

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONSULTANT  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of May 1, 2009 – April 30, 2010 ("Effective Date") between

**VILLAGE OF PALOS PARK ("OWNER")**

**and**

**RUEKERT & MIELKE, INC. ("CONSULTANT").**

OWNER retains CONSULTANT to perform professional services, in connection with

**GIS Web Data Storage, Hosting and Maintenance Services ("Assignment").**

OWNER and CONSULTANT in consideration of their mutual covenants set forth herein agree as follows:

## **ARTICLE 1--CONSULTANT'S SERVICES**

### **1.01 Scope**

A. CONSULTANT shall provide the services set forth in Exhibit SR-A.

B. Upon this Agreement becoming effective, CONSULTANT is authorized to begin services as set forth in Exhibit SR-A.

C. If authorized in writing by OWNER, and agreed to by CONSULTANT, services beyond the scope of this Agreement will be performed by CONSULTANT for additional compensation.

## **ARTICLE 2--OWNER'S RESPONSIBILITIES**

### **2.01 General**

A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.

## **ARTICLE 3--TIMES FOR RENDERING SERVICES**

3.01 CONSULTANT's services will be performed within the time period or by the date stated in Exhibit SR-A.

3.02 If CONSULTANT's services are delayed or suspended in whole or in part by OWNER, CONSULTANT shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CONSULTANT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

## **ARTICLE 4--PAYMENTS TO CONSULTANT**

### **4.01 Methods of Payment for Services of CONSULTANT.**

A. OWNER shall pay CONSULTANT for services rendered under this Agreement as follows:

1. Web Data Storage and Hosting: \$300.00 per month or (\$3,600.00 annually) or \$3,450.00 if paid in full within 30 days of the invoice date.

2. Maintenance: On an "as needed" basis (up to \$2,500.00 at the hourly rates identified in Exhibit SR-B (Maintenance Fees).

3. Appropriate amounts are incorporated in the Lump Sum to account for labor, overhead, profit, Reimbursable Expenses, and CONSULTANT's Consultants' charges, if any.

4. The portion of the Lump Sum amount billed for CONSULTANT's services will be based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

### **4.02 Other Provisions Concerning Payment**

~~A. Estimated Compensation Amounts:~~

~~1. CONSULTANT's estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Agreement.~~

~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to CONSULTANT that a compensation amount thus estimated will be exceeded, CONSULTANT shall give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT, so that total compensation for such services will not exceed said estimated amount when such services are completed.~~

B. Adjustments

1. CONSULTANT's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit SR-A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of CONSULTANT, the total compensation to CONSULTANT shall be appropriately adjusted.

2. If used, the Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of February) to reflect equitable changes to the compensation payable to CONSULTANT.

C. *Reimbursable Expenses.* Reimbursable Expenses means the actual expenses incurred by CONSULTANT or CONSULTANT's Consultants directly in connection with the Assignment, including the categories and items listed in Exhibit SR-B, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

D. *For Additional Services.* OWNER shall pay CONSULTANT for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

#### **ARTICLE 5-DESIGNATED REPRESENTATIVES**

5.01 Contemporaneous with the execution of this Agreement, CONSULTANT and OWNER shall each designate specific individuals as CONSULTANT's and OWNER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

#### **ARTICLE 6--CONTENT OF AGREEMENT**

6.01 The following Exhibits are incorporated herein by reference:

A. Exhibit SR-A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 9 pages.

B. Exhibit SR-B, "Standard Hourly Rates & Reimbursable Expenses Schedule," consisting of 1 page.

#### **6.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 4, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: VILLAGE OF PALOS PARK

CONSULTANT: RUEKERT & MIELKE, INC.

By: Joe F. Mahony  
Title: Mayor  
Date Signed: 1/21/09

By: [Signature]  
Title: Senior Vice President  
Date Signed: 3/17/09

ATTEST:

By: Carol A. Bryson  
Title: Village Clerk  
Date Signed: 01/26/09

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RUEKERT & MIELKE, INC.  
W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188

Designated Representative (paragraph 5.01):

Name: Joe F. Mahony  
Title: Mayor  
Phone Number: 708 671-3700  
Facsimile Number: 708 448 9542

Designated Representative (paragraph 5.01):

Name: Thomas J. Tym  
Title: Principal/Technology Services Department Head  
Phone Number: (262) 542-5733  
Facsimile Number: (262) 542-5631

This is **EXHIBIT SR-A**, consisting of 9 pages, referred to in and part of the **Agreement between OWNER and CONSULTANT for Professional Services** dated 3/17/09.

