



AGENDA ITEM #8B

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
5/22/2023**

Item Title: Information Technology Managed Services Agreement

Staff Contact: Brian Joanis, Assistant Village Administrator

CONSENT

VILLAGE BOARD ACTION:

Adopt a resolution authorizing the execution of an agreement by and between the Village of Roselle and Prescient Development, Inc.

Executive Summary:

On April 24, 2023, the Village Board received a staff presentation regarding the results of the Information Technology (IT) Request for Proposals process. The Board concurred with staff's recommendation to enter into an agreement with Prescient Development, Inc. for IT managed services. Since 2014, the Village has contracted with Prescient to provide the Village with onsite technical support and management of the Village's IT systems related to network performance, reliability, stability, and security. The attached agreement includes changes to the original scope of services that are included in the FY 2023 budget to increase the IT support staff from one full-time Network Engineer and Help Desk Ticket Agent to two full-time Network Engineers. The main components of the agreement are as follows:

- Term of the agreement is for five (5) years.
- Onsite IT contractual staff includes two full-time Network Engineers (included in FY2023 Budget).
 - Both positions are stationed at the Police Department 40 hours per week.
 - Regular schedule includes Saturday hours for a minimum of four (4) hours per week.
- 24/7/365 Network Engineer emergency support at no additional cost.
- Access to additional professional services for large scale IT projects and integrations.

Staff is in the process of working with Prescient to identify the additional Network Engineer to be assigned to the Village's account to meet the new scope of services. Prescient has been working in good faith with staff to assign the best Network Engineer

that fits the Village's culture and network environment to maximize the efficiency of the services provided prior to the beginning of the new agreement in August.

Implications:

Is this item budgeted? Yes, the FY2023 budget includes \$380,000 for contracted information technology management services.

Estimated cost: \$340,000 first year fixed with annual increases of up to 5%.

Any other implications to be considered? N/A.

Strategic Priority:

Operational Sustainability

Customer Experience

Attachments:

Resolution

Agreement

THE VILLAGE OF ROSELLE
DUPAGE AND COOK COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
PRESCIENT DEVELOPMENT, INC.**

DAVID PILESKI, Mayor
AMANDA HAUSMAN, Village Clerk

TOM DELLA PENNA
WAYNE D. DOMKE
DENA FORSYTHE
CHERYL LENISA
TOM PIORKOWSKI
LEE TREJO

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of Roselle
on this the 22nd day of May, 2023

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
PRESCIENT DEVELOPMENT, INC.**

WHEREAS, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Constitution of 1970, Illinois Municipal Code and Illinois Statute;

WHEREAS, the Village of Roselle (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an agreement with another party pursuant to Illinois Statute;

WHEREAS, Prescient Development, Inc. (hereinafter referred to as the "Company") provides services technology managed solutions to small, mid-sized, global organizations and government entities to assist those entities in cost effectively managing IT resources;

WHEREAS, the Village has contracted with Company since 2014 for onsite technical support and management of the Village's information technology systems related to network performance, reliability, stability and security and has been extremely pleased with Company's performance;

WHEREAS, the Village desires to enter into an agreement with Company for increased IT support staff; and

WHEREAS, the Corporate Authorities of the Village of Roselle have determined that it is in the best interests of the health, welfare and safety of the residents of the Village to approve an agreement with Prescient Development, Inc. for the purposes referenced herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Agreement

The Village hereby approves the agreement which is attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the "Agreement").

Section Three – Authorization and Direction

The Mayor is hereby authorized to execute the agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six - Authorization of Expenditures

The Corporate Authorities hereby authorize, allocate and direct the expenditure of all costs related to the execution of the agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the agreement and of this resolution.

Section Seven - Waiver of Bidding Process

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Eight – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Nine - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Ten – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

Section Twelve – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Tom Della Penna				
Wayne D. Domke				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

PASSED AND APPROVED by the Village of Roselle Board of Trustees on the 22nd day of May, 2023:

David Pileski
Mayor

ATTEST:

Amanda Hausman
Village Clerk

STATE OF ILLINOIS)
) SS
 COUNTIES OF DUPAGE AND COOK)

CLERK’S CERTIFICATION

I, Amanda Hausman hereby certify that I am the duly elected and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. _____

**A RESOLUTION
 APPROVING AND AUTHORIZING
 THE EXECUTION OF AN AGREEMENT BY AND BETWEEN
 THE VILLAGE OF ROSELLE AND PRESCIENT DEVELOPMENT, INC.**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on May 22, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Tom Della Penna				
Wayne D. Domke				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

 Amanda Hausman, Village Clerk

(SEAL)

