

## RESOLUTION NO. R2025-\_\_

### A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CULTIVATE GEOSPATIAL SOLUTIONS, LLC FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) MANAGEMENT SERVICES

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City has identified the need to obtain Geographic Information Systems (GIS) management services for the City, including data services, asset management and software development (collectively, the “**Services**”); and

WHEREAS, Cultivate Geospatial Solutions, LLC (“**Consultant**”) submitted a proposal to perform the Services during the 2025-2026 Fiscal Year in the amount of \$120,000.00; and

WHEREAS, the City desires to enter into a professional services agreement with Consultant for the performance of the Services during the 2025-2026 Fiscal Year in the not-to-exceed amount of \$120,000.00 (“**Agreement**”); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with Consultant for the Services at the price proposed;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with Consultant in the amount of \$120,000.00 is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Agreement only after receipt by the City Administrator of the executed Agreement from Consultant; provided, however, that if the City Administrator does not receive the executed Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

*[Voting Record and Signature Page Follows]*

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**AGREEMENT**

**CITY OF WARRENVILLE  
PROFESSIONAL SERVICES AGREEMENT  
FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) MANAGEMENT SERVICES**

**THIS AGREEMENT (“Agreement”)** is dated as of the 16<sup>th</sup> day of June, 2025 (**“Effective Date”**) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (**“City”**), and **CULTIVATE GEOSPATIAL SOLUTIONS, LLC**, an Indiana limited liability company (**“Consultant”**) (collectively, the **“Parties”**).

**IN CONSIDERATION OF** the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City’s statutory and home rule powers, the Parties agree as follows:

**SECTION 1. SCOPE AND PROVISION OF SERVICES.**

**A. Services.** The City hereby engages the Consultant to provide Geographic Information Systems (GIS) management services for the City (**“Services”**), which Services are further described in the proposal submitted by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and in accordance with the Scope of Services.

**B. Commencement; Term.** The Consultant will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until, and including, April 30, 2026 (**“Term”**). Upon the expiration of the Term, the Parties may mutually agree in writing to renew this Agreement for up to two additional one-year terms.

**C. Reporting.** The Consultant will regularly report to the City regarding the progress of the Services during the term of this Agreement.

**D. Relationship of the Parties.** The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and the Consultant; or (ii) create any relationship between the City and any subcontractor of the Consultant.

**E. Information Releases.** The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the City.

**F. Mutual Cooperation.** The City will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the City may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the work and with any other consultants engaged by the City.

**G. Compliance with Laws and Grants.**

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and

completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation 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, creed, color, national origin, age, sex, 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 will also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services.

2. The Consultant will 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 or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT.**

**A. Compensation.** The total amount billed by the Consultant for the Services during the Term of this Agreement will not exceed \$120,000.00 ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the City.

**B. Invoices and Payment.** The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

**C. Records.** The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

**D. Claim in Addition to Compensation.** If the Consultant claims a right to additional compensation as a result of action taken by the City, the Consultant must provide written notice to the City of the claim within thirty days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement.

**E. Taxes, Benefits, Royalties.** The Compensation excludes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, but includes all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any included tax, contribution, premium, costs, royalties, or fees.

**F. Completion and Acceptance of Services.** The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

**G. Additional Services.** The City will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of the City Administrator after approval in accordance with applicable procedures.

**H. No Additional Obligation.** The City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

### **SECTION 3. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the City's prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Term as a result of any termination, reassigning, or resignation.

**B. Availability of Personnel.** The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

**C. Approval and Use of Subcontractors.** The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon reasonable request from the City, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Term as a result of any removal or replacement.

**SECTION 4. TERMINATION.** Notwithstanding any other provision hereof, the City may terminate this Agreement, at any time and for any reason, upon thirty days prior written notice to

the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

**SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.**

**A. Confidential Information.** In the performance of this Agreement, the Consultant or City may have access to or receive certain information in the possession of the other party hereto that is not generally known to members of the public (“**Confidential Information**”). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant and City must not use or disclose any Confidential Information without the prior written consent of the other. If either party has any doubt about the confidentiality of any information, then the receiving party must seek a determination from the disclosing party regarding the confidentiality of the information. The receiving party and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the receiving party must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The receiving party may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the receiving party. If the receiving party is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the receiving party must immediately give notice to the disclosing party with the understanding that the disclosing party will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The receiving party must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the receiving party.

