



Winnebago County Geographic Information System

Cooperative Agreement WinGIS Subscription Membership

Est. June 2011
Rev. January 2016
Rev. August 2019

This cooperative agreement is made and entered into by the following non-profit, or commercial organization:

(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 Subscription Membership category, and

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

WHEREAS, the Policy Committee authorizes the WinGIS Director to approve new Subscription Members.

THEREFORE, the above agency agrees to join the WinGIS consortium with full entitlements as a Subscription 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

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

1. The entity shall be a non-profit or commercial organization.
2. Membership privileges are limited to the employees of the subscribing organization. An employee is defined as an individual who is employed to provide services for compensation to an employer, including Independent Contractors and/or Salespeople who are paid a commission directly related to sales for the subscribing organization.
3. A one-year (1) commitment is required.
4. The one-year commitment is automatically renewed annually.
5. The entity's data may be shared upon agreement with WinGIS. Data conversion costs at the WinGIS member rate may apply.
6. Discounted pricing shall be offered on data and labor.
7. The entity shall have login accounts to shared WinGIS data available via the Internet.
8. WinGIS agrees to supply the entity with sixteen (16) hours of Internet mapping application training per year at no charge. Additional training available at the current labor rate.
9. The subscribing organization shall submit a written statement within thirty (30) days of the date an employee ceases employment with the subscribing organization.
10. Each employee's provided username and password shall not be disclosed to any other individual. Unauthorized extension of membership privileges or employee negligence shall result in termination of the subscribing member agency's contract without refund.

ARTICLE 2: MEMBERSHIP AND FEES

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

1. The yearly membership fee shall be \$600 per year.
2. Subscription Members shall obtain member logins at a one-time processing fee of \$20 per login. Logins shall be obtained by submitting a "Subscription Member Login Request"

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3. Yearly membership fees shall be invoiced 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.
4. Subscription Members shall connect to WinGIS via the Internet. The entity accepts the burden of cost to connect to WinGIS.

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. Amendments to this Agreement must be approved by the WinGIS Policy Committee Chairman.
2. The initial term of this Agreement shall be one (1) year and shall remain in force continuously and be automatically renewed on each October 1st following completion of the initial terms. Valid Subscribing Member logins do not require renewal. A member must present written notice of intention to terminate the Agreement at least thirty (30) days prior to the annual automatic renewal date.

<i>Authorized Official, Subscription Member Agency</i>	<i>Date</i>
<i>WinGIS Director</i>	<i>Date</i>
<i>Authorized Official, Region 1 Planning Council</i>	<i>Date</i>

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