

Sauk City Memorial Gardens
Sauk City, WI

Cemetery Search

Search: Last Name: Exact Match:

Burials:

Search

Search Results: 13 found

First Name	Last Name	Sex	Birth Dat
Helen M	Brown	F	2009-08-24
Glen LeRoy	Brown	M	2001-10-31
Ethel	Brown	F	1999-03-04
Walter U	Brown	M	2008-02-17
Andrew J	Brown	F	1963-01-01
Thomas Muir	Brown	M	1963-06-04
Martha Dazzelle	Brown	F	1971-03-12
Mabel E	Brown	F	1961-03-21
Richard Wilford	Brown	M	1960-04-10
Helen A	Brown	F	2004-01-01

Burial Information:
 First Name: Helen M
 Last Name: Brown
 Sex: F
 Birth Date: 2009-08-24
 Age:
 Death Date: 1027-05-15
 Section: LYNDEN
 Block: D
 Lot: 55
 Space: D

Images: 1 of 2

eCIMS - View Your Cemetery Information on the Web

Proposal for eCIMS Implementation for
the City of Manitowoc – 3982
October 31, 2018



October 31, 2018

Sandy Ronski
City of Manitowoc
900 Quay Street
Manitowoc, WI 54221

SUBJECT: eCIMS CONTRACT FOR THE CITY OF MANITOWOC

Dear Ms. Ronski:

First, I would like to thank you for choosing CIMS as your cemetery management software. We were confident that you would be pleased with this decision throughout this project and in the years to come. Your staff now has all cemetery information at their fingertips, and will be able to better serve your customers and make more efficient use of their time.

During a recent conversation, you mentioned possibly making some of this data available to the public online. We make a product for that called eCIMS. Since your CIMS files are already in the cloud, we can make your interactive website live on <http://www.burialsearch.com> very quickly. People seeking information about their loved ones or genealogists can use this website to look up information on burials or space owners, all from the comfort of their own home, 24 hours a day.

I am enclosing two copies of the contract that you can use to initiate this project for your cemeteries. For our official records, we ask that you return one signed copy to Ramaker & Associates, Inc. I've enclosed an addressed stamped envelope for your convenience.

Beginning this project is simple. Just return a signed contract and shortly after we receive the information about your site configuration, your information will soon be on the Web. If you have any questions or concerns on any issues in the proposal, please feel free to contact me at 1-800-332-7532 and we can discuss them in more detail. We look forward to a long and successful relationship with you.