**B. Ownership.** The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the City. At the City’s request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the City. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed “works for hire” within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a “work for hire,” the Consultant irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Consultant will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the City’s data in the format requested by the City. If any of the above items are lost or damaged while in the Consultant’s possession, those items will be restored

or replaced at the Consultant's expense. Notwithstanding the foregoing, any modification or reuse of the work product for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

**C. Freedom of Information Act and Local Records Act.** The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the City requests records from the Consultant, the Consultant shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

**D. Injunctive Relief.** In the event of a breach or threatened breach of this Section 5, either party hereto may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the receiving party agrees that the disclosing party will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the disclosing party may have in equity, by law or statute. The receiving party will fully cooperate with the disclosing party in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the disclosing party in any notification efforts required by law.

## **SECTION 6. WARRANTY.**

The Consultant warrants that the Services will be performed in accordance with the ordinary standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

## **SECTION 7. CONSULTANT REPRESENTATIONS.**

**A. Ability to Perform.** Consultant represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**B. Authorization.** The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

**C. Company Background.** The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify the City in writing of any material change to or about the Consultant, including without limitation to change in ownership or control.

**D. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**E. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the 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 Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City 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 is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the City for all loss or damage that the City may suffer, and this Agreement will, at the City's option, be null and void.

**F. Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

**G. No Default.** The Consultant is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

**H. No Legal Actions Preventing Performance.** As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

**I. Patriot Act Compliance.** The Consultant represents and warrants to the City that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant

must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

**SECTION 8. INDEMNIFICATION; LIMITATION OF LIABILITY; INSURANCE; NO PERSONAL LIABILITY.**

**A. Indemnification.** The Consultant agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any third-party claims for personal injury or property damage that may be asserted at any time against any of those parties to the extent arising from Consultant's grossly negligent acts or omissions or willful misconduct in Consultant's performance, or failure to perform, all or any part of the Services under this Agreement; provided, however, that this indemnity does not, and will not, apply to willful misconduct, negligence or gross negligence on the part of the City.

**B. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO THE OTHER PARTY, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE.**

**C. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant will provide City notice of any change or modification that reduces required insurance coverages under this Agreement. The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

**D. No Personal Liability.** No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

## **SECTION 9. DEFAULT.**

**A. Default.** If the City determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within thirty days after the Consultant's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

**B. Remedies.** In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

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

## **SECTION 10. GENERAL PROVISIONS.**

**A. Amendment.** No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

**C. City Actions, Consents, and Approvals.** Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Administrator or their designee, to the extent provided for by law.

**D. Binding Effect.** The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

**E. Notice.** Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this

Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Warrenville  
3S258 Manning Avenue  
Warrenville, IL 60555  
Attention: Philip Kuchler, Public Works Director  
E-mail: pkuchler@warrenville.il.us

With a copy to:

Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60650  
Attention: Brooke Lenneman  
E-mail: brooke.lenneman@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Cultivate Geospatial Solutions, LLC  
3500 DePauw, Suite 10807  
Indianapolis, IN 46062  
Attention: Tom Brenneman  
Email: tbrenneman@cultivategeospatial.com

**F. Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of the Consultant and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

**G. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

**H. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**I. Governing Laws.** This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**J. Venue.** Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the 18<sup>th</sup> Judicial Circuit Court of

DuPage County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois.

