

## **Contract for Implementation**

**City of Monmouth  
18365**

May 6, 2022



May 6, 2022

**Subject:**

City of Monmouth  
Ken Helms  
100 East Broadway  
Monmouth, IL 61462

CIMS PROPOSAL FOR THE CITY OF MONMOUTH

Dear Ken,

Thank you for using CIMS as your cemetery management software. Please know the Ramaker team realizes cemetery management software is a large but important investment. We respect your commitment to your cemetery, and we will dedicate ourselves to making sure your transition to CIMS Gold or Platinum is as smooth as possible.

CIMS excels over competing cemetery management solutions because our mapping technology and extensive database are the best in the industry. We have provided software to cemeteries for over 20 years and understand how they operate and what tools make a cemeterian's job easier. Every space in your cemetery will exist in the CIMS database, giving you real-time insights into what's sold and what's available.

Cemeteries choose CIMS because they want to preserve and protect their records. All CIMS data is stored securely in the Amazon Web Services cloud, so you don't have to worry about backing up data or upgrading your software. Plus, your cemetery data will be accessible from your work computer, home computer, or even your Apple or Android device. (Speaking of mobile devices, CIMS Gold and CIMS Platinum can direct users to any space in the cemetery using the GPS in their smartphones.)

Let's simplify your cemetery management. Just return a signed copy of the contract on page 17 and indicate which options you want on pages 10-12. If you have any questions or concerns regarding any items in this proposal, please feel free to contact me at 1 (800) 332-7532. We look forward to a long, successful relationship with you.

Sincerely,

*Rebecca Morris*

Rebecca Morris  
CIMS Project Manager



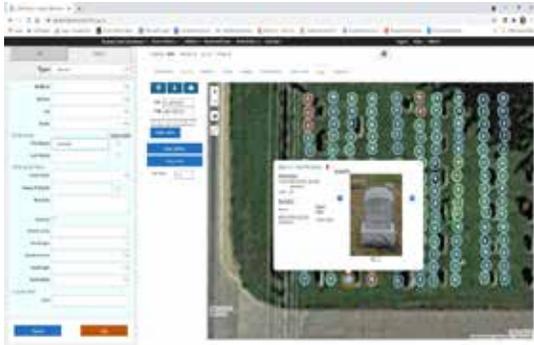


# 01

## SCOPE & SCHEDULE

# Cemetery management solutions for all cemeteries and budgets

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## CIMS GOLD

An intuitive cemetery database that includes user-generated mapping capabilities.

## CIMS PLATINUM

A powerful cemetery management tool with comprehensive GIS mapping and advanced grave-level features.



# PROJECT OVERVIEW

## CIMS Gold

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### **Simplifying cemetery management without breaking the bank**

CIMS Gold is a modern cemetery management solution for cemeteries with modest budgets. Powerful and easy-to-use, CIMS Gold helps cemetery managers preserve their records in a custom database.

Upgrading to CIMS Gold is simple. The Ramaker team will migrate your existing CIMS Light data into CIMS Gold. At this point, CIMS Gold users may take advantage of the software's user-generated mapping feature to plot and view spaces in their cemeteries.



# PROJECT OVERVIEW

## CIMS Platinum

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### Creating a seamless digital map of your cemetery

Using your cemetery’s paper maps, CAD files, or GIS files, we’ll map sections, blocks, lots, and graves on distinct layers. The grave layer is the foundation of every map, relating all ownership, interment, and marker information. To increase the accuracy of your CIMS mapping experience, we’ll digitally superimpose this initial map on top of an aerial photo or drone imagery of your cemetery.

### Mapping expertise meets your expertise

No one knows your cemetery better than you. That’s why the CIMS team works collaboratively with cemeterians to build better, more accurate maps. Once your cemetery staff approves our map, we’ll upload it to the cloud.

After your CIMS map is completed, Ramaker will migrate your CIMS Light data and match it to the CIMS map.



# PROJECT SCHEDULE

## CIMS Platinum

A preliminary project timeline is outlined below. This timeline is for a typical project but can be modified based on the condition of your cemetery maps. The start date is contingent upon Ramaker being provided the maps and information to begin mapping by the specified date. The completion date will remain fixed only if all tasks outside the control of Ramaker are met by the identified timeline. If tasks are not completed before or at these times, the completion date may need to be modified.