Exhibit A

Agreement

DRAFT



Service Agreement

This Services Agreement (the "Agreement") made and entered into on the Effective Date (as defined below) by and between Village of Roselle , a/an IL Municipality ("Village of Roselle" or "client") with a place of business at 31 S. Prospect St., Roselle, IL 60172, and Prescient Development, Inc., an Illinois corporation transacting business under the assumed name in Illinois of Prescient Solutions ("Prescient"), with offices at 1515 Woodfield Rd., Suite 880, Schaumburg, IL 60173. With Village of Roselle and Prescient being sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Prescient provides staff augmentation and engineering services related to computer network services;

WHEREAS, Prescient has available a staff of individuals to perform the service obligations set forth more fully in detail herein ("Engineers"); and

WHEREAS, Village of Roselle wishes to have Prescient provide Engineers directly to Village of Roselle and Prescient wishes to provide such Engineers to Village of Roselle .

NOW, THEREFORE, Prescient and Village of Roselle , in consideration of the mutual promises contained herein and other good and valuable consideration given and received, agree as follows:

1. ENGINEERING SERVICES

1.1. During the Term (as defined below) of this Agreement, Prescient agrees to provide Engineers, who shall in all cases be employees of Prescient, to provide for Village of Roselle those services set forth on Attachment A which is hereby made an integral part of this Agreement (the "Services").

1.2. During the Term (as defined below), Village of Roselle may place orders with outside contractors for projects and/or different types of services and activities as needed by Village of Roselle , and in such cases, Village of Roselle agrees to provide Prescient prior written notification of any projects or activities which will overlap with the Services provided by Prescient. If both Prescient and one of Village of Roselle 's contractors are working on separate tasks simultaneously, Village of Roselle hereby agrees to cause its contractors to work in harmony with Prescient's Engineers so as not to cause any delay by Prescient's Engineers in completing its work obligations hereunder. Prescient shall not be liable for services, work product, deliverables and/or materials provided by a third party to Village of Roselle .

1.3. Village of Roselle shall designate to Prescient in writing its authorized representative(s) who shall place requests for Engineers by telephoning, faxing or e-mailing Prescient. For purposes of this Section 1.3., the contact information with respect to any requests made by Village of Roselle to Prescient for Engineers is as follows:

Mr. Philip Greco, CFO

Prescient Development, Inc.

1515 Woodfield Rd., Suite 880

Schaumburg, IL 60173

Telephone: (773) 628-7472

Fax: (773) 763-0427

Email at pgreco@prescientsolutions.com

Prescient shall notify Village of Roselle in writing of any changes to the contact information.

1.4. Engineers will report to Village of Roselle management, or the supervisor specified on a Work Order (as defined below) when reporting onsite. Village of Roselle will observe and advise the assigned Engineer in performing the agreed upon duties. Services may be conducted onsite or remotely. Reporting requirements shall be specified in Attachment A. When not specified, Parties agree that remote Services shall be acceptable to all Parties.

1.5. Village of Roselle acknowledges that Prescient has not agreed to provide any services other than Services set forth in Attachment A. Requests for services and/or activities which are not set forth in Attachment A shall be accompanied by a written description of the project and/or the specific type of services and activities needed by Village of Roselle ("Work Order"). The Work Order shall also set forth the scope of the project and deliverables, if applicable. Prescient shall endeavor to provide appropriate Engineers to staff additional Work Order requests at the request of Village of Roselle, but failure to do so shall not be considered a default of the Agreement. Prescient shall specify in the Work Order the hourly or project rate it shall bill for its Engineers prior to the commencement of any such additional services requested by Village of Roselle. The Work Order shall be signed and dated by the Parties.

2. PRICING, INVOICING, AND PAYMENT TERMS

2.1. Village of Roselle will pay Prescient for Services rendered by Prescient's employees, at the pricing set forth in Attachment A or at such pricing as agreed upon in a signed written Work Order requesting services other than Services set forth in Attachment A. In addition to payment for Services, Village of Roselle will pay or reimburse Prescient all pre-approved hardware purchases and related other expenses charged to Village of Roselle in carrying out its responsibilities and duties hereunder.

2.2. Prescient will invoice Village of Roselle its fees for Services to be performed hereunder monthly, in advance, by the first (1st) day of the month prior to the month in which Services are rendered. In addition, the Parties acknowledge and agree that in view of the position of Prescient's employees as Engineers of Village of Roselle, such Engineers will be expected to travel to other business entities and to incur certain expenses for and on behalf of Village of Roselle. In this connection, Prescient will invoice Village of Roselle for costs and expenses (including, but not limited, to, business and travel) incurred in performing Services by the first (1st) day of each month, for all of Prescient's employees assigned to Village of Roselle. Along with such invoices for costs and expenses, Prescient will include vouchers or invoices or other evidence of payment or liability.