**K. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Scope of Services and the Services.

**L. Non-Waiver.** No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**M. Exhibits. Exhibits A and B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

**N. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

**O. Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

**P. Interpretation.** This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

**Q. Survival.** The provisions of Sections 6, 7, and 8 will survive the termination or expiration of the Agreement.

**R. Calendar Days; Calculation of Time Periods.** Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

**S. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

**CITY OF WARRENVILLE**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Administrator

ATTEST:

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**STATEMENT OF WORK**

Philip Kuchler, PE  
Public Works Director  
City of Warrenville  
3S258 Manning Avenue  
Warrenville, IL 60555  
Phone: 630-836-3033  
[pkuchler@warrenville.il.us](mailto:pkuchler@warrenville.il.us)

RE: Proposal for Enterprise Service Plan (ESP) Renewal

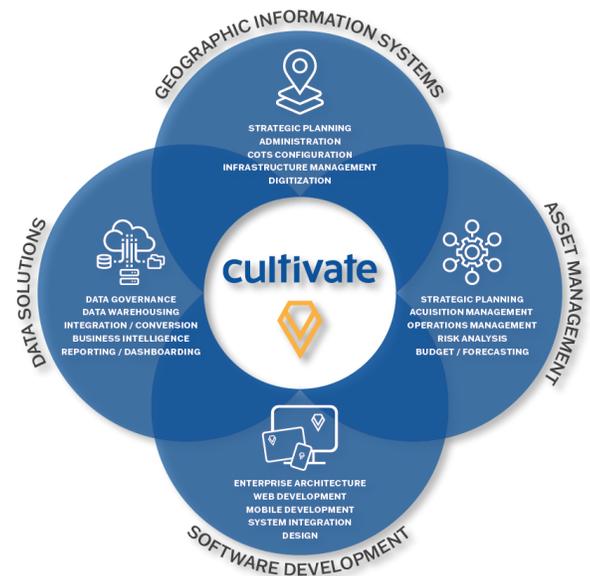
**Cultivate Geospatial Solutions, LLC (CGS)**, is pleased to present our proposal for renewal of the Cultivate Enterprise Service Plan (ESP) that offers continued GIS Program Management professional services for the City of Warrenville, Illinois.

### CGS Company Overview

CGS focuses on providing technical consulting services for local government organizations. Specifically, CGS excels at providing innovative GIS and asset management solutions for our clients. Assessments, strategies, and tactics are a hallmark activity for the CGS team. Managed by professionals with extensive GIS experience, CGS' headquarters are in Indianapolis, IN, with regional offices in Atlanta, GA; Noblesville, IN; Columbus, OH; Shell Lake, WI; Orlando, FL; Louisville, KY; Bend, OR; Fort Collins, CO; and Tampa, FL, with additional staff throughout the country. CGS is also an accomplished **Esri gold-level Business Partner**. Our website is [www.cultivategeospatial.com](http://www.cultivategeospatial.com)

CGS team members provide custom, automated, GIS and/or web-based software solutions that increase efficiency and usability while reducing workload and cost. CGS uniquely offers all the necessary cutting-edge services integrated within one company. CGS is a highly adaptable technology leader and custom software development firm specializing in GIS implementation and web and database applications.

We excel in the design, development, and implementation of information systems as well as the creation of custom interactive websites that meet the demands of decision-makers.



*Cultivating Infrastructure Leadership through GIS, AM, and Data Intelligence Software Solutions.*