**NOTE:** In order to comply with this schedule, all Ramaker's questions and requests to cemetery staff must be addressed within three (3) business days. If questions are not addressed in this time period, the schedule may need to be adjusted. If any data migration options are chosen, the schedule will need to allow for additional time. A separate data migration timeline can be provided upon request. If it has been longer than six (6) months since any progress has been made on the project due to delays by the cemetery staff or other causes outside of Ramaker's control, prices on the proposal will be adjusted based on the current Ramaker fee schedule.

### Week 1

**Cemetery shares data**  
Ramaker begins mapping

### Week 6

**Receive maps and alterations**  
from cemetery officials

### Week 10

**Receive maps and alterations**  
from cemetery officials

### Week 14

**Confirmation of map accuracy**  
from cemetery officials

### Week 20

**System delivery**

### Week 3

**Phase I: Sectional basemapping**  
Map sent for verification

### Week 8

**Phase II: Grave label mapping**  
Map sent for verification

### Week 12

**Final basemap completion**  
Map sent for verification

### Week 16

**Migration of CIMS Light data and  
matching to CIMS map**



# 02

## PRICING & ADD-ONS

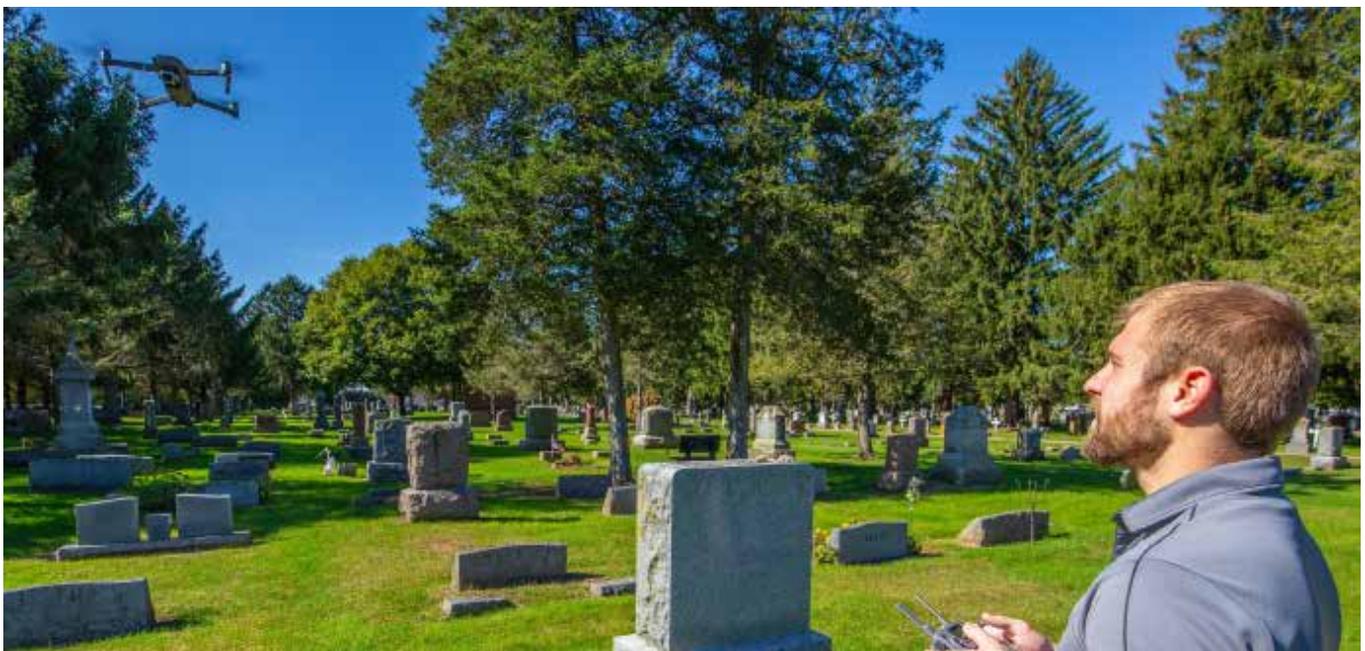
# PROJECT COST

## CIMS Gold and CIMS Platinum

The following pages include the cost for the scope of work detailed in this contract and are based on the information provided to us. These prices are good for 60 days from the date of this contract. The project cost will not be exceeded without prior authorization from the designated cemetery official. Any costs provided for data migration are based upon the files sent to Ramaker prior to the receipt of this proposal.