### **Further Description of Services, Responsibilities, Time, and Related Matters**

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Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

#### A.1.01 CONSULTANT's Services

##### A. CONSULTANT shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Assignment and available data.
2. Advise OWNER as to the necessity of OWNER providing data or services, which are not part of CONSULTANT's services, and assist OWNER in obtaining such data and services.

3. Perform or provide the following additional tasks or deliverables:

- a. Maintenance:

1. Convert and append OWNER's digital cadastral maps (ESRI geodatabase) and associated tax parcel database file in the AutoDesk MapGuide web application on a regular basis, as directed by OWNER within seven (7) days of receipt of the digital files from OWNER.

- b. Digital Map Features:

As described in our September 22, 2008 proposal. – Attachment A - Basic Web Application Digital Map Features.

- c. GIS Databases:

1. Tax Parcel Database file.

- d. Web Data Storage and Hosting Services:

1. Web Data Storage and Hosting Services (*see Attachment 1 - Pages 3-9 of this Exhibit*).

#### A.2.01 OWNER's Responsibilities

##### A. OWNER shall do the following in a timely manner, so as not to delay the services of CONSULTANT:

1. Provide all criteria and full information as to OWNER's requirements for the Assignment.
2. Furnish to CONSULTANT all available data pertinent to the Assignment, obtain or authorize CONSULTANT to obtain or provide additional data as required, and furnish to CONSULTANT services of others as required for the performance of CONSULTANT's services.

B. CONSULTANT shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing CONSULTANT's services under this Agreement.

C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

This is **EXHIBIT SR-A**, consisting of 9 pages, referred to in and part of the **Agreement between OWNER and CONSULTANT for Professional Services** dated January 13, 2009.

### **Further Description of Services, Responsibilities, Time, and Related Matters**

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

#### A.1.01 CONSULTANT's Services

##### A. CONSULTANT shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Assignment and available data.
2. Advise OWNER as to the necessity of OWNER providing data or services, which are not part of CONSULTANT's services, and assist OWNER in obtaining such data and services.

3. Perform or provide the following additional tasks or deliverables:

- a. Maintenance:

1. Convert and append OWNER's digital cadastral maps (ESRI geodatabase) and associated tax parcel database file in the AutoDesk MapGuide web application on a regular basis, as directed by OWNER within seven (7) days of receipt of the digital files from OWNER.

- b. Digital Map Features:

As described in our September 22, 2008 proposal. – Attachment A - Basic Web Application Digital Map Features.

- c. GIS Databases:

1. Tax Parcel Database file.

- d. Web Data Storage and Hosting Services:

1. Web Data Storage and Hosting Services (*see Attachment 1 - Pages 3-9 of this Exhibit*).

#### A.2.01 OWNER's Responsibilities

##### A. OWNER shall do the following in a timely manner, so as not to delay the services of CONSULTANT:

1. Provide all criteria and full information as to OWNER's requirements for the Assignment.
2. Furnish to CONSULTANT all available data pertinent to the Assignment, obtain or authorize CONSULTANT to obtain or provide additional data as required, and furnish to CONSULTANT services of others as required for the performance of CONSULTANT's services.

B. CONSULTANT shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing CONSULTANT's services under this Agreement.

C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

A. The time period for the performance of CONSULTANT's services shall be established as follows:

Web Data Storage and Hosting Services (*see pages 3-9 of this Exhibit*).

B. CONSULTANT's services under this Agreement will be considered complete when all deliverables set forth in Exhibit SR-A are submitted to OWNER.

A.4.02 Other

A. OWNER has established the following budgets:

1. Web Date Storage and Hosting Services: If the Web Data Storage and Hosting Fees are paid monthly, the cost is \$300.00 per month (\$3,600.00 annually). If the Annual Web Data Storage and Hosting Fee is paid in full within 30 days of the invoice date, the total cost is \$3,450.00.

2. Maintenance: On an "as needed" basis (up to \$2,500) at the hourly rates identified in Exhibit SR-B (Maintenance Fees).