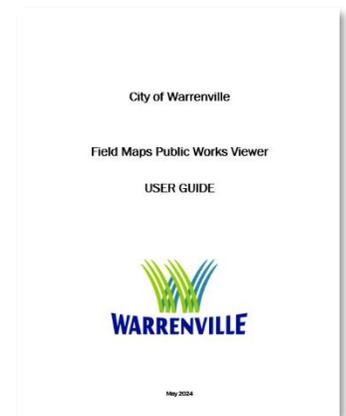




**CGS Professional Services Offerings**

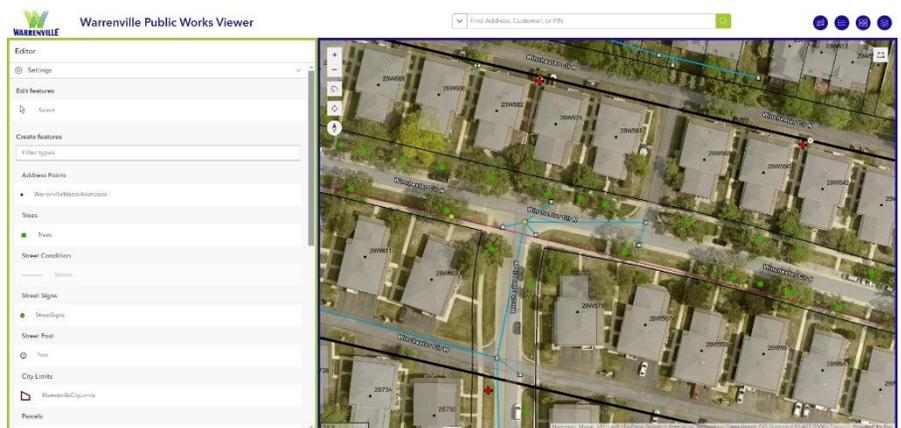
CGS services have evolved in alignment with the GIS industry. This is because many of the members of CGS are pioneers in the field and are active today. Most CGS members have worked directly for local or state governments, and all have served many years in delivering GIS-based solutions and plans. At a high level, the following key services are offered by CGS:

**GIS Services:** Strategic Planning Administration, COTS Configuration, and Infrastructure Management Digitization. Our GIS-centric solutions optimize the use of location data to ensure business goals are achieved and ROI (return on investment) is high.



**Data Services:** Data Governance, Data Warehousing Integration and Conversion, and Business Intelligence Reporting/Dashboarding. Data holds the answers to today's and tomorrow's questions. CGS has a wide range of supporting services to help organizations achieve data governance (policy), design, business intelligence, dashboarding, security, and systems integration. As a turn-key solution provider, we have experience in both back-office and end-user development.

**Asset Management:** Strategic Planning, Acquisition Management, Operations Management, Risk Analysis, and Budget/Forecasting. Asset management is more than software; it is the harmony of People, Process, Data, and Technology, all working towards a common goal – getting the agency's assets to deliver value to stakeholders at the lowest



cost and least risk. CGS offers a range of services, including asset management maturity assessments, specialized asset management training, to realignment of the City's GIS and BS&A EAM/CMMS (enterprise

asset management and computerized maintenance management systems) to ensure measurable progress towards asset management goals.

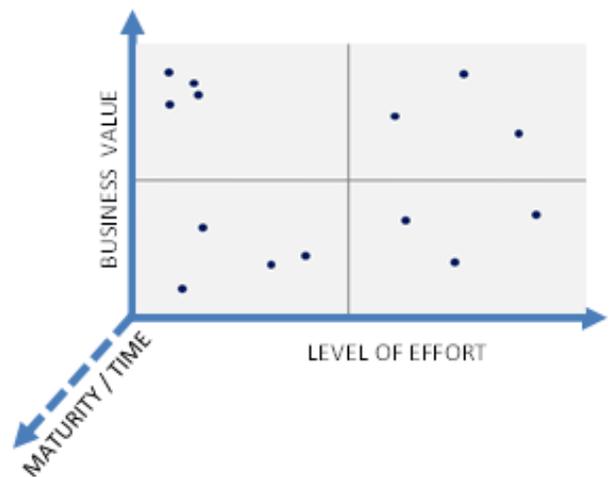
**Software Development:** Enterprise Architecture, Web Development, Mobile Development, and System Integration Design. Geographic Information System Web and Database applications development is our specialty. CGS has many years of experience designing and building award-winning custom software tailored to meet specific client needs.

**CGS Key Differentiators**

**Enterprise GIS Program Strategic Planning Expertise:**

CGS excels in guiding our municipal clients through the process of Enterprise GIS Program Strategic Planning, leveraging our comprehensive Discovery analysis process. Through this process, clients receive a thorough assessment of their GIS needs, challenges, and opportunities. Key deliverables include:

- Identification of current GIS capabilities and gaps.
- Analysis of organizational objectives and requirements.
- Development of an updated City GIS Program roadmap outlining strategic goals and actionable steps, with recommendations for optimizing resources and maximizing the City’s GIS Program return on investment (ROI).



