



Gateway Mapping, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

1202-457

GMI Project No.: 50-12-016
GMI Project Manager: NBF

This Agreement is entered into and effective this 8th day of March, 2012, between Santaquin City, hereinafter referred to as the "CLIENT" and Gateway Mapping, Inc., a Utah corporation ("GMI"),

RECITALS:

WHEREAS, the CLIENT desires GMI to perform Geographic Information Systems ("GIS") services and/or support pertaining to a cemetery records management system (the "Project"). and

WHEREAS, GMI is willing to provide GIS services to the Client as set forth on page two (or as delineated in *Attachment 1*, if provided) for the fee set forth below.

AGREEMENTS:

NOW, THEREFORE, the CLIENT and GMI, in consideration of the above Recitals and their mutual covenants herein, agree as follows:

MUTUAL RESPONSIBILITIES

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. The CLIENT and GMI will avoid hindering the other's performance; will work diligently to fulfill their respective obligations; and will cooperate in the common endeavor of the Agreement.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT has provided or will provide to GMI complete and accurate details and full information of the CLIENT's requirements, including design objectives and constraints, capacity and performance requirements, flexibility and expandability, and schedule expectations that were used to determine the Services set forth on page 2 (or as delineated in *Attachment 1*, if provided). GMI has relied upon such details and information from the Client setting the Services and the fees for such Services and budgetary limitations, and all necessary information upon which GMI can rely for completeness and accuracy.

The accuracy and detail of the digital map GMI creates will reflect the information provided by the CLIENT. Therefore, it is important that the CLIENT carefully review the existing maps for currency and accuracy and provide GMI with the best information possible. The CLIENT must also provide the following information to create the digital map.

The CLIENT will furnish to GMI, as required for performance of the Services, computer hardware and software information, data gathered by CLIENT or prepared by others, paper and digital files, surveys of record, property descriptions, dimensions, and other special data, consultations, and any other information requested by GMI, all of which GMI may use and rely upon for completeness and accuracy in performing the Services.

CLIENT will timely review drafts of information and materials delivered by GMI ("Deliverables"), which may include Data or other matters to be delivered to CLIENT as a Service.

The CLIENT will also furnish to GMI:

- A clean copy of the paper map(s) of the cemetery. The paper map(s) should be reviewed for completeness and accuracy. It is okay to hand-write notes showing locations and dimensions of key cemetery features. Notes should include information relative to the number of graves per lot and the grave numbering configuration.
- A copy of the Microsoft *Excel* file and if possible, the GIS files.
- Cemetery Boundary dimensions.
- Section dimensions and the number of blocks in each section and lots and graves in each block.
- Legible text on all sections, blocks, lots, and graves so GMI can create a unique grave address.
- Location and exterior dimensions of on-site structures or key features you want mapped.
- Road widths and locations.
- Pelorus data in a standard flat file, delimited format.
- The accuracy and detail of the digital map and database GMI creates will reflect the information provided by the CLIENT. Therefore **the CLIENT should take time to review the Pelorus records and make sure each one is current, accurate, has a unique grave address, and there are no duplicate records.**

PROJECT REPRESENTATIVES

The following designated "Authorized Representatives" are authorized to receive notices, transmit information and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. The Authorized Representatives are not authorized to alter or modify the terms of this Agreement, the TERMS AND CONDITIONS attached hereto or any other Attachments to this Agreement.

For the CLIENT:

Name	<u>Shannon Hoffman</u>	Work telephone	<u>801-754-3211</u>
Address	<u>45 West 100 South</u>	Home/cell phone	<u></u>
	<u>Santaquin, Utah 84655</u>	FAX telephone	<u>801-754-1620</u>
	<u></u>	E-mail address	<u>shoffman@santaquin.org</u>

For GMI:

Name	<u>Neal Fraser</u>	Work telephone	<u>801-221-7656</u>
Address	<u>240 West Center Street, Suite 200</u>	Cell phone	<u>801-669-3203</u>
	<u>Orem, Utah 84057</u>	FAX telephone	<u>801-226-0394</u>
	<u></u>	E-mail address	<u>nfraser@jub.com</u>

In the event any changes are made to the Authorized Representatives or other contact information listed above, the CLIENT and GMI will furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY GMI

GMI will perform the Services set forth as follows, (or as delineated in *Attachment 1*, if provided): **See Attachment 1**

However, GMI may perform "Additional Services" at the request, acquiescence or knowledge of the Client. The Additional Services may be requested orally by the Client or may be set forth in a supplement titled *Authorization for Additional Services*.

