

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 20th day of October, 2014, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Municipal GIS Partners, Incorporated, a Wisconsin corporation authorized to conduct business in the State of Illinois (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the Village desires to engage the Consultant to provide support services in connection with the Village's geographical information system ("GIS"); and

WHEREAS, the Consultant represents that it has the necessary expertise and experience to provide such services to the Village pursuant to the Consultant's Proposal (hereinafter referred to as the "Consultant's Proposal"), attached hereto and incorporated herein by reference, and the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. SERVICES OF THE CONSULTANT.

1.1. The Consultant shall provide the services set forth in the Consultant's Proposal (hereinafter referred to as the "Services") after receiving written authorization by the Village to proceed. The Village shall approve the use of subconsultants and subcontractors by Consultant to perform any of the Services that are the subject of this Agreement.

1.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in Consultant's Proposal in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

1.3. The Village Manager or the Village Manager's designee shall act as the Village's Representative with respect to the services to be performed under this Agreement. The Village Manager or the Village Manager's designee shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to the Services to be provided pursuant to this Agreement.

1.4. In case of a conflict between provisions of the Consultant's Proposal and the Agreement, this Agreement shall control to the extent of such conflict.

2. COMPENSATION FOR SERVICES.

2.1. The Village shall compensate the Consultant for the Services as set forth in the Consultant's Proposal in an amount not to exceed \$15,340.00. The Consultant shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

2.2. The Village may, at any time, by written order, make changes regarding the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

2.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

2.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing consultants Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

2.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in

question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

3. TERMINATION.

3.1. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience upon fifteen (15) days prior written notice to the Consultant.

3.2. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

4. TERM OF AGREEMENT.

4.1. This Agreement shall expire on December 31, 2014, or on the date that the Village Manager determines that all of the Consultant's Services to be provided pursuant to this Agreement are completed. A determination that the Consultant's Services are completed shall not constitute a waiver of any rights or claims which the Village may have or acquire in the future with respect to any breach of this Agreement by the Consultant.

5. INDEMNIFICATION.

5.1. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or Consultant, indemnify, save harmless, and defend the Village, its officers, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, but only to the extent caused by the negligence of the Consultant or its subconsultants or their respective employees.

6. INSURANCE.

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 5. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the

State of Illinois and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 5 and indemnify, hold harmless and defend the Village, its officers, employees, agents, and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) **Workers' Compensation:**

- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under Workers' Compensation statute, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(D) **Professional Liability/Errors and Omissions:**

- i. Per Claim \$1,000,000.00

- ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(E) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein except Worker's Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

8. FORCE MAJEURE.

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

10. STANDARD OF CARE.

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one (1) year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the Services and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to given notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. by providing any and all responsive documents to the Village.

11.3. The Consultant shall have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional and other materials which include the Consultant's Work Products.

11.4. The Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Consultant. The Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Consultant agrees to defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Consultant's actual or alleged violation of the FOIA, or the Consultant's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Consultant agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Consultant shall defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Consultant's request to utilize a lawful exemption to the Village.

12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by the Consultant, and the Village may select another consultant to provide such Services as the Village deems appropriate.

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any payment from the Consultant, whether or not previously approved, or may recover from the Consultant any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

15. INDEPENDENT CONSULTANT.

15.1. The Consultant is and shall remain for all purposes an independent Consultant and shall not be deemed an employee of the Village nor shall she be entitled to any separate payment of salary, wages, or any employee benefits available to employees of the Village.

16. NO COLLUSION.

16.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

17. ENTIRE AGREEMENT.

17.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

18. GOVERNING LAW AND VENUE.

18.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance without regard to its conflicts of law principles. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

19. NOTICE.

19.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Cara Pavlicek
Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Fax: (708) 383-9584

If to the Consultant:

Thomas A. Thomey
MGP, Inc.
701 Lee Street
Suite 1020
Des Plaines, Illinois 60016
Fax: (877) 579-4699

19.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

19.3. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

20. NEWS RELEASES.

20.1. The Consultant shall not issue any news releases or other information to the public without prior approval from the Village Manager or the Village Manager's designee.

21. COOPERATION WITH OTHER CONSULTANTS.

21.1. The Consultant shall cooperate with any other consultants retained by the Village with regard to the Services to be provided by the Consultant pursuant to this Agreement.

