



**Headquarters**  
280 Trumbull St  
24th Floor  
Hartford, CT 06103  
Tel: 860.522.3111  
[www.WAdvising.com](http://www.WAdvising.com)

One Hamden Center  
2319 Whitney Ave, Suite 2A  
Hamden, CT 06518  
Tel: 203.397.2525  
  
14 Bobala Road #3  
Holyoke, MA 01040  
Tel: 413.536.3970

June 26, 2023

Matt Knickerbocker  
Town Administrator  
Town of Wilton  
238 Danbury Road  
Wilton, CT 06897

Dear Mr. Knickerbocker:

Thank you for considering Whittlesey Technology (Whittlesey) to provide the Town of Wilton with technology services. The purpose of this letter is to provide our understanding as well as the terms of the engagement. We ask that you either confirm or amend that understanding and return the signed engagement letter to us.

## SCOPE & SERVICES

### Technology Assessment

- ◆ Review of IT procedures, policies, protocols, and guidelines
- ◆ Review of any outsourced technological services and analysis of cost
- ◆ Effectiveness of applications in use
- ◆ Review of remote data access
- ◆ Identification of high-risk IT issues needing immediate attention
- ◆ Technical Support & Maintenance
  - Tools in use (RMM, etc.)
  - Analysis of cloud hosting / storage / backup
  - Technology-related training needs of technology staff and end users
  - Desktop hardware asset details and lifecycle
  - Server hardware asset details and lifecycle
  - Network hardware asset details and lifecycle
- ◆ Staff interviews or surveys concerning technology staffing, usage, and satisfaction that can be used to make additional decisions and/or recommendations regarding technology planning and training.
- ◆ Recommendations for IT staffing and technology oversight.
- ◆ Estimated costs for any proposed component or solution (as practicable).

## DELIVERABLES

- ◆ We will provide a project plan and questionnaires to facilitate our process.
- ◆ A written report of our overall assessment findings, recommendations, and cost estimates will be provided.
- ◆ Present findings and future recommendations to leadership team.



**FEES**

Our fees are based on the amount of time required for services at standard billing rates, plus out-of-pocket expenses. Our rates for the services above range from \$205 to \$450 per hour, based upon the team assigned. We anticipate your engagement’s blended rate to be \$250. We discount travel time at 50%. After-hour emergency (unplanned) time is billed at time and a half. Fees are invoiced on a progress basis and are due within 30 days. Unpaid balances over 30 days are subject to interest at 1.5% per month. There will be a software license fee of \$299 assessed to accommodate specific licensing requirements. Estimates are based on receiving successful remote access to all systems with administrative credentials.

**Cybersecurity Assessment** - We estimate that the Technology Assessment will not exceed \$20,000.

**WARRANTIES, LIMITATIONS, AND OTHER**

The Town of Wilton expressly gives Whittlesey permission to access its company systems. The Town of Wilton expressly gives Whittlesey permission to use scanning and access techniques that have a possibility, although small in our opinion, to affect the technology systems being accessed. The Town of Wilton understands and accepts this risk and agrees not to hold Whittlesey responsible for any disruption that may result. Whittlesey will hold all information we access and retain in confidence and utilize appropriate security protocols in handling related information.

We offer no warranties, expressed or implied, regarding the functionality or capabilities of the software or hardware products installed as part of this engagement. Our liability for damages with respect to the services provided shall in no event exceed the charges previously paid to us for these services. Warranties for the computer software and hardware products installed as part of this engagement (if any) are provided by the manufacturer of those products. Service scope will be confined to the budgeted hours and on a best effort basis.

If there is a conflict regarding our services and this conflict cannot be settled without legal intervention, then, in an effort to resolve the conflict that arises, you and we agree that it shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Town of Wilton agrees not to directly employ any Whittlesey employee who worked with the Town of Wilton on this project while that employee is employed by Whittlesey and for one year thereafter. In the event the Town of Wilton employs one of our employees from this project, the Town of Wilton agrees to a fee equal to twice the annual salary of that employee.

We sincerely appreciate this opportunity to serve you. If the foregoing is in accordance with your understanding, please sign this letter and return it to us. Should you have any questions or need additional information, please do not hesitate to contact me directly at (860) 524-4433.

Sincerely,

*Mark R. Torello*

Mark R. Torello  
Partner-in-Charge, Whittlesey Technology

Client Response:

This letter sets forth the understanding of Town of Wilton:

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

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

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