

Mr. Carroll stated that he e-mailed objections to the committee, and noted this is a contract written by Apex, and is great for them. He wants to make sure everything is balanced out.

The committee was informed by Mr. Milone that the contract is still in negotiations.

The committee discussed and reviewed the proposed contract with Apex.

Termination Clause – Mr. Milone explained that this clause is very liberal in terms of benefits to Apex. He called Apex and told them this would not work, and it has to be revised. He spoke with Anthony from Apex, who realized it was standard, boiler plate language, and said it would be significantly modified for the benefit of the Town.

The actual period of notice will be reduced significantly. There is a termination fee, percentage to be paid, and this is gone from the contract. Apex is talking about the number of days for notice, and this will be worked through in meetings with Apex.

Apex has made it clear that it is all about the relationship with the Town. The point person from Apex is Anthony, who will continue in this capacity. Mr. Milone has talked to him extensively, and the Town is comfortable with him...he is sensitive, responsive, and intelligent.

Mr. Talbot asked about the Town Attorney's comments on the contract.

In response, Ms. Talbot stated that one issue was the termination, termination penalties, expectations in terms of hours. The Town Attorney will review the contract one more time before it is ready to be signed.

Deliverables – Mr. Milone and Mr. Masciana submitted a written list of deliverables, identified as project specific and milestones/target date. This information must be conveyed to Apex so the firm knows what the Town and DOE want. There is some global stuff, all critical, but there are specific things, which must be discussed and addressed over the next 9 months. The list is extensive, identifies what is important in addition to the global things, and will require a committee meeting for detailed review. Specific information and time lines are important to the Town and DOE, other than what is in the contract.

Mr. Milone explained that some of the dates on the specific deliverables could change based on input from Apex, revisions to priorities, and unanticipated needs and problems.

The projects on page #1 are specific to the Town, and those on page #2 are general to the Town and DOE.

Mr. Carroll stated that some of the priorities will be “high” to “not immediately achievable”. The Town and DOE have some priorities which cannot be moved

from the milestone dates. When the Apex person arrives in Town, there must be a list of what can be accomplished within the first 12 months.

When the meeting is held with department heads, Mr. Milone said that the list will grow, and sometimes there will be an overlap. Network reliability and security will be high level items, with other things being nice to have but can wait until later. The priority and needs are very clear.

Ms. Flynn-Harris suggested having Apex at a study group meeting to understand what is realistic and can be achieved, and said we need a give and take. She said there could be a need to have more than one person in Town one day a week.

In the contract it states "one day a week", and Mr. Milone stated that the Apex point person (Anthony) understands that in the first month of the project it will take time to go through a lot of things, and he is prepared to be here more than one day a week. He also made clear that he is a phone call away at any time for any issues.

Mr. Talbot noted it states in the contract "one day a week minimum".

Once the Apex person is on board, Mr. Masciana said he does not need to be here on site. He can be ordering new servers or other devices, and will meet the deliverables with planning and additional work.

Mr. Carroll said we have a contractual document which must be seen following changes, what must be attached in terms of deliverables, and the committee should meet one more time for review of the contract.

Until there is a commitment to negotiate with Apex, Mr. Milone said it is premature to proceed to the Town Council. There is not much more which staff can give to the committee. The burden is on the Town Attorney for form and substance of the contract. The copy of the contract for the Council will be a "draft" document which can be modified. Mr. Milone wants to advance this matter to the Council for the October 11th meeting. The only difference will be in the termination clause, but nothing else in the contract will be changed. The Town and DOE deliverables will be an addendum to the contract.

On page 7 of the contract, it must state "one day a week minimum".

MOTION by Mr. Carroll; seconded by Ms. Flynn-Harris.

MOVED that the Technology Study Group supports the waiver of bid to engage Apex Consulting for a one (1) year contract as personal Chief Technology Officer (CRO) for the Town of Cheshire.

VOTE The motion passed unanimously by those present.

Mr. Carroll stated that he wants the group to review the deliverables, and if there are changes, the Town Manager will be advised. The next move from Apex is some semblance of a project list, what they can accomplish during the 12 month engagement, taking the deliverables submitted by the Town and DOE.

5. ADJOURNMENT

MOTION by Ms. Flynn-Harris; seconded by Mr. Talbot.

MOVED to adjourn at 7:30 p.m.

VOTE The motion passed unanimously by those present.

Attest:

Marilyn W. Milton, Clerk