Sincerely,

Rachel Tygum
CIMS Project Manager

eCIMS CONTRACT FOR THE CITY OF MANITOWOC

CLIENT: Sandy Ronski
City of Manitowoc
900 Quay Street
Manitowoc, WI 54221

PROJECT: eCIMS for the City of Manitowoc

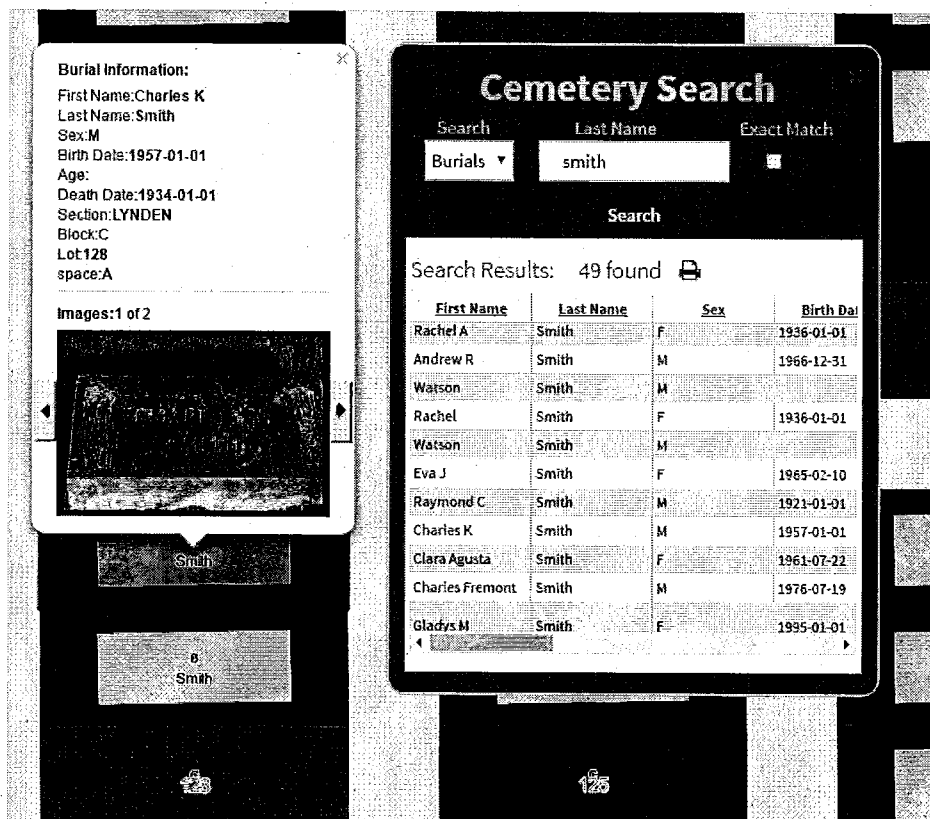
eCIMS SOFTWARE – FUNCTIONAL OVERVIEW

eCIMS is an Internet-based program that allows cemeteries to share their data and maps through interactive kiosks and on the Internet. Once a cemetery enters data into CIMS Cloud, the data will immediately be accessible on your eCIMS site. People interested in your cemetery will be able to look up information about the burials in your cemetery and print a map showing the location of the burials. They can do this from your kiosks, or from the Internet, 24 hours a day from the comfort of their own home.

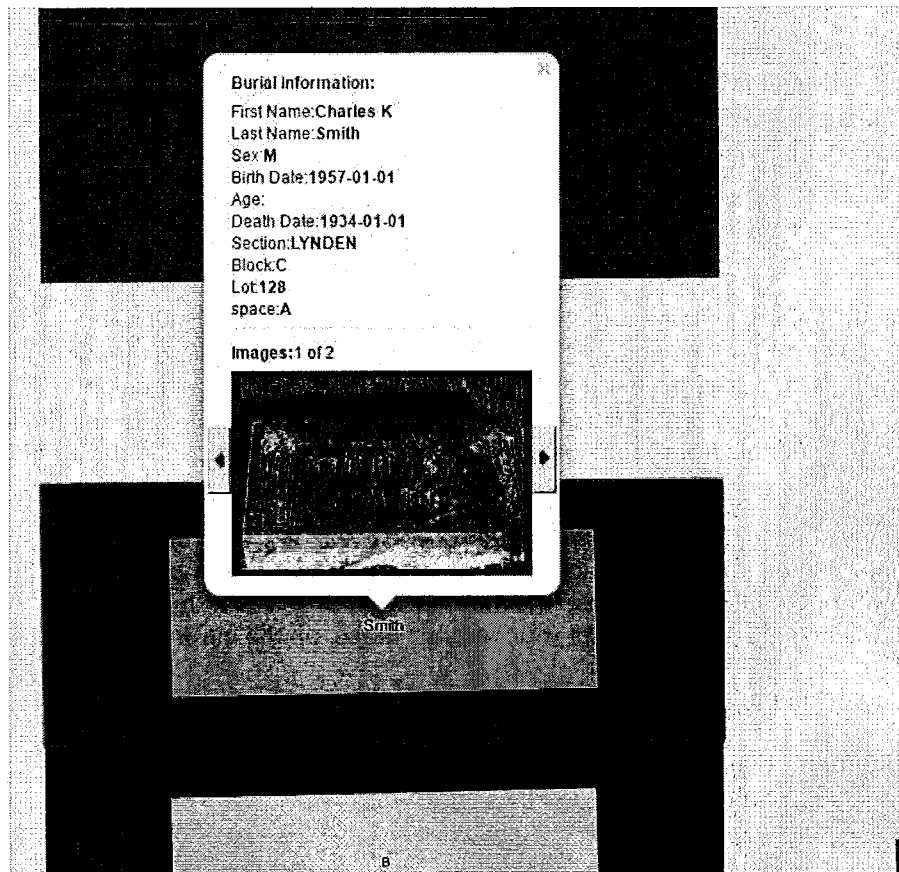
You've already done all the hard work. You've poured over old books, deeds and maps to have your cemetery information at your fingertips. Now the data is working for you! Take it to the next level and use the power of the Internet! Choose the information that you want to share, and Ramaker & Associates will help post it, along with your detailed maps, on the Internet.