SCHEDULE OF SERVICES TO BE PERFORMED

GMI will perform said services set forth as follows, (or as delineated in *Attachment 1*, if provided): **See Attachment 1**

The delivery dates will be adjusted for any changes in scope, character or size of the Project as requested by the Client or for delays beyond the control of GMI.

FEE AND REIMBURSABLE EXPENSES

The CLIENT will pay GMI for their Services and reimbursable expenses as follows (or as delineated in *Attachment 1*, if provided): **See Attachment 1**

Reimbursable expenses are expenditures by GMI for items or services purchased by GMI from third parties in furtherance of performing Services, including without limitation, special printing, mailing and shipping, travel costs, per diem, and lodging.

☐ Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying GMI for Additional Services beyond those defined in this Agreement.

☒ No

☐ Yes *Retainer.* If "YES", the CLIENT will pay GMI a retainer of \$_____ prior to the notice to proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.

☒ No

Any Additional Services that GMI performs for the Client, as described above, that is not set forth in an *Authorization for Additional Services* shall be paid by the Client to GMI on a time and materials basis.

File Folder Title: Santaquin City Cemetery Records Management System

Remarks:

A notice to proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE HEREBY MADE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. The parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:

Santaquin City

NAME

45 West 100 South

STREET

Santaquin, Utah 84655

CITY / STATE / ZIP CODE



BY (Signature)

James E DeGraffenried

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

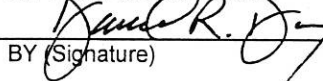
GATEWAY MAPPING, INC.:

240 West Center Street, Suite 200

STREET

Orem, Utah 84057

CITY / STATE / ZIP CODE



BY (Signature)

David Day/President

NAME / TITLE

☒ Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee

☐ Attachment 2 – Special Provisions

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 5/11

Gateway Mapping, Inc.
TERMS AND CONDITIONS to the
AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL

Standard of Professional Care. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. The CLIENT acknowledges and agrees that if the requirements governing the Project are found to be ambiguous or otherwise subject to various and possibly contradictory interpretations; GMI is only responsible to use its reasonable professional efforts and judgment to interpret such requirements.

Omissions or Acts of Others. GMI shall not be responsible for acts or omissions of any other party involved in the Project, including, without limitation: the failure of a third party to follow GMI's recommendations; the means, methods, techniques, safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and any contact or action of the CLIENT or others with third parties. CLIENT, therefore, indemnifies and holds GMI harmless from the actions and omissions of CLIENT and third parties involved in the Project.

Limitation of GMI Signing Documents. GMI shall not sign any documents that would require GMI to certify, guarantee or warrant the existence of conditions whose existence GMI cannot ascertain. The CLIENT will not make resolution of any dispute with GMI or payment of any amount due to GMI in any way contingent upon GMI signing any such certification.

Client Responsible for Taxes. Any sales tax or other tax on the Services rendered under this Agreement shall be the obligation of and be paid by the CLIENT.

Data. "Data" is printed materials, electronic files, and other communication or information formats whether developed by GMI or third parties. CLIENT acknowledges that Data may not be compatible with their own computer system and may be subject to translation errors or undetectable alteration or deterioration. GMI makes no representation regarding the integrity of the Data or the compatibility of the Data delivered with the CLIENT's computer system. The CLIENT is responsible to communicate hardware and software specifications in order to minimize incompatibilities.

Accuracy. Data accuracy is limited to the accuracy and tolerances of the Data generated by GMI or information provided by others. Data, therefore, shall not be considered an accurate representation of actual field conditions for any purpose including, but not limited to, design, construction, land surveying, property boundaries, or utility location. CLIENT indemnifies and holds harmless GMI from any claims, damages, or expenses that result from use of the Data by the CLIENT or third parties.

Release of Liability / Indemnification. Neither GMI nor its agents shall be liable for any damages arising out of the use or misuse of the Data or the means by which the Data is delivered, nor for any claim of any kind or nature, excluding GMI's negligence, arising out of or in any way related to the use or misuse of the Data whether such claim is based in contract, negligence or otherwise. Further, CLIENT hereby releases and shall, to the fullest extent permitted by law, defend, indemnify and hold GMI harmless from any and all claims, damages, losses and expenses ("claims") including attorney fees, arising out of or resulting from the use or misuse of the Data, including but not limited to, claims involving the completeness or accuracy of the Data.

NO WARRANTIES. GMI SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DATA WILL BE UNINTERRUPTED OR ERROR FREE. GMI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY ELECTRONIC "VIRUS," "ADWARE" OR "MALWARE" OR ANY FAILURE OF PERFORMANCE RESULTANT FROM USE OF THE DATA.