**City of Warrentville GIS Work Program Needs (2025-2026)**

The following City GIS Program tasks have been identified through a comprehensive discovery process conducted with each Department. CGS will collaborate closely with City staff to ensure task prioritization aligns with departmental and organizational business needs.

Ticket ID	Summary
<a href="#">CWI-162</a>	Review Remaining Data With Staff
<a href="#">CWI-163</a>	Remove/Republish Data Based on Findings.
<a href="#">CWI-165</a>	Mapping of businesses across Warrentville
<a href="#">CWI-167</a>	Self-serve GIS mapping for printing abilities.
<a href="#">CWI-187</a>	DuPage County GIS Services Location
<a href="#">CWI-213</a>	AGOL Data Backup Solution
<a href="#">CWI-231</a>	Create a New Feature Class for Guard Rails, Fences, and bridges
<a href="#">CWI-236</a>	Work with Zach to Update Attributes on Data CGS (Matt) Digitized.

Ticket ID	Summary
<a href="#">CWI-237</a>	Torch Parkway Area Updated Data Search Required
<a href="#">CWI-239</a>	Update Scripts for updating the Unique IDs to Run Automatically Each Night
<a href="#">CWI-242</a>	Community Development Draft Maps
<a href="#">CWI-247</a>	Add As-Built Data to GIS Old Towne #2
<a href="#">CWI-248</a>	Available Properties and Businesses Application
<a href="#">CWI-251</a>	ReMap VUEWorks Maps
<a href="#">CWI-26</a>	GIS Data Governance
<a href="#">CWI-29</a>	GIS Reporting and Mapping Enhancements
<a href="#">CWI-35</a>	Capital Improvement Project Dashboard
<a href="#">CWI-36</a>	Parks and Recreation Dashboard
<a href="#">CWI-37</a>	Tree Trimming Dashboard
<a href="#">CWI-38</a>	Permit Reports
<a href="#">CWI-39</a>	Retail Space Reports
<a href="#">CWI-41</a>	Public Works Maps and Reports
<a href="#">CWI-42</a>	Hydrant Flushing
<a href="#">CWI-43</a>	Main Repairs
<a href="#">CWI-44</a>	Flow Rates
<a href="#">CWI-45</a>	Street Improvements
<a href="#">CWI-46</a>	Trail Locations
<a href="#">CWI-47</a>	ADA Self-Evaluation
<a href="#">CWI-48</a>	Transportation Recommendations
<a href="#">CWI-49</a>	Project Status and Completions
<a href="#">CWI-50</a>	Utility Permit Map (Public Facing)
<a href="#">CWI-51</a>	Tree Planting Program
<a href="#">CWI-52</a>	Brush Pickup Service
<a href="#">CWI-53</a>	Snow Removal
<a href="#">CWI-54</a>	Adoption Programs
<a href="#">CWI-55</a>	Facilities
<a href="#">CWI-56</a>	Street Lights
<a href="#">CWI-57</a>	Climate Action Plans
<a href="#">CWI-58</a>	Tree Cover
<a href="#">CWI-59</a>	Parking Lots
<a href="#">CWI-6</a>	Review All AGOL Data With Jack and Departments
<a href="#">CWI-60</a>	Finance Maps and Reports
<a href="#">CWI-61</a>	Garbage Day Online
<a href="#">CWI-62</a>	Branch Pick-up weeks
<a href="#">CWI-63</a>	Track Revenue Remitters