Invoices will be submitted for payment by mail delivery to:

Village of Roselle

Brian Joanis

31 S. Prospect St.

Roselle, IL 60172

630-671-2819

bjoanis@roselle.il.us

2.3. Payment terms regarding fees for Services are Net Thirty (30) days from date of invoice. Monthly payments will be made to Prescient at the beginning of each month for services to be provided during that month. Balances due on all other invoices shall be paid Immediately Upon Receipt. Village of Roselle shall pay to Prescient default interest at the rate of ten percent (10%) per annum on any unpaid balance when a payment is not paid within fifteen (15) days of the date such payment is due accrued from the date of default until the date on which said default is cured.

For clients making ACH electronic payments, please use the following:

Bank: Byline Bank

Routing #: 071001533

Acct #: 4106031

Address: Byline Bank, 180 N. LaSalle St., Chicago, IL 60601

For clients paying by check, please use the following:

Prescient Solutions

P.O. Box 5450

Carol Stream, IL 60197

2.4. Village of Roselle has sixty days (60) from receipt of invoice to notify Prescient of any errors or omissions relating to invoices to Village of Roselle for the services of Prescient. Failure by Village of Roselle to notify Prescient within such time constitutes waiver of any objections related thereto.

2.5. Licensed Product Purchases. On occasion, Prescient may offer to Village of Roselle licensed products for purchase such as Anti-Malware, Filtering, Security Awareness Training or others through the Work Order (WO) process. In instances where client elects to pay for these purchases over time, any termination of the Agreement under Section 4 shall cause payments for these products to accelerate and become due and payable immediately without notice or demand.

3. RESPONSIBILITIES OF THE PARTIES

3.1. Employer of Engineers. Prescient represents that it is and will be the employer of any Engineers it assigns to Village of Roselle .

3.2. Prescient's General Duties. Prescient will recruit, interview, select, hire and assign, control and direct Engineers who, in Prescient's judgment, are qualified to perform the Services and any additional services pursuant to a valid Work Order. As the employer, Prescient will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any,

(e.g., vacation and holiday pay) directly to its employees; (v) provide for liability insurance as specified in this Agreement; (vi) provide workers' compensation insurance coverage in amounts as required by law; (vii) adhere to federal and applicable state employee leave laws in cooperation with Village of Roselle to meet leave requirements such as benefits continuation and job protection; and (viii) abide by Village of Roselle policies and procedures with respect to the observance of holidays, workweek, and dress code, and Village of Roselle shall provide all Engineers with a copy of the current Village of Roselle policies and procedures prior to reporting to Village of Roselle management. In addition, Village of Roselle agrees to provide Engineers with all amendments to such policies and procedures as soon as they become available.

3.3. Confidentiality.

3.3.1. Prescient agrees that it and its Engineers assigned to Village of Roselle will not disclose any information learned during the performance of this Agreement relating to the business of Village of Roselle that is, in fact, confidential including, without limitation, all proprietary information and trade secrets for any purpose, provided, however, Prescient and its Engineers may disclose such information under any of the following circumstances: (1) disclosure thereof in good faith by an Engineer in connection with the performance of services or activities pursuant to any valid Work Order; (2) disclosure which Engineer is advised by counsel is required by a court or other governmental agency or competent jurisdiction, provided that Engineer first gives Village of Roselle written notice and an opportunity to prevent such disclosure or otherwise seek protection of such information, or (3) disclosure by Engineer of any such information or data which is generally known within the industry or available from other persons who do not have a fiduciary duty or obligation of confidentiality to Village of Roselle .

3.3.2. Notwithstanding any other provision of this Agreement, Village of Roselle acknowledges that Prescient and its Engineers are active, experienced and knowledgeable about the industry in which Village of Roselle operates, and it is impossible for Prescient and its Engineers to learn information relating to the business of Village of Roselle , or acquire ideas, know-how or technical knowledge during the Term arising out of any customized applications developed by Prescient for Village of Roselle 's specific use ("Application Development") , and not have it affect their understanding of the industry in which Village of Roselle operates, its competitors and customers, and that such understanding may affect what Prescient and its Engineers do in the future within the industry, and Village of Roselle does not expect nor request that Prescient and its Engineers forget what they have learned from Village of Roselle which may be confidential. Prescient's, and its Engineers' promises of nondisclosure of the information, is limited to direct express disclosure, whether written or verbal, of information, which is confidential, in fact, to third parties.