# ATTACHMENT 1

## WEB DATA STORAGE AND HOSTING SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 1st day of May, 2009 (the "Effective Date"), by and between and Ruckert & Mielke, Inc., a Wisconsin corporation ("R/M") and the municipality/governmental agency named below (the "Client"):

VILLAGE OF PALOS PARK

8999 West 123<sup>rd</sup> Street

Palos Park, IL 60464

Attn: Rachael Kaplan

### W I T N E S S E T H

WHEREAS, R/M has special expertise in formatting, constructing, and storing geographic information system ("GIS") digital maps; and

WHEREAS, R/M is in the business of offering Internet services relating to, among other things, the maintenance of GIS files and access to those files by selected persons and is willing to provide such services to Client on the terms and subject to the conditions set forth below; and

WHEREAS, Client desires to engage R/M, and R/M desires to be engaged by Client, to provide the GIS Internet services described in this Agreement on the terms and subject to the conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual promises set forth herein, R/M and Client (collectively, the "Parties") hereby agree as follows:

#### I. DEFINITIONS

1.1 Activity Report. The term "Activity Report" shall mean the reports created by R/M that are delivered to Client hereunder on a monthly basis as part of the Services, using a software product that conforms with the approved specifications and other required functionality.

1.2 Additional Services. The term "Additional Services" shall mean the services described in Article V of this Agreement.

1.3 Available. The term "Available" shall mean that the Databases are accessible at the R/M Web Site by End Users.

1.4 Configuration. The term "Configuration" refers to the configuration of R/M's End User Interface with clients' Databases.

1.5 Databases. The term "Databases" refers to the GIS databases identified in Section A.1.01 A.3.c. of this Exhibit provided by the Client for storage on the R/M Web Site.

1.6 Development Services/Fees. The terms "Development Service" and "Development Fees" refer to the services provided by R/M in modifying its End User Interface pursuant to Article II and to the fees charged for such services.



1.7 End User. The term "End Users" shall mean the Client, its agents and employees together with such other individuals or entities, anywhere in the world, who will be given access to the Databases by the Client.

1.8 End User Interface. The term "End User Interface" shall mean all aspects of R/M's proprietary look and feel, navigational structure, method of use, interfaces, icons, buttons, functionality and logos associated with the same, including without limitation, all software or documentation which embodies or renders such aspects of the same.

1.9 Storage Fee. The term "Storage Fee" shall mean the services provided by R/M in storing the Databases on the R/M Web Site, all pursuant to Article IV and to the fees charged for this service.

1.10 Maintenance Hours. The term "Maintenance Hours" shall refer to the hours available to Client for Maintenance Services from R/M as described in section A.1.01 A.3.a. of this exhibit.

1.11 Parties. The term "Parties" refers to R/M and the Client.

1.12 Services. The term "Services" refers to all of the services to be provided by R/M pursuant to this Agreement.

1.13 Term. The term "Term" shall mean the Initial Term together with all Renewal Terms hereunder.

1.14 R/M Web Site. The term "R/M Web Site" shall mean R/M's web site located at [www.ruekert-mielke.com](http://www.ruekert-mielke.com).

1.15 WWW. The Term "WWW" means the World Wide Web.

## II. DEVELOPMENT SERVICES

2.1 Scope of R/M Development Services. Subject to the terms and conditions of this Agreement, R/M shall timely perform, with assistance from and in cooperation with, the Client the services required and described by this Agreement, and as subsequently agreed to in writing by the Parties, in order to modify the End User Interface for Clients' use in storing and accessing the Databases on the R/M Web Site. As part of the Services, R/M shall complete each of seven (7) milestones according to the schedule for each such Milestone set forth below.

(a) Configuration. R/M shall consult with and deliver to Client a proposed Configuration of its End User Interface for use with Clients' Databases that will achieve Clients' objectives. This Configuration shall include, without limitation, access controls and security for each and every Database, the inter-linking of such Databases, the layouts for any links to other sites, and linking specifications and communication procedures for End Users ("Milestone 1"). Client will review the Configuration and approve or reject such Configuration, in Client's sole discretion, by sending a written notice to R/M ("Milestone 2"). If the Configuration is rejected by Client, Client will provide written reasons for the rejection and R/M will correct and re-deliver the Configuration within thirty (30) business days.