The initial invoice will be for the software license costs. Mapping and data migration services will be billed in 25% increments as they are completed. All other services will be billed upon completion of the project.

The costs on the following pages are broken into Base Services (these costs are required for your software to work) and Optional Services (these are additional services that may benefit your cemetery but are not required).



# Cemetery management solutions for all cemeteries and budgets

<b>CIMS Platinum</b>	
Two CIMS licenses <b>Price reflects \$1,670 reimbursement for CIMS Light purchase</b>	<del>-\$4,000</del> \$2,330
Interactive mapping for 38 total developed acres <sup>1</sup>	\$27,600
Mausoleum mapping for 220 spaces (\$5 per space)	\$1,100
Data conversion of data entered into CIMS Light <sup>2</sup>	N/A
Annual hosting and system support fee <sup>3</sup> <b>Allows two CIMS users at a time and includes unlimited technical support</b>	\$2,750/year <b>Includes 4 hours of map changes per year <sup>4</sup></b>
<b>Total for base services:</b>	<b>\$31,030</b> + \$2,750/year

<sup>1</sup> This cost includes up to 138 hours of mapping to the grave space level. Any additional time spent mapping will be billed at \$150/hour.

<sup>2</sup> Ramaker will not be migrating the data from CIMS Light Desktop into CIMS Platinum.

<sup>3</sup> Annual maintenance costs will go from \$334/year to \$2,750/year. The difference will be prorated based on the CIMS Platinum “go live” date, since maintenance is current through 9/24/2022.

<sup>4</sup> Unused map change hours do not carry over year to year.

# Optional services

## to meet your cemetery's needs

	Please check the box next to any optional service you would like to add	
<input type="checkbox"/>	QuickBooks module for one CIMS license <sup>5</sup> <b>\$500 setup fee, plus annual hosting fee</b>	\$500 + \$200/year
<input type="checkbox"/>	Additional CIMS license(s) How many? [   ]	\$1,600 + \$350/year per license
<input type="checkbox"/>	Additional CIMS license(s) with QuickBooks module <sup>5</sup> How many? [   ]	\$2,000 + \$500/year per license
<input type="checkbox"/>	CIMS read-only license(s) How many? [   ] <b>Users can view but not edit information</b>	\$800 + \$350/year per license
<input type="checkbox"/>	Additional map layer(s) How many? [   ] <b>e.g., sprinklers, utilities, etc.</b>	\$1,900 each
<input type="checkbox"/>	Tree and vegetation management	\$400 setup fee + \$200/year

<sup>5</sup> Requires a valid subscription to Intuit QuickBooks Online.



# Optional services

	Please check the box next to any optional service you would like to add	
	<p><b>Training (choose one)</b></p> <p><b>*One hour free training is included</b>  <b>*Training is mandatory with QuickBooks Module</b></p> <p><input type="checkbox"/> Online training – full day  <b>Best for cemeteries with 6 or more CIMS users</b></p> <p><input type="checkbox"/> Online training – half day  <b>Best for cemeteries with 3-5 CIMS users</b></p> <p><input type="checkbox"/> Online training – two hours  <b>Best for cemeteries with 1-3 CIMS users</b></p>	<p>\$1,500</p> <p>\$750</p> <p>\$375</p>
<input type="checkbox"/>	Salesforce CRM integration <sup>6</sup>	\$1,100 setup fee + \$400/year
<input type="checkbox"/>	Timeline memorials	\$800 setup fee + \$400/year
<input type="checkbox"/>	Drone imagery <sup>7</sup> <b>Ramaker will take high-resolution drone imagery of the entire cemetery and incorporate it into CIMS.</b>	\$1,950
<input type="checkbox"/>	360 imagery <sup>7</sup> <b>Ramaker will take 360 imagery of the entire cemetery and incorporate it into CIMS.</b>	\$7,030
<input type="checkbox"/>	Burial Search public portal <b>A website hosted by Ramaker at <a href="http://www.burialsearch.com">www.burialsearch.com</a> that will allow your customers to look up information about their loved ones. When you add a record to CIMS, Burial Search will update instantaneously.</b>	\$2,500 setup fee per cemetery + \$1,200/year

<sup>6</sup> Requires a valid Salesforce subscription.