3.3.3. The Parties agree that the pricing and billing rate agreed upon in Attachment A, or in any valid Work Order, is a confidential matter between Prescient and Village of Roselle , and except as required by law, or to inform its legal and/or financial advisors, neither Party will divulge or disclose the pricing or billing rates without the prior express written permission of the other Party.

3.4. Orientation. Village of Roselle is responsible for ensuring that Engineers assigned by Prescient attend orientation meetings regarding procedures and expectations of Village of Roselle relating to the Services.

3.5. Reports and Information. As reasonably requested by Village of Roselle , but in no event more frequently than bi-weekly, Prescient will provide Village of Roselle with status reports of the Services rendered and any valid Work Orders hereunder.

3.6. Compliance. Prescient and all Engineers assigned by Prescient shall comply with all applicable laws, regulations, orders, ordinances, codes and standards, including identification and procurement of required permits, certificates, approvals and inspections, insurance coverage (including workers' compensation), proper

withholding and submission of social security and income taxes and any other laws, which subsequently become applicable to Prescient or to Prescient's employees or agents, in performance under this Agreement.

3.7. Performance. Prescient shall fill requests for skill levels only and not individuals. Should Village of Roselle become dissatisfied with the performance of an Engineer, Village of Roselle shall notify Prescient in writing with details of the unsatisfactory performance and Prescient shall replace that person as soon as reasonably practical, but no later than thirty (30) business days following Village of Roselle's written request, provided, however, such request does not violate any federal or state employment laws. Prescient shall be allowed to staff the position temporarily after the thirty-day period with an alternate qualified resource while a suitable replacement is identified. The alternate qualified resource shall be allowed to work remotely unless the position requires an onsite presence. Notwithstanding anything contained in this Agreement to the contrary, this Agreement will not in any way affect the right of Prescient, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its Engineers, including those Engineers placed at Village of Roselle hereunder. It is the Parties desire to provide the best possible climate for achievement of the goals of the Parties. In order to maintain an atmosphere where these goals can be accomplished, the Parties recognize and agree that communications will be open so that problems can be discussed and resolved in a mutually respectful atmosphere considering individual circumstances and the individual Engineer. The Parties believe that by communicating with each other, any difficulties that may arise will be resolved.

3.8. Reassignment of Engineers. Prescient will supply Engineers to Village of Roselle who possess a level of skill commensurate with that necessary to provide the Services and not individuals. Village of Roselle acknowledges and agrees that from time to time during the Term, an Engineer's skill level may change necessitating a shift in job responsibilities, an increase in Engineer's compensation and a new assignment. Village of Roselle acknowledges and agrees Prescient shall have the exclusive right, exercisable by Prescient, to reassign or transfer, either permanently or temporarily, Engineers assigned to Village of Roselle, but Prescient shall (i) provide Village of Roselle twenty (20) business days prior notice of such reassignment or transfer; and (ii) through the assignment of replacement personnel, assure Village of Roselle that such new personnel assigned to Village of Roselle possess a level of skill initially required in order to perform Services.

3.9. Ownership. Any deliverables made available to Village of Roselle as part of the Services rendered herein by Prescient, including all software and programming (the "Deliverables"), shall become the exclusive property of Village of Roselle.

3.10. Permissions and Representations of Village of Roselle. Village of Roselle represents and warrants to Prescient that it has or shall obtain, prior to Prescient rendering Services hereunder, any and all consents, permissions, authority and licenses to use and modify all computer software and programs that are the subject, or within the scope, of Services or valid Work Order(s); that said consents, permissions, authority and licenses shall be to use the operating systems programs and related supporting documentation, including all software, together with all future updated versions thereof; and that said licenses to use and modify all computer software are fully paid up and valid. Village of Roselle agrees to indemnify and save harmless Prescient and its respective officers, agents and employees from any liability and expenses arising out of (i) any breach, inaccuracy, misrepresentation or untruth of any representation or warranty of Village of Roselle hereunder; or (ii) any alleged patent or copyright or modification of the computer programs to be serviced by Prescient. The representations and warranties made by Village of Roselle in this Section shall survive the termination of this Agreement.

3.11. Engineer Acknowledgements. Village of Roselle shall be permitted to reward Prescient Engineers for outstanding work or for going above and beyond what is traditionally expected for a service provider. Any monetary bonus, reward or prize shall first be approved by Prescient. If approved, Prescient will invoice Village of

Roselle for the amount desired. Prescient will pay the sum to the Engineer, net of applicable taxes, informing them of the source and the reason for the payment.