Following are descriptions of the basic functionalities of eCIMS.

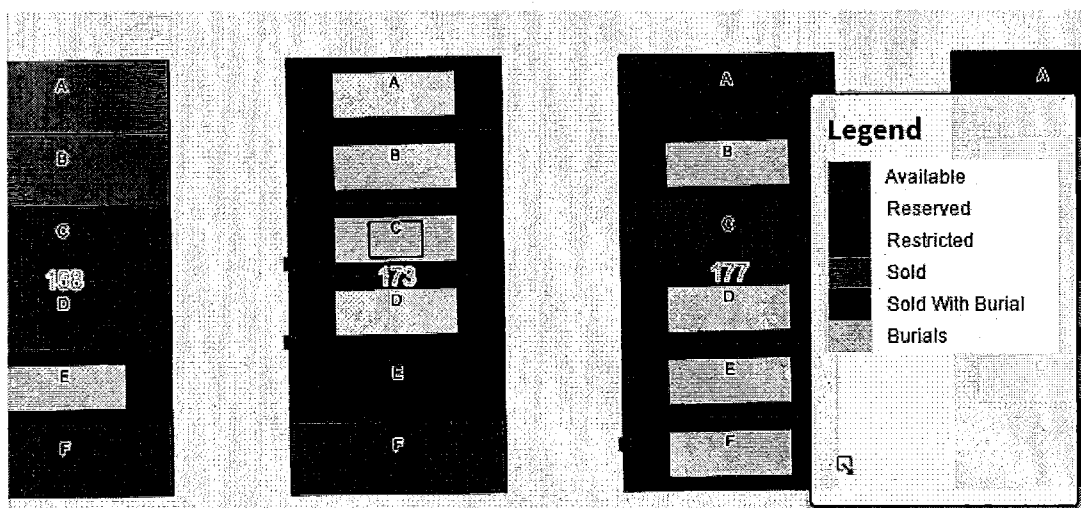
- 1) Search Burials. Users can search all burials in the cemetery by first or last name.



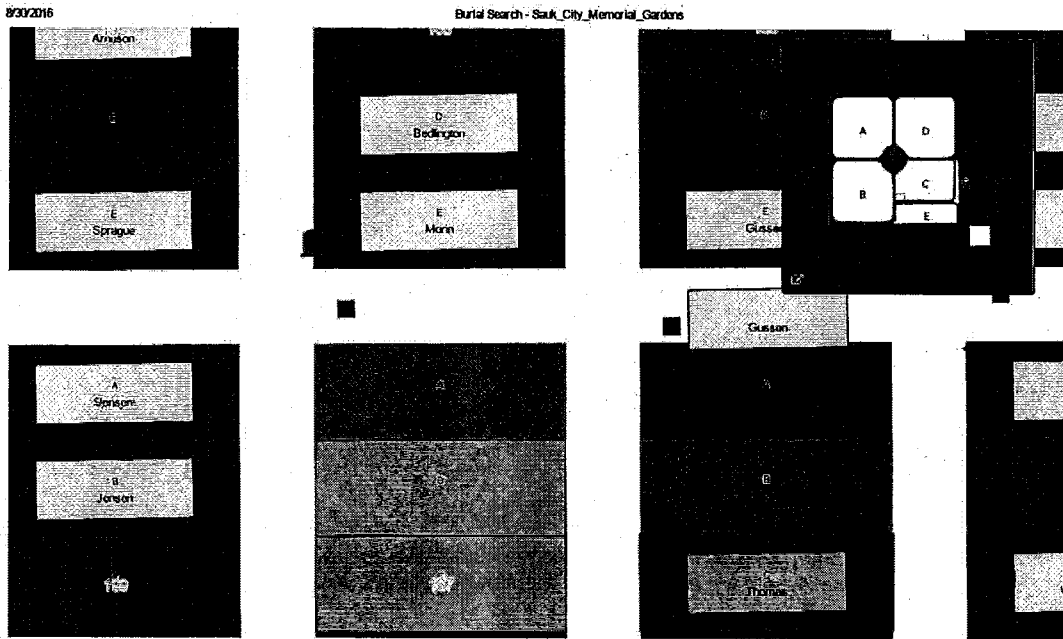
- 2) Identify. Users can click on any burial space for further information on the burial. Information provided to the user is determined by the cemetery, but can include items such as burial location, birth date, death date, funeral home, church, Veteran status and more.