(b) Specifications. Subject to Section 2.2(g), if the Configuration is accepted by Client, R/M, in consultation with Client, shall then prepare detailed written specifications consistent with, and containing (1) all of the functionality for the specific number of Pages (as determined by Client) to be initially created by R/M; and (2) the Configuration including, without limitation, the layouts and positioning for hypertext, buttons or navigation bar links within the Databases and to other sites that are requested to be linked by Client, the location and layout of each Database and the procedures for maintenance of all of the foregoing (collectively the "Specifications") and deliver such Specifications to Client for approval ("Milestone 3"). Client will review the Specifications and approve or reject the Specifications in Client's sole discretion by sending a written notice to R/M ("Milestone 4"). If the Specifications are rejected by Client, Client will provide written reasons for the rejection and R/M will correct and re-deliver such Specifications within thirty (30) business days.

(c) Approval of Specifications. The Specifications which have been approved in writing by Client ("Approved Specifications") shall automatically become incorporated by reference into this Agreement.

(d) Prototype. R/M will develop its End User Interface and Databases according to the Approved Specifications and install and implement the same in a semi-final state of completion ("Prototype") in R/M's offices

or another R/M location or, with the approval of Client, at the R/M Web Site. R/M will present a Prototype review to Client ("Prototype Review"). Client will test the Prototype during the remainder of Prototype Review through means of remote secured password protected access to the R/M Web Site and communicate any required changes in writing to R/M at the completion of Prototype Review ("Milestone 5").

(e) Acceptance. R/M will incorporate the changes resulting from Prototype Review and install and implement the completed End User Interface and Databases Configuration, according to the Approved Specifications, in final form on the R/M Web Site within ten (10) business days of completion of Milestone 5. R/M will notify Client that all of the foregoing is on-line and is ready for testing ("Milestone 6"). Client shall have two weeks for testing and will notify R/M at the completion of the two week period of Client's acceptance or rejection, in Client's sole discretion, by sending a written notice to R/M. If Client rejects the End User Interface and Database Configuration, Client shall submit written notice of errors and defects ("Defects") to R/M and R/M shall have thirty (30) business days to correct such Defects. When Client accepts, Client will send to R/M a letter of acceptance ("Acceptance Letter"). Upon receipt of such letter, R/M make Available the End User Interface and Database Configuration on the R/M Web Site ("Milestone 7").

(f) Termination During Implementation. Client may, between any of the seven Milestones, terminate this Agreement, instruct R/M to de-install the Databases from the R/M Web Site, to the extent that installation has occurred. In such event, R/M shall return all deliverables and Database information to Client, and neither party shall have any further obligation to the other except that client shall make payment for services provided to date.

(g) Change Order Procedure. If, at any time after Client has communicated its approval of the Specifications, Client wishes to implement any revisions that deviate in any material respect from the Approved Specifications (other than updates to any of the existing Databases), Client shall submit to R/M a written change order request ("Request") containing such revisions in detail. R/M agrees to incorporate such revisions into the Approved Specifications (and incorporate the revisions into the End User Interface and Database Configuration) as part of the Maintenance Hours or, if depleted, at the Hourly Rates described in Exhibit SR-B (Development Fees).

2.2 Development Fees. In consideration for the Development Services to be rendered by R/M as defined herein, Client shall pay to R/M, the initial fee and hourly fees as designated in Exhibit SR-B ("Development Fees"). The Development Fees shall constitute the entire compensation for all work in connection with the modification of R/M's End User Data Interface, including without limitation downloading the Database information, all HTML programming and all other tasks identified in the Approved Specifications.

### III. R/M WEB SITE SPECIFICATIONS

3.1 Uptime. As part of the Services, R/M will ensure that, except as otherwise agreed in writing by the Parties, the Databases shall be Available and fully accessible to End Users via the WWW twenty-four hours per day, seven (7) days per week. Client understands, however, that from time to time the Databases may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance of the R/M Web Site, Databases or the End User Data Interface Configuration; (iii) periodic maintenance procedures or repairs which R/M's Web Site host may undertake from time to time; or (iv) causes beyond the control of R/M or which are not reasonably foreseeable by R/M, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Client agrees that R/M has no control of availability of access on a continuous or uninterrupted basis.

3.2 Bandwidth. R/M agrees that it shall maintain its connection to its host server on a dedicated T-1 line(or equivalent bandwidth).

3.3 The R/M Web Site. Client understands that the R/M Web Site shall not be dedicated to the Databases and will be used to host other databases.

