



Supplemental Statement of Work

Pursuant to and in accordance with Sections 1.2 of that certain GIS Consortium Service Provider Contract dated January 1, 2023 (the “Contract”) between the Village of Oak Park, an Illinois municipal corporation (the “Municipality”) and Municipal GIS Partners, Incorporated (the “Consultant”), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2024 (“SSOW”):

In consideration of the mutual covenants and agreements hereinafter set forth the Municipality and the Consultant agree to amend the Contract as follows:

Project Schedule/Term

Pursuant to Section 5.2 of the Contract, the Initial Term of the Contract shall remain in effect until the later of (i) the expiration of the Initial Term set forth in the Contract, or (ii) December 31, 2024. For the avoidance of doubt, this section shall only have the effect of extending the term of those Contracts which would otherwise expire prior to December 31, 2024.

Staffing Allocation

The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2024, through December 31, 2024

Direct Program Hours: 1,648.00

Onsite presence: Average of 15.45 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The fee for the staffing allocation set forth above is \$19,170.36 per month. The total contract value for the agreement period is \$230,044.32. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Modifications to the Contract

1. Section 8.1 of the Contract (“Facilities, Equipment, and Records”) is hereby amended to read as follows:

Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

- (a) Office space for the Consultant's Personnel. 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 for the Consultant's Personnel;
- (c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and
- (d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

2. A new section is added to Article 8 of the Contract to provide as follows:

Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

3. Section 12.16 of the Contract ("Force Majeure") is hereby amended to read as follows:

Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

SIGNATURE PAGE FOLLOWS

Signature Page to Supplemental Statement of Work

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of

_____.

ATTEST:

VILLAGE OF OAK PARK

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

MUNICIPAL GIS PARTNERS, INCORPORATED

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President and General Manager