

**A RESOLUTION APPROVING A
SUPPLEMENTAL STATEMENT OF WORK TO THE
GIS CONSORTIUM SERVICE PROVIDER CONTRACT
WITH MUNICIPAL GIS PARTNERS, INC.**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: A certain Supplemental Statement of Work to the GIS Consortium Service Provider Contract, between the Village of Arlington Heights and Municipal GIS Partners, Inc., to provide consultant services to the Village as a member of the Geographic Information System Consortium, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village Manager is hereby authorized and directed to execute said Supplemental Statement of Work on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 18th day of January, 2022.

Village President

ATTEST:

Village Clerk

AGREEMENTRES:GIS Consortium Membership Agreement – 1 year contract extension

Supplemental Statement of Work

Pursuant to and in accordance with Sections 1.2 of that certain GIS Consortium Service Provider Contract dated January 1, 2021 (the “Contract”) between the Village of Arlington Heights, 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, 2022 (“SSOW”):

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 5.2 of the Contract, this SSOW 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, 2022 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, 2022 and ending December 31, 2022 is set forth in this Section 3 as follows:

- A. 1,648 hours of Site Analyst
- B. 321 hours of Shared Analyst
- C. 165 hours of Client Account Manager
- D. 78 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, 2022 and ending December 31, 2022 is set forth in this Section 4 as follows:

- E. \$94.11 per hour for Site Analyst
- F. \$94.11 per hour for Shared Analyst
- G. \$111.44 per hour for Client Account Management
- H. \$135.34 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$214,246.00.

Total Not-to-Exceed Amount for Services (Figures): Two Hundred Fourteen Thousand Two Hundred Forty Six Dollars and No Cents.

In the event of any conflict or inconsistency between the terms of this SSOW and the Contract or any previously approved SSOW, the terms of this SSOW 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 SSOW 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 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.

2. A new section is added to Article 12 of the Contract to provide as follows:

Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law

3. Section 3A of Attachment I to the Contract is hereby amended to read as follows:

A. The Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality, either physically on-site or remotely (as reasonably determined by the Consultant after consultation with the Municipality with respect to its need). The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

4. The Contract is hereby amended to provide that the term “Onsite Analyst” is changed to “Site Analyst.”

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 ARLINGTON HEIGHTS

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