At no time shall Village of Roselle be allowed to promote or assign a title to any Prescient Engineer without the express written consent of Prescient. Any desired change of role, responsibility or position of a Prescient Engineer shall be addressed through the Scope of Work modification process and shall require mutual consent. This shall include but not be limited to the assignment of direct reports to any Prescient Engineer.

4. TERM AND TERMINATION

4.1. This Agreement shall be deemed to have commenced on the date of Village of Roselle 's execution of this Agreement (the "Effective Date") and shall continue for a period of five (5) years or until terminated as hereinafter provided (the "Term"). The term may be extended by mutually agreed upon Attachments or Addenda.

4.2. Both Prescient and Village of Roselle shall have the right to immediately terminate this Agreement in whole in the event of any material breach of the obligations set forth in this Agreement by the other Party, other than Village of Roselle 's failure to pay Prescient's invoices in accordance with the provisions of Section 2.

4.3. Prescient shall have the right to terminate this Agreement in whole in the event Village of Roselle fails to pay Prescient's invoices in accordance with the provisions of Section 2 by providing five (5) business days prior written notice to Village of Roselle of its intent to terminate this Agreement pursuant to the provisions of this Section 4.3.

4.4. After twelve (12) months following the commencement of Services, either Party shall have the right to terminate this Agreement for any reason by providing the other Party with one hundred and twenty (120) days advance written notice thereof.

4.5. In the event of termination of this Agreement, Prescient will remove its Engineers from performing Services from and after the date of termination.

4.6. Non-Solicitation. During the term of this Agreement and for a period of two years following the end of the Term (or any Additional Term if applicable) for any reason, except with the prior written consent of the other party, each party agrees that it will not, directly or indirectly, on its own behalf or on behalf of any other person or entity:

- (a) Solicit, induce or attempt to solicit or induce for hire, employment or other work arrangement any then current employee of the other party or any individual who was an employee of the other party within the one-year period prior to such solicitation, inducement or attempted solicitation or inducement (collectively "Employee");
- (b) Hire, employ, or utilize the services of, whether directly, indirectly or through a third party, any Employee of the other party; and/or
- (c) Engage in any act that would interfere or attempt to interfere with the relationship between the other party and any Employee or attempt in any manner to cause an Employee to modify or terminate its relationship with the other party.

4.7. Start Date. The Parties agree that the Services start date may be adjusted. Parties acknowledge that circumstances outside of Prescient's control may impact the Services start date such as hiring circumstances and processes, as well as resource availability. Parties agree that a delayed start date is possible and such delay shall not be considered a breach of contract.

4.8. The Parties further agree that the provisions of Sections 2, 3, 4, 7, 8 and 9 shall survive the termination of the Agreement.

5. RELATIONSHIP OF THE PARTIES

At all times during the Term of this Agreement Prescient shall retain its independent status, and Prescient and its Engineers are and shall at all times be independent contractors to Village of Roselle . The Engineers assigned to Village of Roselle under this Agreement shall remain employees of Prescient and shall not by reason of their assignment to Village of Roselle become employees of Village of Roselle .

6. INSURANCE

6.1. Prescient will procure and maintain insurance during the Term of this Agreement, and upon request shall provide Village of Roselle with a certificate of such insurance which names Village of Roselle , and its officers, agents and employees as additional insureds, covering the following risks:

- (i) Commercial General Liability -- \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
- (ii) Worker's Compensation -- Statutory Limits;
- (iii) Employer's Liability -- \$1,000,000.00;
- (iv) Umbrella Liability -- 1,000,000.00; and
- (v) Auto Liability - \$1,000,000.00 hired and non-owned motor vehicle coverage.

6.2. If Prescient's certificate of insurance or policy of insurance expires, or is cancelled during the Term of this Agreement, or is materially modified, Prescient shall so advise Village of Roselle . Village of Roselle shall maintain insurance and/or otherwise assume the entire risk of loss for and damage to all Village of Roselle equipment and any risks, including monetary damages and losses which may arise due to acts of God and any circumstances that are beyond Prescient's reasonable control.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Subject to the limitations as hereinafter set forth, Prescient assumes and agrees to indemnify and save harmless Village of Roselle and its officers, agents and employees from any liability and expenses with respect to claims for bodily injury or death or property loss or damage by whomsoever such claim may be asserted, which claims are based in whole or in part upon any negligent act or omission on the part of Prescient, its agents, servants, or employees in providing Services, or any services pursuant to a valid Work Order.