<sup>7</sup> Plus travel costs.



## 03 TERMS & CONDITIONS

# RAMAKER AND ASSOCIATES, INC.

## GENERAL TERMS AND CONDITIONS OF AGREEMENT: SOFTWARE PRODUCTS

These Terms and Conditions of Agreement constitute the agreement (“Agreement”) pursuant to which services are to be performed by Ramaker & Associates, Inc. (hereafter “Consultant”) upon acceptance by the client (“Client”) of the attached proposal or the Product Order Form (“Proposal”). The Scope of Services, Project Cost, and Project Schedule sections of the Proposal are incorporated by reference into these Terms and Conditions of Agreement, and are part of the Agreement. If a Proposal is submitted to Client and Client fails to return a signed copy of the Proposal but knowingly allows Consultant to proceed with the services, then Client shall be deemed to have accepted the terms of the Proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the Proposal and these General Terms & Conditions, the Proposal shall take precedence. The Proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.

### **SECTION 1: Scope of Services**

The Scope of Work and the Project Schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if Client directs Consultant to change the original Scope of Services established by the Proposal, then an amendment to this Agreement is required. Consultant may rely on the representations of Client, and Consultant’s obligations under this Agreement are limited by all specific directives of Client.

### **SECTION 2: Change in the Scope of Services**

Any written or oral communication from Client that requests changes in the Scope of Services shall be treated as a Change Order Proposal. Consultant shall give written notice within ten (10) days of the proposed change order of any resulting increase in fees or costs. If the Client agrees with the Change Order Proposal, it shall become a Change Order to this Agreement and change the Scope of Services and Agreement Price accordingly. If the Client does not approve the Change Order, there shall be no change in the Scope of Services.

### **SECTION 3: Fees, Billing, and Payment Terms**

3.1 Client shall pay to Consultant a fixed fee unless otherwise indicated in the Proposal. The proposed Project Cost and Project Schedule constitute Consultant’s best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The technical and pricing information in proposals is the confidential and proprietary property of Consultant. Client agrees not to use or to disclose to third parties any technical or pricing information without Consultant’s written consent.

3.2 PAYMENT DUE. Invoices shall be submitted by the Consultant (monthly, bi-monthly, weekly, or upon completion of each phase) as identified here or within the Proposal. Invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.

3.3 INTEREST. If payment in full is not received by the Consultant within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall be applied to accrued interest and then to the unpaid principal.

3.4 COLLECTION COSTS. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable Consultant staff costs at standard billing rates for the Consultant’s time spent in efforts to collect. This obligation of the Client to pay the Consultant’s collection costs shall survive the term of this Agreement or any earlier termination by either party.



# RAMAKER AND ASSOCIATES, INC.

## GENERAL TERMS AND CONDITIONS OF AGREEMENT: SOFTWARE PRODUCTS

### **SECTION 4: Suspension of Services**

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may immediately suspend performance of services. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this 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 the Consultant to resume performance.

### **SECTION 5: Limitation of Liability**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including legal fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the initial fee paid to purchase the Desktop-based Products or the initial fee paid for the software license for Cloud-based Products.

It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. In no event shall Consultant be liable hereunder for any indirect, incidental, punitive or consequential damages (including lost business profit or claims for extended duration, delays, or hindrance) sustained by the Client for any matter arising out of or pertaining to the subject matter of this Agreement.

### **SECTION 6: Force Majeure**

Consultant shall not be liable for any loss or damage due to failure or delay in rendering any service called for under the Proposal resulting from any cause beyond Consultant's reasonable control, including but not limited to acts of God, acts or omission of governments, strikes, lockouts, or other industrial disturbances, riots, terrorism, acts of the public enemy, wars, blockades, insurrections, epidemics, landslides, earthquakes, fire, storms, lightning, floods, washouts, civil disturbances, and any other acts or omissions similar to the kind herein enumerated, but not within the control of the affected party and which by the exercise of due diligence said party is unable to overcome.

### **SECTION 7: Use and Ownership of Documents**

The drawings, specifications and other documents, including those in electronic form, prepared by the Consultant, are considered Instruments of Service. The Consultant and the Client warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. The Consultant and the Consultant's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, including those in electronic format, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's consultants.

