



**AGENDA ITEM # 10A**

**AGENDA ITEM EXECUTIVE SUMMARY**

**Village Board Meeting**

**January 28, 2019**

**Item Title:**           **Amendment to IT Consulting Service Agreement**

**Staff Contact:**       Jason M. Bielawski, Assistant Village Administrator

**VILLAGE BOARD ACTION**

**Adopt a resolution authorizing the Village Administrator to sign an addendum to the services agreement dated June 10, 2014 between the Village of Roselle and Prescient Solutions for ongoing professional information technology services.**

**Executive Summary:**

The Village's onsite IT consulting company, Prescient Solutions, was first retained in June, 2014. The initial 3 year agreement was for 1 network/server engineer who worked 40 hours per week onsite. The agreement was amended in February, 2017 to add a help desk engineer working 16 hours per week onsite and further amended in July, 2017 when the agreement was renewed for 3 additional years.

The FY 2019 budget includes funding to increase the weekly hours of the help desk engineer to 24 hours per week onsite. Over the last 4 years, the Village's IT network has been transformed by growing significantly in size and complexity warranting a need to increase the number of days a week that the additional engineer works onsite. Along with this growth, the Village has been able to increase its capabilities, contain costs, improve efficiencies, reduce risks, and improve the overall service level provided to internal and external customers.

**Implications:**

**Is this item budgeted?**   Yes, the FY 2019 budget includes approximately \$25,000 for the additional onsite hours to be worked by the help desk engineer.

**Any other implications to be considered?** The additional hours will be effective March 1, which is the same time that Prescient Solutions will make changes to personnel assigned to the Village's account. The Village's network engineer will be leaving the account after nearly 5 years and the current help desk engineer will be moved into the network engineer position. The Village will then be assigned a new help desk engineer who will work 3 days a week.

**Attachments:**

Resolution

Professional Services Contract Addendum

**RESOLUTION NO. 2019**

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR  
TO SIGN AN ADDENDUM TO THE SERVICES AGREEMENT BETWEEN THE  
VILLAGE OF ROSELLE AND PRESCIENT DEVELOPMENT INCORPORATED FOR  
INFORMATION TECHNOLOGY SUPPORT SERVICES**

WHEREAS, the corporate authorities of the Village of Roselle adopted Resolution 2014-1735 entering into an outsourcing engagement agreement with Prescient Development Incorporated for information technology support services;

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to approve an addendum to the outsourcing engagement agreement for Prescient Development Incorporated to provide an additional .2 (1 day per week) of Help Desk Engineer services beginning March 1, 2019;

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain "Addendum to the Services Agreement" which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 28<sup>h</sup> day of January, 2019

AYES:  
NAYS:  
ABSTAIN:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Mayor  
Andrew J. Maglio

\_\_\_\_\_  
Village Clerk  
Patricia Burns

**ADDENDUM  
TO THE SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF ROSELLE  
AND  
PRESCIENT SOLUTIONS  
EFFECTIVE FEBRUARY 28, 2019**

**THIS ADDENDUM**, made and entered into as of the date of the last signature hereto, supplements and amends the Services Agreement between The Village of Roselle (“Roselle”) and Prescient Development, Inc. (“Prescient”) dated June 10, 2014 (hereinafter the “Contract”).

This addendum amends the Consultant Services and the Term and Termination of the Services Agreement and the previous “Attachment C” shall be replaced by “Attachment C” below which is hereby made an integral part of the Services Agreement in addition to the new terms under which Roselle will pay Prescient.

All of the capitalized terms not otherwise defined in the Addendum have the same meaning as contained in the Contract. The following sections or paragraphs replace or are in addition to the respective sections or paragraphs contained in the Contract. In the event of conflict between this Addendum and the Contract, the terms contained in this Addendum shall prevail. The sections or paragraphs of the Contract that are not expressly replaced by this Addendum shall remain in effect for this project pursuant to their terms.

**Section 4 TERM AND TERMINATION**

4.1 This agreement shall be deemed to have been renewed and shall continue for a period of three (3) years or until terminated as hereinafter provided (the “Term”). For purposes hereof, the Effective Date of the renewed agreement is July 29, 2017.

Upon expiration of the term, Roselle shall have the option to extend the Services Agreement for an additional three (3) year period. The additional Services term shall be on the same terms and conditions as the original Services Term. In the event Roselle elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Services Term.

4.4 After twelve (12) months following the commencement of Services, either Party shall have the right to terminate this Agreement without cause by providing the other Party with ninety (90) days advance written notice thereof.