Ticket ID	Summary
<a href="#">CWI-64</a>	Police Maps and Dashboards
<a href="#">CWI-65</a>	Police/Citizen Contact.
<a href="#">CWI-66</a>	Traffic Stops
<a href="#">CWI-67</a>	Hours of Work (Ratio of Productivity) per officer
<a href="#">CWI-68</a>	Area of concern in speeding areas
<a href="#">CWI-69</a>	Tickets (MDT) County dataset
<a href="#">CWI-70</a>	Parking (currently Paper) - moving to digital link to GIS
<a href="#">CWI-71</a>	Traffic Reports - sent to City for engineering review
<a href="#">CWI-72</a>	Maps of what happened in traffic accidents
<a href="#">CWI-73</a>	Traffic Study History
<a href="#">CWI-75</a>	Case Management
<a href="#">CWI-76</a>	Rental Properties Map
<a href="#">CWI-77</a>	Comprehensive Citywide Dashboard Viewer
<a href="#">CWI-79</a>	Public Works
<a href="#">CWI-80</a>	ADA Compliance
<a href="#">CWI-81</a>	Cad to GIS
<a href="#">CWI-82</a>	5 GIS Business Systems Support and Integration
<a href="#">CWI-83</a>	Fleet GIS Needs
<a href="#">CWI-84</a>	Building Permits
<a href="#">CWI-85</a>	Cultivate Mapping with Analytics Implementation: ERP and EAM Integration
<a href="#">CWI-86</a>	6 Enterprise GIS Implementation
<a href="#">CWI-87</a>	Mobile Applications
<a href="#">CWI-89</a>	Developer view of utilities, access points
<a href="#">CWI-90</a>	Establish Spatial Database Engine (SDE)
<a href="#">CWI-91</a>	Document Management
<a href="#">CWI-92</a>	Movement in Web-GIS
<a href="#">CWI-94</a>	Warrenville Destination Map (Tourism/Arts Commission Map)

### GIS Program Implementation Methodology

Initialization begins with discussing the City’s expectations, project requirements, and goals, as well as identifying available and relevant information pertinent to fulfilling the City’s GIS needs, any known issues, and requirements associated with the GIS system, as well as discussing



project management and communication protocols. Our team will next work with the City to identify and plan priority projects and supporting GIS applications as part of the GIS Program. The outcomes of the planning phase will be a prioritized list of projects/applications/dashboards/etc. Centered on optimizing the City’s GIS Program and the documented steps required to execute it. Next, GIS projects will be

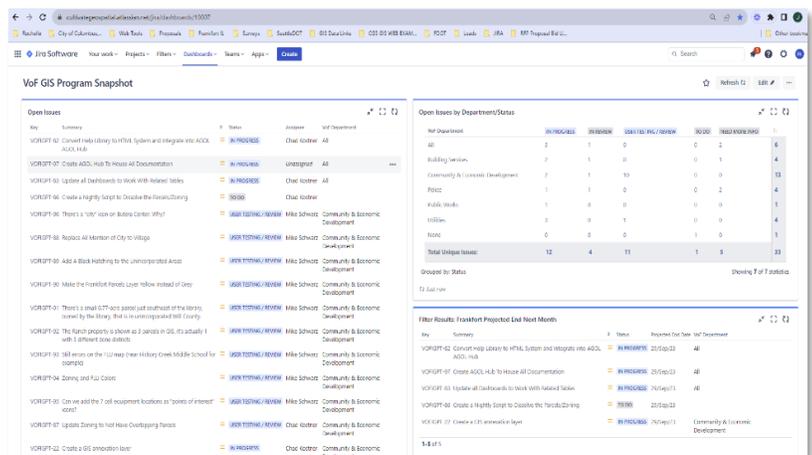
undertaken using the previously designed agile methodology until completion and will include structured training, documentation, and administrative knowledge transfer.



### Project Task-Level Ticketing System Overview

CGS will continue to utilize the existing GIS project task ticketing system in JIRA. The benefit of the ticket tracking system is to communicate and collaborate with the City on ticket needs and status, as constant communication between CGS and the City is critical to the success of the project. Each task will be assigned a date entered, project description, priority status, and project end date, and will allow for in-ticket project team collaboration between the CGS staff originator and the affiliated City Department. Once a ticket is created, a notification is sent to the CGS task owner and the City stakeholder to whom the ticket is affiliated.