22. CONFIDENTIAL INFORMATION.

22.1. The Consultant shall not disclose any and all proprietary and/or confidential information as defined by applicable law that is received by the Consultant in the course of providing services to the Village without the prior written consent of an authorized representative of the Village or as required by law.

22.2. The Consultant shall not copy any proprietary and/or confidential Information or remove it from the Village's premises, except such use as is required in the performance of the Consultant's duties for the Village.

22.3. The Consultant shall always use all reasonable precautions to assure that all proprietary and/or confidential information is properly protected and kept from unauthorized persons.

22.4. Upon termination of this Agreement, the Consultant shall return to the Village all written, taped, or other descriptive matter, including, but not limited to drawings and diagrams, descriptions, and other papers and documents provided to the Consultant by the Village in connection with the services rendered under this Agreement which may contain proprietary and/or confidential information.

23. HEADINGS AND TITLES.

23.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

24. COUNTERPARTS.

24.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

25. EFFECTIVE DATE.

25.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

26. BINDING AUTHORITY.

26.1. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

27. EQUAL OPPORTUNITY EMPLOYER.

27.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

27.2. The Consultant certifies that it has a written Sexual Harassment Policy in compliance with 775 ILCS 5/2-105(A)(4).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK

MUNICIPAL GIS PARTNERS,
INCORPORATED

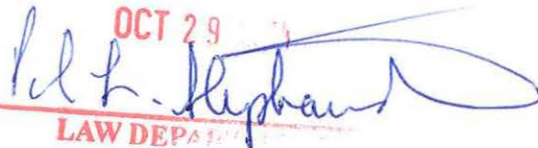

By: Cara Pavlicek
Its: Village Manager

Date: 10/30/14


By: Tom Thomey
Its: President

Date: 10/27/2014

REVIEWED AND APPROVED
AS TO FORM


OCT 29
LAW DEPARTMENT

Proposal for Geographic Information System Services
Attachment 1

1) GENERAL PURPOSE

The purpose of this agreement is for the Village to enter an agreement with the Consultant for all or part of its geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Village will be sharing management, development, and maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Village include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) CONFIDENTIALITY

This attachment includes proprietary and confidential information. It shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of MGP, Inc.,

3) SERVICE TYPES

For the purpose of cost accounting, the Consultant will provide two (2) service types to the Village. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed to the Village but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided by the Village or the GIS Consortium.

- A. Services relate to the direct management, development, operation, and maintenance of the Village GIS required to reasonably support the system.
- B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

4) SERVICES

The Consultant will help provide the necessary resources to support the Village GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task thus enabling efficient use of Village investment. The Consultant includes, but is not limited to, the following personnel:

- A. A GIS Manager that is responsible for the overall implementation of the GIS program based on the directions and instructions of the Village. The GIS Manager will provide senior-consultant services and will provide coordination and facilitation of GISC developments and initiatives. Budget forecasting and work reporting will be provided by the GIS Manager as directed by the Village.
- B. A GIS Coordinator is responsible for the operation of the GIS program including the coordination of resources. The GIS Coordinator will provide services to the Village in determining the short- and long-term needs of the GIS program. The GIS Coordinator will be responsible for managing the program resources including Consultant resources, external agencies, and Village committees and user groups.
- C. A GIS Platform Administrator is responsible for managing the data model and administering the database and related information. The GIS Platform Administrator plans, implements, and configures the data to enhance performance and maintain integrity of the data system.
- D. A GIS Application Developer that is responsible for the conceptualization, design, development, testing, installation, documentation, training, and maintenance of GIS and related software. Software includes, but is not limited to; computer programs, form designs, user manuals, data specifications, and associated documentation.
- E. A GIS Analyst is responsible for analyzing and planning special projects that require skills beyond the typical operation of the system. Special projects may include the development of ad hoc maps, layers, databases, and user solutions.
- F. A GIS Specialist that provides the daily operation, maintenance, and support of the GIS. This individual is typically fully allocated to the Village and is responsible for database development and maintenance, map production, user training and help-desk, user group support, and system support and documentation.
- G. A GIS/RAS (Remote Access Service) Specialist provides the same services as the GIS Specialist above using equipment hosted by the service provider.