#### IV. MAINTENANCE AND STORAGE SERVICES

4.1 Maintenance. From and after receipt of the Acceptance Letter in consideration of the Maintenance and Storage Fee identified in Article 4.01.A.1 of this Exhibit, R/M will expend the necessary labor hours to maintain the Databases on the R/M Web Site. These maintenance services shall also include monthly Activity Reports, technical support for, and maintenance of the Databases and Pages and repairs.

4.2 Database Maintenance. The maintenance services shall also include the loading of all new and updated data at no additional cost to Client other than the Maintenance and Storage Fee. Such maintenance of the Databases shall include without limitation, the receipt, loading and updating of information supplied by Client and shall be performed on a weekly basis so that no Database is ever more than seven (7) days old, as measured from the day that such updates are provided by Client in electronic format to R/M. Should Client wish to add new Databases, the same shall be considered a Change Order and shall be handled as set forth in Section 2.1(g).

4.3 Maintenance Hours. Client shall be entitled to the Maintenance Hours in order to maintain the Configuration and Databases. To the extent that Maintenance Hours are depleted in providing maintenance services during any particular period, R/M will expend any necessary number of additional labor hours (subject to the advance approval of Client) to provide maintenance services for that month, which will initially be deducted from any remaining Maintenance Hours that were not fully utilized during any prior period, and after depletion of all available Monthly Hours remaining from prior months, will be chargeable to Client at the Hourly Rate set forth in Exhibit SR-B (Maintenance Fees), provided that the applicable approvals were obtained.

4.4 Access Charges. There will be no charge for access to the R/M Web Site for all purposes of this Agreement.

4.5 Support Services. From and after receipt of the Acceptance Letter, R/M shall provide the following support services to Client in accordance with standards set forth in the Approved Specifications, at no additional cost to Client other than the Maintenance and Storage Fee and without resort to the Maintenance Hours:

(a) Access to Help. R/M shall: (i) create, maintain and update help pages accessible by End Users within and as a part of the Configuration including a list of frequently asked questions, and (ii) an R/M help desk accessible by Client twenty-four hours per day seven days per week, provided that after R/M's business hours, the help desk support will be accomplished through a pager to a R/M employee capable of addressing problems. R/M will provide Client with this pager number (and employee name) as of the date the Maintenance and Storage Services commence and will provide updated information as applicable.

(b) R/M Service Responses. R/M shall use its best efforts to correct, within four (4) hours of the time of discovery by R/M or notification to R/M, any defects, errors or omissions in the Databases, the End User Interface or the Configuration discovered by R/M or communicated to R/M by Client, which materially impact the performance, delivery, accessibility or availability of the Databases.

4.6 Storage Space. Included within the Monthly Fee shall be Database storage for up to two (2) gigabytes. In the event that the Databases require storage which exceeds such space. Client may request that R/M provide additional incremental storage. R/M shall provide the same if available for the incremental costs described in Exhibit SR-B (Development Fees).

4.7 Security. The Parties expressly recognize that it is impossible to maintain flawless security, but R/M shall take reasonable steps to prevent security breaches in R/M's Web Site and security breaches in R/M Web Site's interaction with resources or users outside of any firewall that may be built into such Site. However, Client is solely responsible for password protection, assignment and control. Client understands that R/M cannot prevent the R/M Web Site from being automatically indexed and linked to search engine robots or spiders.

## V. ADDITIONAL SERVICES

In the event that Client requests Additional Services or any other services that are not part of the Development Services or the Maintenance and Access Services, Client shall pay R/M at the Hourly Rate specified in Exhibit SR-B (Development Fees). These hourly rates will be applicable for any work requested by Client for the period of one (1) year from the date of receipt of the Acceptance Letter.

## VI. PROPRIETARY RIGHTS AND LICENSE

6.1 Database Information. All information on the Databases shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights. Nothing in this Agreement shall be construed to grant R/M any ownership right in, or license to, the Database information, except as provided in Article 6.5 below.

6.2 Proprietary Rights. All materials included in or pertaining to the End User Interface and Configuration as they relate to Client, any updates or modifications thereto, and all ideas, designs, and formats embodied therein, including but not limited to any computer software (in object code and source code form), script, animation sequences, programming code, applets, data, information or HTML or other scripts developed or provided by R/M under this Agreement are and shall remain the property of R/M.