REUSE OF DOCUMENTS

Data. Data developed by GMI pursuant to this Agreement are instruments of service with respect to the Project in which GMI will retain a property interest whether or not the Project is completed. Data provided by a third-party will be subject to third-party reuse provisions.

Reuse License. GMI grants a nonexclusive, non-transferable license to the CLIENT to add to, modify, or allow third-party access to the Data for purposes of Geographic Information System ("GIS") operations and maintenance as well as review by the public as allowed in the CLIENT's GIS. Although CLIENT may add to, or modify the Data in connection with their GIS, CLIENT acknowledges and agrees that GMI shall retain a common law, statutory and other reserved rights, including the copyright thereto (except data owned or produced by a third party). GMI shall also retain all proprietary and intellectual rights in and to such information, including without limitation, copyright and trade secret rights. Further, CLIENT is not granted any rights in connection with any trademarks or service marks of GMI, any of its suppliers, or any third parties whose components are offered in conjunction with or as a component of the Data.

Reuse Restrictions. Reuse of the Data, including reuse or modification by the CLIENT or reuse by an entity not a party to this agreement, will be at CLIENT's sole risk and without liability or legal exposure to GMI. The CLIENT shall indemnify and hold GMI harmless from any claims, damages, losses and expenses arising out of or resulting from such reuse or modification.

TIMES OF PAYMENTS

GMI shall submit monthly statements for Services rendered and for expenses incurred to date, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of GMI's statement, the amounts due GMI will accrue interest at the rate of 1% per month from said thirtieth day. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, GMI may suspend performance of Services upon five (5) days' notice to the CLIENT. GMI shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, GMI shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for GMI to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by GMI.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, the Client will pay GMI for Services and Additional Services rendered and for expenses incurred. If the Agreement is terminated by the CLIENT for reasons other than GMI's material breach of this Agreement, or is terminated by GMI for CLIENT's material breach of this Agreement, the Client will pay GMI, in addition to any other remedies at law or equity, an allowance as determined by GMI, including but not limited to: the cost and expense GMI incurs in withdrawing its labor and resources from the Project, obtaining and engaging in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

The CLIENT is aware of the risks, rewards, and benefits of the Project and GMI's fees and reimbursements for the Services. To the fullest extent permitted by law, the total combined liability of GMI, its officers, employees, successors, partners, heirs and assigns to the CLIENT, for professional errors or omissions, directly or through third parties, for all injuries, claims, expenses, costs, fees, and legal fees, damages or claims of expenses arising out of this Agreement from any cause, shall not exceed the amount of GMI's fees paid on this Agreement. Such causes include, but are not limited to, GMI's negligence, errors, omissions, strict liability, and breach of this Agreement. In no event shall GMI be liable for any incidental, indirect or consequential damages.

GMI's liability for any cause or claim other than for professional errors or omissions, including, but not limited to, negligence, strict liability, or breach of contract or warranty, express or implied, shall not exceed the total insurance proceeds (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal) paid on behalf of or to GMI by GMI's insurers in settlement or satisfaction of such causes or claim under the terms and conditions of GMI's insurance policies applicable thereto.

GMI is not responsible for damages arising directly or indirectly from any delays for causes beyond GMI's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by GMI to perform its Services in an orderly and efficient manner, GMI shall be entitled to an equitable adjustment in schedule and compensation. To the extent allowed by law, CLIENT may not recover for economic loss from GMI through third parties.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, the CLIENT will indemnify and hold harmless GMI, its officers, employees, successors, partners, heirs and assigns (collectively, GMI) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project Site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of GMI.

RIGHT OF ENTRY

The CLIENT shall provide for GMI's right to enter the property owned by the CLIENT and others in order for GMI to fulfill the Services to be performed hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless GMI, its officers, employees, successors, partners, heirs and assigns (collectively, GMI) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the Project, Services, or discovery of hazardous materials or suspected hazardous materials on the property.

MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the execution of the Project or following the completion of the Project, the CLIENT and GMI agree that all disputes between them arising out of or relating to this Agreement, the Project, or the Services, except for the payment of GMI's fees and reimbursable expenses, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the Project, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

LEGAL FEES

In the event of any action brought by GMI to enforce the payment provisions of the Agreement, the prevailing party shall be entitled to such reasonable amounts for fees, costs and expenses including attorney's fees as may be set by a court.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and GMI and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and GMI.