Upon execution of this Agreement, the Consultant grants to the Client a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's consultants consistent with this Agreement. The license granted hereunder permits the Client to authorize its contractors, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. In the event the Client uses the Instruments



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of Service without retaining the author of the Instruments of Service, the Client releases the Consultant and Consultant's consultant(s) from all claims and causes of action arising from such uses. No other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Consultant and the Consultant's consultants. "Documents" as referred to herein are limited to the printed copy (hard copy) that are signed or sealed by Consultant, its agents or employees. Files on electronic media of text, data, graphics, or of other types that are furnished by Consultant, are only for the convenience of Client, and are furnished solely at the discretion of Consultant, and Consultant has no obligation to provide Client any electronic files at any time. Because electronic media can deteriorate or be modified, inadvertently or otherwise, without authorization of the data's creator, the party receiving electronic data agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected in the 30-day period will be corrected by the creator of the electronic data. The creator of electronic files is under no obligation to maintain hardware or software to use the media of transfer at a future date. Any conclusions of information derived from electronic files that are not specifically a requirement of the Project work statement are at the user's sole risk. Consultant will retain all Documents which were generated or used while performing services under this Agreement, for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these Documents to Client during regular business hours. Consultant may charge a reasonable fee in addition to its professional fees for storing, retrieving, or copying such Documents.

### **SECTION 8: Licensing**

Ramaker & Associates software applications, trademark, software source code, trade secrets, copyright and all other rights, real or implied, (including but not limited to any images, photographs, animations, video, audio, music, texts and "applets," incorporated into the software product) ("Products") are and remain the sole property of Consultant. This does not include any data currently owned by the Client. The software product is licensed, not sold. You may install or access only the number of licenses agreed to in this Agreement. Each license is for one computer only for Desktop-based Products and one user login at a time for Cloud-based Products. The End User Licensing Agreement located at <http://www.ramaker.com/s/RamakerSoftwareEULA.pdf> (or attached hereto) is made part of this Agreement, and is incorporated as if fully set forth herein.

### **SECTION 9: Patents**

Any patentable or copyrightable concepts developed by Consultant as a consequence of service hereunder are the sole and exclusive property of Consultant and nothing in this Agreement shall be deemed to grant Client any right in or to such concepts.

### **SECTION 10: Insurance**

Consultant shall maintain worker's compensation, employer's liability, commercial general liability, automotive liability, and professional liability insurance during the time it is performing services hereunder. The Client shall be responsible for purchasing and maintaining the Client's usual liability insurance and, at its option, may purchase and maintain such other insurance as will protect it against claims which may arise from operations under the contract documents.

### **SECTION 11: Third Party Beneficiaries**

This Agreement does not create any benefits for any third party.

### **SECTION 12: Termination**

No termination of this Agreement by Client will be effective unless Client gives seven days prior written notice with the reasons and details, and Consultant is afforded an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus



# RAMAKER AND ASSOCIATES, INC.

## GENERAL TERMS AND CONDITIONS OF AGREEMENT: SOFTWARE PRODUCTS

an equitable adjustment to provide for costs Consultant incurred for commitments made prior to cancellation.

### SECTION 13: Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

### SECTION 14: Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, Client agrees not to recruit, solicit or hire, directly or indirectly, employee(s) of Consultant without the express written consent of Consultant.

### SECTION 15: Severability

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

### SECTION 16: Entire Agreement/Counterparts/Signatures

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing signed by Client and Consultant. Each of the parties has been involved in determining the provisions of this Agreement, and in case of a conflict herein such conflict shall not be resolved or determined in favor of or against a party hereto, in whole or in part, based on whether or not such party has prepared this Agreement or any provision hereof. Client is bound by the terms of this Agreement if Consultant is instructed by Client to proceed with the Scope of Services and Client has not objected to any of the terms and conditions contained herein. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile (including faxed or scanned and e-mailed) signatures shall be accepted and be binding upon the Parties as an original. The Parties hereto warrant and represent that they have the authority to execute this Agreement on behalf of the persons or entities for whom are signing this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Consultant as of this

6th day of May, 2022.

RAMAKER & ASSOCIATES, INC.

By: 

Name: Brandon Finley

Title: CIMS Group Service Leader

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Consultant as of this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

CLIENT

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

Name: \_\_\_\_\_

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