6.3 License of End User Interface and Configuration. R/M hereby grants to Client a nonexclusive, non-transferable license to use the End User Interface and Configuration throughout the Term. As to the same, Client agrees that it shall not (i) use them to store the data of third parties; (ii) modify them; (iii) use them under any name but its own or (iv) decompile, disassemble or otherwise reverse engineer them.

6.4 Confidentiality. During the course of this Agreement, information that is confidential or proprietary to one party ("Disclosing Party") may be disclosed to the other party ("Receiving Party"), including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the Receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the Receiving Party, (b) was known to the Receiving Party as of the time of its disclosure, (c) is independently developed by the Receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

6.5 R/M Links. R/M shall be permitted to place a credit and logo on the Configuration which will be in a font size, format and location to be determined by Client that links to R/M's homepage.

## VII. WARRANTIES AND DISCLAIMERS

7.1 R/M Warranties. R/M makes the following ongoing representations and warranties to Client:

(a) The R/M Web Site (except for the Databases ) will be R/M's own and original creation, except for information validly licensed or otherwise used by R/M or in the public domain;

(b) The R/M Web Site will include only information that R/M is authorized to use and to authorize Client to use;

(c) The R/M Web Site and its use will not constitute a libel or defamation, or conflict with or infringe upon or violate any copyrights, trademark rights, patent rights, trade secret rights, rights of publicity or privacy or other rights of, and will not cause injury to, any third party;

(d) Use of the R/M Web Site will not give rise to any claims against Client for any license or other royalty fees or payments of any kind;

(e) Except with respect to the Databases, all obligations owed to third parties with respect to the activities contemplated to be undertaken by R/M in providing the Services to Client and under this Agreement, including but not limited to all third-party licensing fees, are or will be fully paid up by R/M so that Client will not have any obligations with respect thereto;

(f) The R/M Web Site and all materials contained therein and not provided by Client conform and will conform to all applicable federal, state and local laws and regulations;

(g) The R/M Web Site will meet and conform with the Approved Specifications and each of the functional, operational and performance standards set forth or described in this Agreement, and the information contained therein is and will be true and accurate;

(h) The R/M Web Site will be free from defects in material and workmanship under normal use and remain in good working order; and

(i) R/M has the power and authority to enter into and perform its obligations under this Agreement, and R/M's Services under this Agreement shall be performed in a workmanlike manner.

7.2 Client Warranties. Client represents and warrants that:

(a) Client has the power and authority to enter into and perform its obligations under this Agreement;

(b) Client has the right to place the Databases on the R/M Web Site; and

(c) Client has obtained any authorization(s) necessary for hypertext links from the R/M Web Site to other third party sites.

7.3 Software Disclaimers. Each of the parties disclaims responsibility for problems attributable to any software upon which the R/M Web Site or the Databases may operate, either because of the unworkability of such software or because of the incompatibility of such software with other programs.

7.4 Database Content. Client assumes sole responsibility for (a) the accuracy of materials provided to R/M, including, without limitation, the Database information and (b) ensuring that the Database does not infringe or violate any right of any third party. As part of the R/M Web Site or as part of the access to the R/M Web Site, R/M shall be permitted to place one or more disclaimers pursuant to which R/M disclaims responsibility for the accuracy of the Databases.

## VIII. TERMINATION AND RENEWAL

8.1 Term. This Agreement shall be effective when signed by the Parties and continue for one (1) years thereafter, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term"). This Agreement shall automatically be renewed beyond the Initial Term for additional 1 year renewal periods (the "Renewal Terms") unless either party gives written notice of termination at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

## IX. GENERAL PROVISIONS.

9.1 Notices. Any notice provided pursuant to this Agreement shall be in writing and may be sent only by personal delivery, registered or certified mail (return receipt requested). The day of mailing of any such notice will be deemed the date of the giving thereof (except notices of change of address, the date of which will be the date of receipt by the receiving party). Facsimile transmissions will not constitute valid notices hereunder, whether or not actually received. All notices shall be addressed as follows (or to such other address as either party may in the future

specify in writing to the other party):

In the case of R/M:

Ruekert & Mielke, Inc. at its then current  
address  
Attention: Thomas J. Tym

In the case of Client:

To the address given in the  
paragraph identifying the Client.

This is EXHIBIT SR-B, consisting of 1 pages, referred to in and part of the Agreement between OWNER and CONSULTANT for Professional Services dated \_\_\_\_\_.

