

**ADDENDUM TO THE  
CONTRACT FOR THE PROVISION OF SERVICES TO  
THE VILLAGE OF LOMBARD  
BY PRESCIENT DEVELOPMENT, INC.  
EFFECTIVE DECEMBER 1, 2018**

**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 Lombard ("Lombard") and Prescient Development, Inc. ("Prescient") dated April 5, 2007 (hereinafter the "Contract").

This addendum describes the core resources and new terms of the Services Agreement and "Attachment B" shall be replaced by "Attachment C" which is hereby made an integral part of the Services Agreement. The terms of this Addendum and the terms of the Contract as amended by this Addendum will also govern the provision of the new payment amounts.

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 3            RESPONSIBILITIES OF PRESCIENT**

Section 3.8 Prior to the placement of a full-time consultant, Lombard shall have the right to interview and approve of said consultant. Such approval shall not be unreasonably withheld.

**SECTION 4            TERM & TERMINATION**


Section 4.1 The Term of the agreement shall remain 3 years (36 months), with a contract start date of April 5, 2018 and an ending date of April 4, 2021.

**SECTION 8            NOTICE AND EXECUTION**

Section 8.2 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.

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

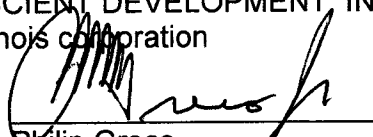
THE VILLAGE OF LOMBARD  
An Illinois municipality

By:   
Keith Giagnorio

Its: Village President

Date: January 3, 2019

PRESCIENT DEVELOPMENT, INC.  
An Illinois corporation

By:   
Philip Greco

Its: CFO

Date: 01/15/2019

## ATTACHMENT C

### Attachment to Services Agreement

In accordance with the Services Agreement (the "Agreement"), effective April 5, 2007 and signed between **Prescient Development, Inc.**, doing business under the assumed name in Illinois, **Prescient Solutions** ("Prescient"), with its principal offices and business at 1515 Woodfield Rd., Suite 880, Schaumburg, IL 60173 and **The Village of Lombard**, an Illinois municipality ("Lombard"), with its principal place of business at 255 E. Wilson Ave., Lombard, IL 60148, this Attachment C is an integral part thereof.

#### Prescient Resources

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

- Minimum Core Resources

<u>Resource Type</u>	<u>Number of Resources</u>
Server/Infrastructure Administrator/Helpdesk	1
Helpdesk	1

<u>Remote Resource Type</u>	<u>Number of Resources</u>
Prescient Strategic Services Professionals	Incl.
Prescient Account Relationship Manger	Incl.
Prescient Backend Core Engineer Support	Incl.
Prescient Emergency Service and Restoration Team	Incl.

- Unless otherwise agreed upon by Prescient and Lombard, all day to day support is to be accomplished Monday through Friday between 7:00 a.m. and 6:00 p.m. local time. Outsourcing on a fixed bid basis includes 24 x 7 emergency network support by the two (2) core resources defined above at no extra charge. All additional projects outside the scope of this contract and the contract specifications will continue to be bid to Lombard on a per project basis.

#### Additional Resource Rate Structure

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

<u>Resource Type</u>	<u>Time and Material Rate</u>
Network Administrator	\$120.00/Hour
Senior Network/Server Engineer	\$151.80/Hour
WAN/Firewall/Security Engineer	\$181.30/Hour

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

#### Services Agreement Reviews

Lombard and Prescient will schedule and perform the following contract reviews:

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

#### Contract Dates and Payment Schedule

The term of the Agreement is for 3 years (36 months), with the contract start date of April 5, 2018 and an ending date of April 4, 2021. Monthly payments will be made to Prescient at the beginning of each month for services to be provided during the current month. Payments for Year One (1) of the contract will be paid as follows:

April 5, 2018	\$ 42,678.25
May 5, 2018	\$ 42,678.25
June 5, 2018	\$ 42,678.25
July 5, 2018	\$ 42,678.25
August 5, 2018	\$ 42,678.25
September 5, 2018	\$ 42,678.25
October 5, 2018	\$ 42,678.25
November 5, 2018	\$ 41,511.57
December 5, 2018	\$ 37,428.29
January 5, 2019	\$ 33,928.25
February 5, 2019	\$ 33,928.25
March 5, 2019	\$ 33,928.25
1 <sup>st</sup> Year Total	\$479,472.36

Payments for Year Two (2) of the Contract will be \$33,928.25 monthly or \$407,139.00 annually.

However, the contract provides for an annual increase based on a cost of living adjustment (COLA). By agreement of the parties, the percentage increase shall be defined as the percentage increase provided to non-union Village of Lombard employees each preceding January. 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 the Agreement.

After the 3<sup>rd</sup> year of the contract, Lombard shall have the option to extend the Support Services Agreement for an additional three (3) year period. The additional Support

Services term shall be on the same terms and conditions as the original Support Services Term. In the event Lombard 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 Support Services Term.