CGS will continue to leverage its Administrative Project dashboard that shows the full GIS Program ticket snapshot of work, where certain **City staff JIRA notifiers will have the ability to view any ticket 24/7**. Our monthly invoices will continue to include an easy-to-read status report for the City’s Project Manager/Point of Contact (POC) showing project-level tickets completed for the month, a snapshot of next period tickets anticipated to be conducted, and hours worked on each project. Furthermore, CGS will provide high performance in project leadership, schedule management, tracking budget and expenditures, quality control, and assurance, maintain accurate record keeping and follow-up on all action items, and shall deliver services within the established budget. Changes to the scope that impact or may impact the project budget or cost shall be identified and brought to the City’s attention in a timely fashion such that appropriate measures can be developed, and actions taken to avoid or control potential impacts. As per the Communication Plan developed in the Project Plan documentation, CGS will attend meetings as determined to be appropriate and needed in the various tasks, as well as prepare all related agendas. All agendas and supporting information shall be distributed via email to the City’s project manager/POC at least one (1) business day before any meetings.



Sample Existing VOF CGS JIRA GIS Program Overview Dashboard

## CGS Technology Understanding and Skills

Members of the CGS team have expertise in the following technologies, as an example: Microsoft .NET technologies, ArcGIS Enterprise, ArcGIS Pro Desktop, ArcMap, Esri Mobile Apps (Field Maps, Survey123, Workforce, QuickCapture), ArcGIS Runtime SDK for .NET, Leaflet, and Google Maps. Building web mapping applications on Microsoft's ASP.NET MVC framework, BS&A, SQL Server, HTML5 and backbone.js, iOS, Android, and Windows operating systems, Xamarin, ArcGIS Runtime SDK for .NET, HTML, CSS, JavaScript, Python scripting, C#, VB, PHP, JavaScript, React Native, HTML, CSS, Max OS X / Server, Windows, Unix, Linux, Adobe Creative Suite, Visual Studio, Eclipse, Databases: MS SQL, Oracle, PostgreSQL, MySQL, Access, VUEWorks EAMS (Desktop/Mobile Apps), Microsoft ASP .NET MVC framework, in addition to extensive experience designing, developing, and managing web applications, databases and mobile-friendly websites. CGS team members have experience and training in application development security standards according to ASP.NET, with contributions to the Open Web Application Security Project (OWASP). In addition, Microsoft SQL Server, Transact-SQL Extract, Transform, and Load (ETL), and tabular data modeling. Microsoft Power BI, SQL Server Reporting Services, SQL Server Integration Services, FME Workbench, and FME Flow. Also inclusive is experience with server and network infrastructure to ensure that reporting systems operate efficiently and do not impede the performance of other systems. Specialty areas include, but are not limited to:

- **Analytics / Business Intelligence:** SQL Server including integration services, analysis services, and reporting services; Microsoft Excel and advanced knowledge of the Excel data model; Microsoft Power BI; MySQL; SQLite; Oracle; Python; VBA; DAX
- **Server Infrastructure:** Windows Server, Microsoft Active Directory, Microsoft Hyper-V, Microsoft Exchange, Microsoft SQL Server Administration, Microsoft IIS, GNU / Linux (CentOS, Debian, Gentoo)
- **Network Infrastructure:** Cisco Voice and Unified Communications, Cisco Contact Center, routing and switching, Adaptive Security Appliance (ASA) Firewall, VLAN (802.1q, LACP), DHCP, DNS, NTP, SNMP, TFTP

## Cost Proposal

CGS is pleased to present our **Enterprise Service Plan (ESP) subscription** for the City to continue to meet the City's GIS Program business needs for all Departments. Key benefits of the CGS ESP include:

- **The City gains access to the entire CGS Team to support the Department business needs with Esri software technology.** CGS knows the best way to have a successful partnership is for our technical advisor to stay engaged with customer organizations. **The City's staff needs will always be our priority!**
- CGS will follow the GIS task ticketing process as defined in the Project Task-Level Ticketing System Overview section previously.

- Support Hours: Live support hours are from 7:00 a.m. to 6:00 p.m., Central Time. **CGS understands that we will need to be available to assist the City in resolving emergency GIS web application system outages.** This level of support may need to occur after business hours and/or on weekends. We currently have these types of policies in place with other existing customers.
- Support Channels include: Phone, Email, Chat, Online, Teams, or another City-approved webinar interface.
- Support Team: Includes individuals with knowledge of all system components.
- **Call Tracking: JIRA** is utilized to track support calls and ad-hoc needs requests. Responses are typically handled on the initial support call. Callback guarantees the same day, and typically **within 1-2 hours** is expected.