7.2. Village of Roselle will provide Prescient prompt written notice of the assertion of any claim related to this indemnification, along with any information in the possession of Village of Roselle related to such claim, so as to permit Prescient reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Prescient.

7.3. Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall either Party be liable for any incidental, special, exemplary, punitive, consequential, indirect or similar damages or expense, whatsoever, (including without limitation, damages for any loss of business profits, business interruption, loss of

business information, loss of data, computer failure or malfunction, loss of equipment, facilities or services, or any other pecuniary loss) under or in connection with this Agreement, regardless of how characterized and even if such Party has been advised of the possibility of such damages, however, this provision shall not apply to any violation of the provisions of Sections 2, 3.9., 3.10., 4.3., 4.6 and 10 by either Party.

7.4 Notwithstanding anything mentioned in this Agreement to the contrary, Prescient will not be liable to Village of Roselle to the extent that the aggregate amount of loss, claim, damage, cost, expense or liability is determined by a final judgment by a court to be greater than the amount paid by Village of Roselle to Prescient during the twelve (12) month period immediately preceding the date on which the event, which is the subject matter of a claim brought by Village of Roselle against Prescient, is said to have occurred.

8. DISCLAIMER OF IMPLIED WARRANTIES AND OUTAGES OR NETWORK FAILURES

8.1 The Parties acknowledge that the Application Development and Deliverables are provided “AS IS” and may not be functional on any machine or in any environment. **Prescient hereby disclaims all warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.** Prescient makes no warranty as to the accuracy, correctness, or completeness of any information obtained through the use of the Application Development and/or Deliverables and will not be legally responsible for (i) any errors or omissions arising from the use of any such information, (ii) any failures, delays, or interruptions in the delivery of any information related to the Application Development and/or Deliverables, or (iii) losses or damages arising from the use of the information obtained through use of the Application Development and/or Deliverables.

8.2 Village of Roselle agrees that Prescient shall not be liable to Village of Roselle for any loss or damage sustained by Village of Roselle arising out of any outages or failures of networks or information systems.

9. NOTICES AND EXECUTION

9.1. Except as provided in Section 1.3., Any notices or demands which may be or are required to be given by either party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (i) by hand delivery; (ii) by United States certified mail, postage prepaid; or (iii) if sent by nationally recognized overnight carrier, addressed to Prescient or Village of Roselle, respectively, at the following addresses, or at such other place as Prescient or Village of Roselle may from time to time designate in writing:

If to Village of Roselle :

Village of Roselle

Brian Joanis

31 S. Prospect St.

Roselle, IL 60172

If to Prescient:

Prescient Development, Inc.

Mr. Philip Greco, CFO

1515 Woodfield Rd., Suite 880

Schaumburg, IL 60173

9.2. All notices, demands and payments will be deemed to be received: (i) if given by hand delivery, when delivered in person; or (ii) if given by certified mail, four (4) business days after deposit in the United States mail; or (iii) after one business day if sent by nationally recognized overnight carrier.

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.

10. INJUNCTIVE RELIEF

10.1. If any action is brought by a Party for the violation of any of the covenants in Sections 2, 3 or 4, the other Party acknowledges and agrees that because of the immediate and irreparable injury which would be sustained by such Party if such violation were to continue, an order may be entered enjoining the other Party from violating any such covenant, either temporarily, preliminarily or as a part of a final judgment in the litigation, all without a requirement that such Party post bond. If contrary to this provision, a court shall require a Party to post bond in connection with the entry of an injunctive order, the Parties agree that such bond shall be without surety and may stand as such Party's own undertaking. A Party's application for injunctive relief shall not prejudice any other claim or cause of action which such Party pursue by reason of the violation of these covenants, nor shall it prejudice such Party's right to maintain any other claim or cause of action under this Agreement.

10.2. In the event of any legal proceeding brought by a Party regarding Sections 2, 3 or 4 of this Agreement, the other Party agrees to pay to such Party all costs, including reasonable attorney fees, court costs and ancillary expenses incurred by such Party in enforcing its rights hereunder. If litigation is necessary to enforce the covenants contained in Sections 2, 3 or 4 of this Agreement, both Parties agree to submit to the jurisdiction of the Courts of the State of Illinois and agree that exclusive venue shall be proper in the Circuit Court of Cook County, Illinois.

10.3. If any provision contained in Sections 2, 3 or 4 shall be determined by any court of competent jurisdiction to be unenforceable as a consequence of imposing overly broad restrictions, such restrictions shall be interpreted as broadly as permissible, and such unenforceability shall not affect any other provision of this Agreement.

