

SUPPLEMENTAL STATEMENT OF WORK

THIS SUPPLEMENTAL STATEMENT OF WORK shall amend the Consultant Services Agreement dated June 2, 2015 (the "Contract") between the Village of Oak Park, an Illinois home rule municipal corporation (the "Municipality") and Municipal GIS Partners, Incorporated (the "Consultant"), effective January 1, 2020 ("SOW") as follows:

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

1. Project Schedule/Term:

Pursuant to Section 4.1 and 9.1 of the Contract, this SOW shall extend the Initial Term for an additional one (1) year period. For the avoidance of doubt, this Renewal Term shall commence on January 1, 2020 and remain in effect for one (1) year.

2. Projected Utilization:

As set forth in Section 4.1(c) of the Contract, the project utilization shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The projected utilization for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. 822 hours of Site Analyst
- B. 149 hours of Shared Analyst
- C. 82 hours of Client Account Manager
- D. 34 hours of Manager

3. Service Rates:

As set forth in Section 4.1(c) of the Contract, the service rates shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The service rates for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. \$ 91.15 per hour for Site Analyst
- B. \$ 91.15 per hour for Shared Analyst
- C. \$106.90 per hour for Client Account Manager
- D. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$101,828.00.

Total Not-to-Exceed Amount for Services (Figures): one hundred one thousand eight hundred twenty-eight dollars zero cents.

In the event of any conflict or inconsistency between the terms of this SOW and the Contract or any previously approved SOW, the terms of this SOW shall govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of the Contract and this SOW shall be governed and controlled by the Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in the Contract.

4. Modifications to the Contract:

1. Section 6.1 of the Contract (“Voluntary Termination”) is hereby amended to read as follows:

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred and eighty (180) calendar days prior written notice to the Municipality.

2. Section 6.2 of the Contract (“Termination for Breach”) is hereby amended to read as follows:

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) calendar days of receipt of written notice of such breach from the non-breaching party.

3. The following provisions are hereby incorporated into the Contract:

Equal Employment Opportunity Clause. In the event of the Consultant’s non-compliance with the provisions of this section or the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as it may be amended from time to time, and any successor thereto (the “Act”), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, et seq., as it may be amended from time to time, and any successor thereto (the “Applicable Regulations”)) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant’s behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant’s obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant’s efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the “Department”) and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this section in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this section by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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: Vicki Scaman
Its: Village Clerk

By: _____
Name: Cara Pavlicek
Its: Village Manager

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

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

By: Thomas A. Thomey
Name: Thomas Thomey
Its: President