5) PROJECTED UTILIZATION

Projected utilization is an estimate of service hours required of the Consultant by the Village. This projection is established by and between the Village, GISC, and the Consultant. Although variations are anticipated, the Village and the Consultant have a fiduciary responsibility to GISC and its members to meet their projected utilization. Significant variations in actual utilization may negatively influence service rates for GISC members. The anticipated projected utilization for each Consultant service is:

- A. 137 hours of GIS Specialist
- B. hours of GIS/RAS Specialist
- C. 13 hours of GIS Coordinator

- D. 13 hours of GIS Analyst
- E. 9 hours of GIS Platform Administrator
- F. 9 hours of GIS Application Developer
- G. 9 hours of GIS Manager

6) SERVICE RATES

Rates are based on projected utilization of GISC members in collective bargaining with the Consultant. The Consultant guarantees these rates for the term of this agreement as long as actual utilization is reasonably consistent with projected utilization. The Consultant has the right to assign a cost-of-living adjustment one (1) time per year with prior notice to the Village. The GISC collective bargaining rates are as follows:

- A. \$ 70.50 per hour for GIS Specialist
- B. \$ 74.00 per hour for GIS/RAS Specialist
- C. \$ 88.50 per hour for GIS Coordinator
- D. \$ 88.50 per hour for GIS Analyst
- E. \$ 110.10 per hour for GIS Platform Administrator
- F. \$ 110.10 per hour for GIS Application Developer
- G. \$ 110.10 per hour for GIS Manager

7) FACILITIES AND EQUIPMENT

The Village is required to provide the Consultant adequate space, furnishings, hardware, and software to fulfill the objectives of the GIS program. The facilities requirement is no different than would be otherwise required by the Village to support a GIS program. The rate structure extended to GISC members is contingent on these provisions for the Consultant. Facilities and equipment include, but are not limited to, the following

- A. Full-time office space for the GIS Specialist and periodic office space for guests. This space should effectively and securely house all required GIS systems, peripherals, and support tools. This space must be available during normal business hours.
- B. Furnishings including adequate desk(s), shelving, and seating accommodations for the GIS Specialist and periodic guests. A telephone line and phone to originate and receive outside calls. A network connection with access to the Internet.
- C. Hardware including a workstation, server, plotter, printer, digitizer, scanner and network infrastructure.
- D. Software including GIS software(s), productivity tools, application development tools, commercial databases, and network access software.
- E. The Village is responsible for installing, operating, and maintaining the backup and recovery systems for all Village owned GIS assets that permits the Consultant to continue services within a reasonable period of time following a disaster.

8) BILLING & PAYMENT

The Consultant will invoice the Village on a monthly basis for work completed and work in-progress. The Consultant requires 100% payment. Payment will be made in accordance with the Illinois Prompt Payment Act.

9) INTELLECTUAL PROPERTY

If any intellectual property should be developed during the course of this agreement, the Village and the Consultant shall be joint owners of said intellectual property.

- A. It is understood that this agreement does not grant to the Village or any employees, partners, business associates or other associated parties thereof, any rights in any intellectual property developed by the Consultant outside the terms of this agreement, or any protectable interests stemming there from.
- B. The Village and the Consultant agree, that no assignments, authorization of reuse by others, giveaways, license grants, sales, transfer, security interests, or any other grant of rights for any intellectual property that may be developed during this agreement, will be made to any third party without a written agreement between the Village and the Consultant.
- C. If this agreement between the Village and the Consultant should be terminated, the Village shall, in good faith, allow the Consultant, any reasonable use of any Intellectual Property developed during this Contract.



MGPIN-1

OP ID: GB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Suburban Insurance Consultant 2170 Point Blvd Suite #600 Elgin, IL 60123 David W. Kauffman		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A : Hartford Insurance Company			38288
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

INSURED
MGP, Inc.
Municipal GIS Partners, Inc.
701 Lee St. Ste. #1020
Des Plaines, IL 60016

COVERAGES

CERTIFICATE NUMBER: 102714

REVISION NUMBER:

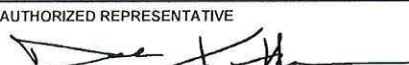
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			83SBATM8545	04/01/2014	04/01/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
		GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			83UECAU0551	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	DED							\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WECBQ7198	04/01/2014	04/01/2015	WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Bus Pers Property			83SBATM8545	04/01/2014	04/01/2015	88,700	\$1,000/ded
A	Errors & Omissions			83SBATM8545	04/01/2014	04/01/2015	1,000,000	\$10,000/ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Village of Oak Park, it's officers, officials, employees, agents and volunteers per section 6.2 of agreement.

CERTIFICATE HOLDER**CANCELLATION**

OAKPARK Village of OakPark 123 Madison St. Oak Park, IL 60302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.