**Section 9 NOTICES & EXECUTION**

9.3. Execution. The Parties agree to the use of a facsimile machine (fax) or an electronic signature (e-signature) in the execution of this agreement and any attachments, addenda and exhibits related thereto. Any signed document transmitted by fax, e-signature or a scanned

version of the original shall be treated in all manner as the original document. Likewise, the signature of any Party on any document transmitted by fax, e-signature or a scanned version of the original shall be treated in all manner as the original signature. Any and all such documents and signatures shall be considered to have the same binding legal effect of the original. No Party shall raise as a defense the use of fax, e-signature or the scanned use of the original document or signature.

**ATTACHMENT C**

**Client Information**

During the course of the Prescient Systems and Infrastructure Assessment or Discovery process, Prescient defined the Client Information. This information includes but is not limited to the number of internal and/or third party IT resources, hosted or cloud solutions, client locations, systems and infrastructure devices, workstations, and end users currently in the client environment. This information is documented in the Prescient ASM (Account Service Manual) and used to determine the required number and level of on-site resources, Professional Services, Account Management, Emergency Services, Backend Resources, and Systems Monitoring. Client Information is then combined with the Scope of Work to determine the cost of services.

Prescient and the client will review the Client Information at the Annual Contract Review to perform a reassessment of resources, changes to the Scope of Work, or addition of new projects. Any such changes may result in increased or decreased costs or the addition of project based services.

**Prescient Resources**

Prescient will provide the following resources over the term of this Agreement.

- Core Resources - Year 1 – 3

<u>Resource Type</u>	<u>Number of Resources</u>
Network/Server Engineer	1
Help Desk Engineer	.6 (3 days per week)

- Additional Resources – Years 1 – 3

<u>Remote Resource Type</u>	<u>Number of Resources</u>
Prescient Backend Core Engineer Support	Incl.
Prescient Strategic Services Professionals	Incl.

- Unless otherwise agreed upon by Prescient and Roselle, all day to day support is to be accomplished on-site Monday through Friday between 7:00am and 6:00pm local time. Outsourcing on a fixed bid basis includes 24 x 7 emergency network support by the one

(1) core resource defined above at no extra charge. All additional projects outside the scope of the Agreement and this Attachment C will continue to be bid to Roselle on a per project basis.

**Additional Resource Rate Structure**

At the request of Roselle, Prescient may provide additional resources outside the scope of this Agreement to Roselle for non-project based short-term tasks. Prescient will provide these tasks to Roselle based on the following Time and Material rates.

<u>Resource Type</u>	<u>Time and Material Rate</u>
Network Administrator	\$109.00/Hour
Senior Network/Server Engineer	\$136.00/Hour
WAN/Firewall/Security Engineer	\$163.20/Hour
Application Development Engineer	\$113.10/Hour
Senior Application Development Engineer	\$141.70/Hour

Prescient will review long-term services and tasks or specific projects and propose them on a per project basis.

**Agreement Dates and Payment Schedule**

The Agreement to perform on-going services will run over a **thirty-six (36) month contract period**. Annual cost of services for Year Two (2) of the renewal defined below is **\$261,852.09**. Monthly payments will be made to Prescient at the beginning of each month for services to be provided during the month.

The contract service start date is July 29, 2017 and the Agreement end date is July 28, 2020. Payments for Year Two (2) of the renewed contract will be paid as follows:

	<u>Total</u>
July 29, 2018	\$ 20,949.12
August 29, 2018	\$ 20,949.12
September 29, 2018	\$ 20,949.12
October 29, 2018	\$ 20,949.12
November 29, 2018	\$ 20,949.12
December 29, 2018	\$ 20,949.12
January 29, 2019	\$ 20,949.12
February 28, 2019	\$ 23,041.65 (begin 1.6 resources)
March 29, 2019	\$ 23,041.65
April 29, 2019	\$ 23,041.65
May 29, 2019	\$ 23,041.65
June 29, 2019	\$ 23,041.65
2nd Renewal Year -	\$ 261,852.09

Should Roselle elect to renew the contract for another three (3) year period as provided below, the contract will follow a payment schedule similar to that referenced above; provided, however, there shall be an annual increase based on a cost of living adjustment (COLA) as defined by a mutually agreed upon authority for the Chicago Metropolitan area. However, by agreement of the parties the annual amount may be increased or decreased at the Annual Contract Review based on a reassessment of resources, changing market conditions, cost of living (COLA), or addition of new projects. An Annual Contract Review shall take place on a date that is no less than 90 days prior to the Agreement Anniversary Date. The Agreement Anniversary Date means the anniversary of the Effective Date of Contract. The additional Services Term shall be on the same terms and conditions as the original Services Term. In the event Roselle elects to exercise its option for the additional term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Services Term.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

VILLAGE OF ROSELLE  
An Illinois municipality

PRESCIENT DEVELOPMENT, INC.  
An Illinois corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Philip Greco

Its: \_\_\_\_\_

Its: CFO

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

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