**Standard Hourly Rates & Reimbursable Expenses Schedule**

2008 Hourly rates for services performed and Reimbursable Expenses on the date of the Agreement are:

<b>Maintenance Fees</b>	
Technology Services Manager	\$135.00
IT/GIS Analyst 1-2	90.00-98.00
IT/GIS Technician 1-2	61.00-71.00
Administrative Assistant 1-5	44.00-55.00

<b>Development Fees</b>	
Technology Services Manager	\$140.00
IT/GIS Analyst 1-2	110.00
IT/GIS Technician 1	85.00
Administrative Assistant 1-5	70.00

<b>REIMBURSABLE EXPENSES (2008 Rates)</b>	
Mileage	
For Engineers and Technicians	.585/mile
For Construction Review Technicians	.625/mile
For Survey Crews	.67/mile
Nonbillable R/M truck mileage	.00/mile
Nonbillable mileage	.00/mile
Print reproductions	.25/sq. foot
Photos	.35/photo
Film rolls	3.00/roll
Color copies	.25/page
B&W copies	.08/page
Color plots	2.00/sq. foot

In the event the Data Storage requirements exceed two (2) gigabytes as described in "Attachment 1: Section IV. Maintenance and Storage Services, 4.6 Storage Space", the following increase in fees shall apply:	
<b>Data Storage Size Requirement</b>	<b>Additional Cost Per Month</b>
2.x - 10 gigabytes	\$10
10.x - 30 gigabytes	\$20
30.x - 60 gigabytes	\$30
Over 60 gigabytes	\$40

January 13, 2009

Ms. Rachael Kaplan  
Public Works Director  
Village of Palos Park  
8999 West 123rd Street  
Palos Park, IL 60464

Re: 2009-2010 GIS Web Data Storage, Hosting, and Maintenance Services Agreement

Dear Rachael:

Enclosed are three (3) agreements for services listed above. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning all three (3) executed agreements to our office for further execution. One fully executed copy will be returned to you for your files.

As described in our October 9, 2008 proposal, our Web Data Storage and Hosting services include:

1. Production and redundant web servers (located at Ruekert/Mielke office in Pewaukee, WI).
2. Use of our Autodesk MapGuide license and other web hosting and development software.
3. GIS web application software upgrades.
4. Data storage and routine backups of the web application and associated information located on R/M's Web server.
5. Firewall & Intrusion Protection software
6. Access will be provided to Village staff, designated representatives, and the general public. Village staff and designated representatives will be provided a unique user name and password to access the web application.
7. Provide a File Transfer Protocol (FTP) site for the Village to upload information related to the web application (if required).
8. Services are provided in accordance with Attachment 1 "Web Data Storage and Hosting Services Terms and Conditions"

~ 8179000 Miscellaneous Project Files > 709 Misc GIS > Agreements > Kaplan-20090113-Palos Park Web Hosting and Maintenance Agreement.doc ~





Ms. Rachael Kaplan  
2009-2010 GIS Web Data Storage, Hosting, and Maintenance Services Agreement  
January 13, 2009  
Page 2

9. Web Data Storage and Hosting Service fees are due within 30 days of the invoice date.
10. Ruekert/Mielke reserves the right to terminate the Web Data Storage and Hosting Services if payment is not received within the required timeframe.
11. Technical Support – 24 hours and day, 7 days per week.

An invoice for the Web Hosting Services will be forwarded separately.

If you should have any questions or need assistance regarding this matter, please contact me at 262-542-5734, Ext. 3002.

Very truly yours,

RUEKERT/MIELKE

Thomas J. Tym  
Principal/Technology Services  
Department Head

TJT:jkc

Enclosures

cc: File

March 17, 2009

Ms. Rachael Kaplan  
Public Works Director  
Village of Palos Park  
8999 West 123rd Street  
Palos Park, IL 60464

Re: 2009-2010 GIS Web Data Storage, Hosting, and Maintenance Services Agreement

Dear Rachael:

Enclosed is one fully executed copy of the agreement mentioned above for your files as requested.

If you should have any questions or need assistance regarding this matter, please contact me at 262-542-5734, Ext. 3002.

Very truly yours,

RUEKERT/MIELKE



Thomas J. Tym  
Principal/Business Development

TJT:jkc

Enclosure

cc: File