11. MISCELLANEOUS

11.1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party, without the prior express written consent of the other Party, may assign this Agreement, or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate (provided the assigning or delegating Party guarantees the Affiliate's performance) or to any successor to all or substantially all of its interest in the business to which this Agreement relates, provided, however, in such event, the Party seeking assignment of this Agreement shall notify the other Party of its desire to assign the Agreement. Under such circumstance, the other Party shall have thirty (30) days from the date of notice within which to notify the Party desiring to assign the Agreement of said non-assigning Party's election to elect to terminate this Agreement. As used herein, "Affiliate" of a Party shall mean any corporation or other business entity controlled by, controlling or under common control with such Party.

11.2. Governing Law. The terms of this Agreement shall be construed and take effect in all respects in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. The exclusive jurisdiction for all claims and controversies arising hereunder shall be the Circuit Court of Cook County, Illinois.

11.3. Compliance with Laws. In the performance of this Agreement, each party agrees to comply with all applicable laws, rules, and regulations.

11.4. Severability. The terms of this Agreement are separate and divisible. A conclusion of law that one or more provisions are void or voidable will not void the entire Agreement. Wherever possible, the terms of this Agreement shall be interpreted and construed so as to permit its enforceability.

11.5. No Waiver. No waiver of a breach of any provision of this agreement shall be construed as a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this agreement shall be construed as a waiver of such breach.

11.6. Force Majeure. Neither Party to this Agreement shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, riot, insurrection, fire, flood, tornado, natural calamity, act of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body, strike or other labor activities, shipping or transport delays, materials or labor shortage, or accident or plant breakdown not caused by the fault or neglect of a Party, then that Party shall be excused from such performance to the extent of the "force majeure." The Party so affected shall give prompt notice to the other Party, by any method appropriate under the circumstances. The Party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further continue on and use its best efforts to complete full performance of this agreement when such causes are removed.

11.7. Survival. Any obligations of a Party hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

11.8. Complete Understanding. This Agreement and Attachment A constitute the entire agreement between the Parties, superseding any prior understandings, arrangements or agreements whether in writing or oral. This Agreement embodies the entire agreement between the Parties hereto. Any amendment or modification or other change in the provisions of this Agreement must be made in writing and signed by both Parties to be effective.

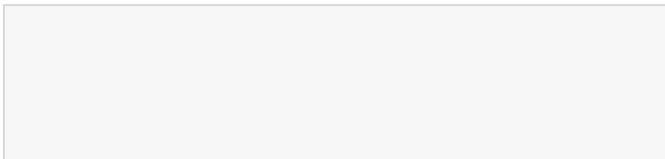
11.9. Headings. The headings and titles used herein are for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

11.10. Drafting. The Parties have had an equal opportunity to participate in the drafting of this Agreement and Attachment A. No ambiguity will be construed against any Party based upon a claim that the Party drafted the ambiguous language.

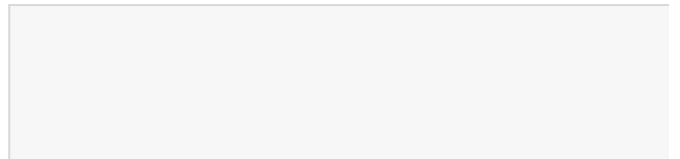
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

Village of Roselle
a/an IL Municipality

Prescient Development, Inc.
an IL corporation



(Brian)



(Phil)

Name: Brian Joanis

Name: Phil Greco

Title: Assistant Village Manager

Title: CFO



Attachment A 1096

Attachment to Services Agreement

In accordance with the Services Agreement (the "Agreement"), effective , and signed between **Prescient Development, Inc.**, transacting business under the assumed name Prescient Solutions ("Prescient") with its principal offices and business at 1515 Woodfield Rd., Suite 880, Schaumburg, IL 60173 Village of Roselle an Municipality ("Client"), and place of business at 31 S. Prospect St., Roselle, IL 60172 , this Attachment A 1096 is an integral part thereof.

Client Information

Based upon information provided by Village of Roselle , Prescient defined the Client Information. This information includes but is not limited to the number of internal 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 Onsite 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 – 5

<u>Resource Type</u>	<u>Number of Resources</u>
Systems/Server Engineer	See products below
Helpdesk Engineer	See products below

Additional Resources – Years 1 – 5

<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 Village of Roselle , all day-to-day support is to be accomplished on site Monday through Friday during regular business hours, typically between the hours of 7AM – 6PM local time, with the exception of Paid Time Off (PTO) & Prescient observed holidays. The Parties agree to schedule Saturday hours by mutual agreement. Outsourcing on a fixed bid basis includes 24 x 7 emergency network support by one (1) core resource defined above at no extra charge. All additional projects, tasks, or onsite resources outside the scope of the Agreement and this Attachment B will be completed on an hourly basis or bid to Village of Roselle on a per project basis.