### City Benefits of CGS' ESP:

The following list describes specific examples and benefits for the City through the ESP:

- Work with the GIS team to develop an actionable list of tasks to advance the City's GIS Program
- Assistance with full administration of the City's ArcGIS Online environments for all City Departments.
- Continue to support public-facing GIS web map applications for City citizens
- Continue to support field editing GIS capabilities and tool applications for all Departments.
- The City will have direct access to CGS's top talent for asset management and enterprise GIS support, including certified GIS Professionals (GISPs and asset management subject matter experts.
- Access to a "bench" of talent reduces potential disruption resulting from extended leaves or staff leaving the organization or simply taking vacations.
- Access to expertise in the development of global strategies for the City.

### CGS' Assumptions:

- The City will continue to purchase Esri ArcGIS Online software licensing to support the City's GIS Program needs, and the City will provide CGS technical staff with access to databases and systems, as needed to accomplish GIS task needs.

If this proposal meets the City’s satisfaction, please sign and email a digitally scanned copy of this agreement found on the following page to me at [dlynch@cultivategeospatial.com](mailto:dlynch@cultivategeospatial.com). We sincerely appreciate the opportunity to continue to serve the City of Warrenville for years to come.

**Proposed Costs**

An annual Cultivate Enterprise Service Plan (ESP) that covers GIS Program Management professional services for the City of Warrenville is outlined in the table below:

CGS SERVICES DESCRIPTION	ESP YEAR 2 (2025-2026)
<p><b>Cultivate Enterprise Service Plan (ESP) – serves as Annual GIS Manager Staff Augmentation for City’s GIS Program</b></p> <p><b>*CGS is providing its flagship Cultivate Mapping with Analytics software to the City at no extra cost. CGS staff will implement and configure the software under the City’s ESP.</b></p> <p><b>**Annual ESP renewal date is May 31.</b></p>	<p><b>\$120,000</b></p> <p><b>Billed Monthly at \$10,000</b></p>

NOTE: Renewal for ESP is to be given via written notification 60 days before the expiration of the agreement.

Sincerely,

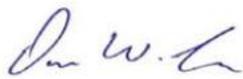


Douglas Lynch, GISP  
Principal, Director of Government Solutions

**Authorization Signatures:**

**Cultivate Geospatial Solutions, LLC**

**City of Warrenville, Illinois**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: Douglas Lynch, GISP

Name:

Title: Principal, Director of Government Solutions

Title:

Date: 5/28/25

Date:

Email: [dlynch@cultivategeospatial.com](mailto:dlynch@cultivategeospatial.com)

Email:

## EXHIBIT B

### INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:
    - \$500,000 injury-per occurrence
    - \$500,000 disease-per employee
    - \$500,000 disease-policy limit
- Insurance will evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
- All employees will be included as insureds.
- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:
- \$2,000,000 Bodily Injury and Property Damage Combined Single Limit
- Coverage is to be written on an "occurrence" basis.
- Coverages will include:
- Broad Form Property Damage Endorsement
  - Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.
- F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Warrenville including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

## **GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER**

The City has developed digital map information through Geographic Information Systems Technology (“**GIS Data**”) concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the City will be limited to the scope of the work that the Consultant is to provide for the City;
2. **Purpose of GIS Data.** The Consultant will limit its use of the GIS Data to its intended purpose of furtherance of the Services; and
3. **Agreement with Respect to GIS Data.**
  - a. **Trade Secrets of the City.** The GIS Data constitutes proprietary materials and trade secrets of the City and is the property of the City;
  - b. **Consent of City Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the City.
  - c. **Supply to City.** At the request of the City, the Consultant will provide the City with all information that has been developed by the Consultant based on the GIS Data;
  - d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use of the GIS Data; and
  - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the City, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the City will be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the GIS Data has been discontinued.