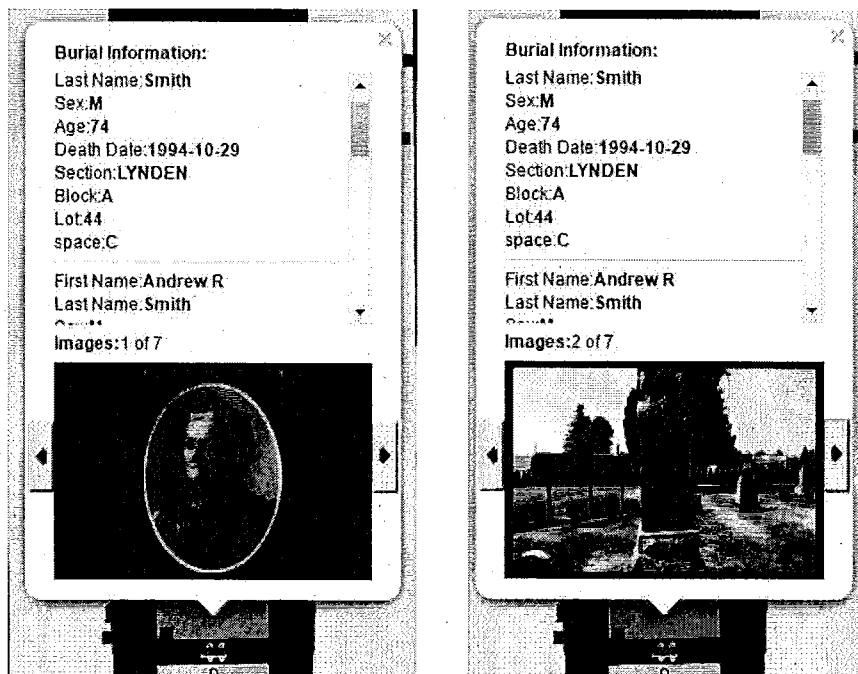
- 3) Map Legend. This legend gives users an easy visual guide to determining which spaces are sold or available.



- 4) Print. The print function allows you to print a map of the information on your screen at that moment.



- 5) Imaging Module. Multiple images can be pulled from the tabs in CIMS, such as the marker tab, the owner tab, or the burial tab.



- 6) We are using the latest in internet technology, including HTML5, CSS3 and JavaScript, to bring eCIMS to any internet capable device. This includes iPads, iPhones, Android tablets, traditional desktop computers, laptops and smartphones among many others.

TIMEFRAME

Ramaker & Associates will provide an interactive website at <http://www.burialsearch.com> with your cemetery information. Shortly after we receive the information about your site configuration, your information will soon be accessible via the Web.

PROJECT COST

eCIMS Setup Fee (onetime fee)	\$1,000-\$500	\$1,000 set up fee covers the first cemetery. Additional cemeteries can be added for \$500 each.
50% off eCIMS Setup Fee if you sign in 2018		
Annual fee for hosting data on website	\$1,200	

Additional Options:

eCIMS Imaging Module	\$500/year starting in 2019	First year of eCIMS imaging module FREE if you sign in 2018.
Images can be pulled from the tabs in CIMS, such as the marker tab, the owner tab, or the burial tab. These images will be available in eCIMS when you are viewing the information for that space.		

Ramaker & Associates now accepts payment via MasterCard and Visa.

TERMS AND CONDITIONS

PLEASE SEE ATTACHED TERMS AND CONDITIONS.

AUTHORIZATION

If you wish to proceed, please sign the last page of this document. Return one complete signed copy to Ramaker & Associates either hardcopy or via email. If we are given verbal or other written notification to proceed, it will be mutually understood that both parties will be contractually bound by this contract, even in the absence of written acceptance.

RAMAKER & 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 & 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.

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 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 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

___31st___ day of _October___, 2018.

RAMAKER & ASSOCIATES, INC.

By: Rachel Tygum

Name: Rachel Tygum

Title: Senior Project Manager

By: Brandon Finley

Name: Brandon Finley

Title: Director of Technology

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

_____ day of _____, 2018.

CLIENT

By: _____

Name: _____

Title: _____