SUCCESSORS AND ASSIGNS

CLIENT and GMI and their partners, successors to this Agreement, executors, administrators and legal representatives of such other party, each is hereby bound in respect to all the covenants, agreements and obligations of this Agreement. Neither CLIENT nor GMI may assign, sublet, or transfer any rights under or interest (including, without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against GMI. GMI's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against GMI because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold GMI harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement is to be governed by the laws of the state in which the Project is primarily located. Any action or proceeding arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of said state.



**GATEWAY
MAPPING
INC.**

a J-U-B Company

**Gateway Mapping, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES
Santaquin City Cemetery Records Management System**

Attachment 1 – Scope of Services and / or Schedule and / or Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, and/or Schedule of Services, and/or the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' dated March 8, 2012 and executed between GMI and CLIENT to which this exhibit and any other exhibits have been attached.

SCOPE OF SERVICES

GMI's Services under this Agreement are limited to the following:

1. Mapping Phase

The CLIENT has existing mapping information on hand-drawn maps, in a *Microsoft Excel* file, and some information in a Geographic Information System (GIS) format. Combined, these sources provide a basic layout of sections, blocks, lots, and graves. From this information as well as the information outlined under the CLIENT INFORMATION AND RESPONSIBILITIES section of the Agreement, GMI will create a digital map of the cemetery. This map will be synchronized with the cemetery data and will be easy for the CLIENT to maintain.

GMI will provide a draft copy of the digital map for the CLIENT to review, note corrections, and provide feedback. A final version will be created based on the CLIENTS comments and corrections.

2. Database Phase

There are two parts to the Database Phase – Data Structure and Data Linking.

a. Data Structure—The foundation for a cemetery database is the structure. A structure defines what information is to be recorded including names, dates, places, and other pertinent information about the deceased or the grave owner. Current cemetery data resides in a *Pelorus* database. GMI will review the *Pelorus* structure with the CLIENT to determine adequacy. GMI will design a new structure as per the CLIENT'S specifications.

b. Data Linking—GMI will work with the CLIENT to export cemetery data from *Pelorus* to the new records management software. Using existing data will eliminate the need for duplicating data entry. After GMI delivers the records management software, the CLIENT will be able to enter any remaining records not currently in *Pelorus* as well as edit existing records. It is important to note that there must be a one-to-one relationship between records in the database and grave spaces on the map. Thus, there must be a unique grave address with each burial record that corresponds to a mapped grave.

GMI will link the burial database to the digital map using the records management software. This process often exposes anomalies in the database or the map. GMI will provide a report of these anomalies for the CLIENT to resolve and correct. CLIENT will make the corrections in the records management software GMI delivers.

3. Software

Spatial GENERATIONS® is a powerful records management and map tool just for cemeteries. With Spatial GENERATIONS, the CLIENT will be able to view the map, search the database, divide grave spaces, enter and edit grave information, and generate reports. Spatial GENERATIONS operates in the *Microsoft Windows* environment.

4. Installation and Training

After the CLIENT reviews the map and approves the database structure, GMI will provide a CD with the maps, database structure, and software. GMI will spend time with CLIENT staff to install the software and provide training on how to load files, search and enter data, edit the map, and generate reports.

SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, GMI anticipates the following schedule for the Services listed:

In a timely manner upon receipt of necessary information and reviews from the CLIENT.

BASIS OF FEE

GMI's Basis of Fee for the Services listed in the Agreement is as follows:

Product deliverables will include:

- Digital map of the cemetery showing detail as provided by the CLIENT.
- Digital database with approved structure and Pelorus data linked to the map.
- Cemetery records management software - Spatial GENERATIONS.
- Two 3'x4' color wall maps of each cemetery.
- Online installation assistance and training.

Description	Cost
Mapping Phase	\$ 4,603.00
Database Phase	\$ 4,518.00
Installation and training - \$100/hour	(4 hrs. estimated) \$ 491.00
Software – 1 license(s)	\$ 1,195.00
Total	\$ 10,807.00
Contingency 20%. Billed with prior approval	\$ 2,161.40 *
Total with contingency	\$ 12,968.40

***Note** – we suggest a contingency be built into the budget for unforeseen issues such as additional mapping, grave splits, additional training, or more licenses of the software. Should any of these issues arise, we would call to authorize use of this money. If it's not needed, it will not be billed.

Technical Support/Software/Software Updates

Technical support calls are billed in 6 minute intervals at \$100/hour. Additional licenses of the software begin at \$895.25. Software patches are free. Software upgrade pricing will be announced as they become available.

Invoices will be generated monthly. The amount of each invoice will be based on the percent of work completed for the invoice period.

Additional Services

Tasks beyond the original scope, as requested by the CLIENT will be billed on an hourly basis and after prior approval.