At any time during the contract period, by agreement of the parties, the annual contract amount and the number of core resources may be increased or decreased based upon a reassessment of resources, changing market conditions or the addition and/or elimination of projects and responsibilities.

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

**A. Professional Services**

- CIO/COO Service
  - Strategic Planning and Collaboration
  - Information sharing of existing clients' technologies and processes
  - Industry Best Practice Oversight
  - Regulatory and Compliance Planning
  - Business Needs Development
    - Specific to Upcoming Projects or Business initiative
    - Industry Specific Technologies
    - 1-3 Year IT Budgeting Process Oversight
- Account/Project Management
  - Status Reporting - Automated Weekly, Quarterly, Monthly, etc. reporting
  - Monthly On-Site Customer Communications
    - Quality/Customer Satisfaction Review
    - Project/Milestone Timeline Management
    - Staffing/Personnel Review
  - Site Engineer Management
    - Personnel/HR Management
    - Schedule Management
    - Emergency/Project Service Remediation Team Management
    - Communications
  - Strategic Planning
- Emergency Service Restoration and Audit/Project Team
  - Annual Audit of IT Processes by an Independent Prescient Team
  - Prescient Process Compliance Management
  - Quarterly IT reviews of all major systems
    - Infrastructure
    - Servers
    - Workstation
    - Helpdesk
  - Industry Alerts of major systems

- Virus, Patches, Updates
- Level 3 Senior Systems Engineer Support
  - High End Support for all IT Services
- Architecture and Design
  - HW/SW configuration and Implementation design
  - HW/SW costing review
  - Documentation of design
  - Vendor Certification of design
- 24/7/365 Emergency Service Restoration

## **B. Run and Maintain Services**

- On-Site Systems Engineers
  - Day-to-day Support
  - Implementation and maintenance of automated and reoccurring processes
  - IT HW/SW Inventory Management
  - IT Purchasing/Procurement Management
    - Specifications development
    - Recommendations
    - Developing RFP's/Obtaining Proposals
    - Purchasing
  - IT Support Contract Management – HW/SW
  - IT Vendor Management
  - Project Implementation
    - Definition of new projects
    - Project Task definitions
    - Coordination of additional engineers
  - Level 1 and 2 Helpdesk
  - Status Reporting
  - Time Reporting
  - Implementation of Prescient, Client and Industry Best Practices/Policies
  - 24/7/365 On-Call and Emergency Service Support

## **C. Day to Day Support Services**

Prescient provides Ongoing Support of all IT services from the onset of the services contract. These Ongoing Support services will be performed concurrently with the Remediation Project defined above.

- Maintenance of Servers
  - Monitor System Resources on each server
  - Monitor Daily Backup Operations on each server
  - Monitor and Correct Operating System Errors on each server
  - Review, Download and Install Microsoft Service Packs as necessary for each server
  - Review, Download and Install Microsoft Security Updates as necessary for each server

- Review, Download and Install Antivirus Updates Daily for each server
- User Administration
  - Add, Change and Delete Users to Corporate Servers
  - Maintain Security and Authentication standards for Server Users
  - Add, Change and Delete File and Share Permissions for Server Users
  - Monitor Security Log for user violations
- Manage SQL Databases
  - Oversee Database Maintenance Jobs
  - Move/Adjust SQL Tables
  - Monitor Queries
  - Monitor Database Response Time
- Manage Switches and Internet Routers
  - Monitor Routers and Switch for Performance
  - Maintain Cisco IOS and Configurations
- Manage Firewalls
  - Use SNMP for monitoring of all network utilizations and system uptime. Monitor SNMP Traps
  - Monitor Firewall for Port Attacks, Virus Attacks and questionable activity
  - Modify Firewall configurations as required by system reports
  - Update Firewall IOS Quarterly
- Helpdesk Management
  - Management of TrackIT Database
  - Level 1-3 Helpdesk tasks
- Physical Environment
  - Monitor Environment controls
  - Review physical security measures

#### **D. Systems Documentation and Knowledge Management**

- Account Services Manual
  - Escalation Processes and Contacts
    - Onsite Engineers, Account Relationship Manager, CIO/COO
    - Client escalation priorities
  - Problem Management
  - Service Management
    - Client Services Definitions/Categories
  - Quality of Service Assurance
  - IT Reference Information
    - Diagrams
    - Inventory
    - Defined configurations of all devices (infrastructure, servers, workstations, etc.)
- Status Reporting – Weekly, Monthly, Quarterly, etc.

- Time Reporting – Weekly hours and tasks descriptions
- Helpdesk Management Database
  - Via implementation of a Helpdesk management solution, Prescient will create and manage all helpdesk items and projects providing a complete documentation of all IT services performed
- Annual Reviews

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.

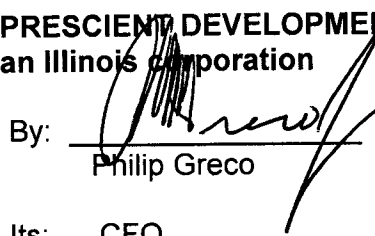
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