

**Cooperative Agreement
WinGIS Limited Membership**
Rev. January 2016

This cooperative agreement is made and entered into by the following township, public school, or fire district located within the County of Winnebago:

(Agency Name)

WHEREAS, the goal of WinGIS is to create and manage an accurate countywide GIS designed to offer shared data and applications, the resulting impact of which is a coordinated program to share information and provide better services to the public, and

WHEREAS, this agreement establishes membership guidelines and rates for the Limited Membership category, and

WHEREAS, the entity desiring membership has submitted to the WinGIS Director a completed WinGIS Request for Membership Form, and

WHEREAS, membership to WinGIS must be approved by the WinGIS Policy Committee Chairman.

THEREFORE, the above agency agrees to join the WinGIS consortium with full entitlements as a Limited Member.

WinGIS Participating Agencies:

Winnebago County - City of Rockford - Rockford Park District - Rock River Water Reclamation District
City of Loves Park - Village of Machesney Park - North Park Public Water District - Village of Cherry Valley
City of South Beloit - Village of Rockton - Village of Roscoe - Village of Pecatonica - Village of Winnebago

404 Elm Street - Room 304, Rockford, IL 61101

Phone (815) 319-4450, Fax (815) 987-1854

www.wingis.org

ARTICLE 1: MEMBERSHIP CRITERIA AND TERMS

Supporting Members will follow the below guidelines regarding membership requirements and terms:

1. The entity shall be a township, public school district, or fire district located within the County of Winnebago.
2. Sharing of the entity's data is required upon agreement.
3. Discounted pricing shall be offered on WinGIS staff labor for special mapping projects.
4. The entity shall have full access to current WinGIS data available to partner agencies.

ARTICLE 2: MEMBERSHIP AND CONNECTION FEES

Limited Members shall follow the below membership and connection fee requirements:

1. The yearly membership fee shall be 1% of the annual shared costs.
2. Yearly shared cost membership fees shall be invoiced quarterly and paid within 30 days of receipt of invoice. If not paid within 60 days of receipt, entity may be unilaterally disconnected without refunding of any previously paid fees.
3. Members shall select one of the following two (2) connection options:
 - a. Connection through the Supporting Members internet connection
 - b. Through Illinois Fiber Resources Group (iFiber)
4. Dedicated costs to be paid by partner agencies are costs incurred by individual participants to operate and maintain WinGIS within their own organizations. These include, but are not limited to: hardware, software and training. These are to be paid internally by each entity through their normal budget process.
5. Shared costs are those which all participants to this Agreement will pay based on the allocation formula. They are to cover the costs of developing, staffing and maintaining WinGIS as outlined in Article 7 of the original WinGIS Cooperative Agreement.

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ARTICLE 3: SEVERABILITY

1. If any one or more of the provisions of this Agreement, or subsequent by-laws which may be added to direct or govern the activities of WinGIS, or subsequent application thereof, are declared unconstitutional or contrary to law by a court of competent jurisdiction, such ruling shall not affect any other provisions of this Agreement not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or application, and to this end, the provisions of this Agreement are declared severable.

ARTICLE 4: RATIFICATION, AMENDMENT AND TERMINATION

1. Ratification of the Agreement must be approved by the WinGIS Policy Committee Chairman.
2. Amendment to this Agreement shall be made in the same manner as initial ratification.
3. This Agreement shall become effective upon ratification.
4. The terms of this Agreement shall remain in force continuously and be automatically renewed on each succeeding (date) _____. A member must present written notice of intention to terminate the Agreement at least six (6) months prior to the annual automatic renewal date. Regardless of the above, this Agreement may be terminated or amended at any time upon unanimous mutual consent of the WinGIS Policy Committee.

Authorized Official, Limited Member Agency

Date

WinGIS Director

Date

Authorized Official, Winnebago County

Date

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