Additional Resource Rate Structure

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

<u>Resource Type</u>	<u>Time and Material Rate</u>
Network Administrator	\$125.00 per Hour
Senior Network/Server Engineer	\$150.00 per Hour
WAN/Firewall/Security Engineer	\$175.00 per Hour

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

Agreement Reviews

Village of Roselle and Prescient Development will schedule and perform the following Agreement reviews:

- Strategic Plan Review
- Semi-Annual Task List Review
- List all Current Tasks and their status
- Define New Tasks and Priorities
- Annual Contract Review

Agreement Dates and Payment Schedule

The Agreement to perform ongoing services will run over a sixty (60) month contract period. Monthly payments will be made to Prescient at the beginning of each month for services to be provided during the month.

Years 2 through 5 of the contract will follow the above referenced payment schedule based upon the defined resources. By agreement of the parties, the contract provides for an annual professional services fee adjustment increase of at least 3%, and not to exceed 5%, and to be mutually agreed upon between Prescient and Village of Roselle . The professional services fee adjustment acknowledges the Information Technology resource market conditions and local cost of living conditions. An Annual Contract Review will take place at least 90 days prior to the contract anniversary date.

Village of Roselle shall have the option to extend the Services Agreement for an additional five (5) year period. The additional Services term shall be on the same terms and conditions as the original Services Term. In the event

Village of 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.

PRODUCTS
The resources you need for your business.

Description	Price	Quantity	Amount
<div style="border: 1px solid #ccc; border-radius: 5px; padding: 2px; display: inline-block; margin-bottom: 5px;">Monthly Recurring</div> <input checked="" type="checkbox"/> Systems/Server Engineer Prescient Solutions assigned Systems/Server Engineer services.	\$14,166.00 Each	2	\$28,332.00



Upfront	\$0.00
Monthly	\$28,332.00
Tax	\$0.00
Total	\$28,332.00

Scope of Work *(Changes to Scope of Work will be mutually agreed upon)*

Project Details / In-scope

The following is considered in-scope.

A. Professional Service

- Strategic Oversight
- Account Relationship Management (ARM)
- Project/Milestone Timeline Management
- Staffing/Personnel Review
- Strategic Planning and Collaboration
- Industry Best Practices
- Technology Roadmap
- Industry Specific Expertise
- Account Management
- Site Engineer Management
- IT Purchasing/Vendor Management
- Project Requirements
- Obtain Proposals
- Support Contract Management

- Client Advocate
- Project Management
- Planning and Implementation
- Status Reporting
- Recurring On-Site Customer Communications
- Professional Services
- Level 3 Senior Systems Engineer Support
- 24/7/365 Emergency Service Restoration
- Refer to attached Management Escalation Communication Processes (MECP)

B. Run and Maintain Services

- Network Infrastructure and Server Maintenance
- Manage Firewalls, Switches, Access Points and Routers
- Operating Systems
- Firmware
- Patch Management
- Manage Servers
- Operating System
- Firmware
- Patch Management
- Standardize System Backups
- Hosted Solutions
- Monitoring and Notifications
- Datacenter Environment
- Server Infrastructure
- Network Infrastructure
- Helpdesk Services
- Desktop Infrastructure Support
- User Administration
- Add, Change and Delete Accounts
- Security and Authentication
- Remote Access
- Mobile Devices
- Management of Ticketing Solution
- Inventory Management

C. Systems Documentation and Knowledge Management

- Account Services Manual (ASM)
- Management Escalation Communication Processes (MECP)
- Service Prioritization
- Infrastructure Documentation
- Diagrams
- Inventory
- Device Configurations
- How-To Documentation

- Backups and Recovery
- Vendor and Support information
- Client Reviews

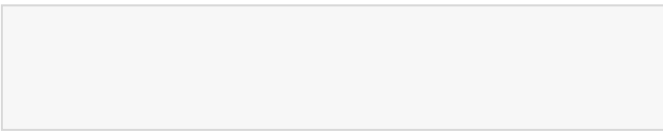
Project Out of Scope

Any item not mentioned in above task list is considered to be out of scope.

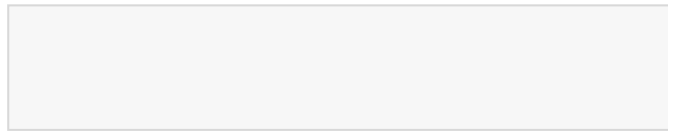
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