



Cooperative Agreement WinGIS Limited Membership

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 Policy Committee, per Article 4 Section 1.

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

404 Elm Street - Room 304, Rockford, IL 61101

Phone (815) 961-3848, 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. A five-year (5) commitment is required.
3. The entity shall have or be willing to purchase ArcGIS/Geodatabase compatible software and keep said software in an up-to-date version.
4. Sharing of the entity's data is required upon agreement.
5. Discounted pricing shall be offered on WinGIS staff labor for special mapping projects.
6. Discounted pricing shall be offered for group ESRI software training classes.
7. The entity shall have full access to current WinGIS data available to partner agencies.
8. New Limited members have the option of amortizing the \$5,000 new-member initiation fee over the initial five-year agreement period; invoicing shall be issued quarterly.

ARTICLE 2: MEMBERSHIP AND DATASERVER 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 + a one-time \$5,000 initiation fee.
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. Initiation fee is due upon signing of contract. Quarterly charges will begin the first full quarter after completion of connection to the WinGIS Dataserver or delivery of data.
3. Members shall select one of the following three (3) connection options:
 - **Connection to WinGIS Dataserver** - \$10,740/year for DFS/Insight 100 mb connection + (1x) \$7,500 connection fee + any additional installation equipment charges.
 - **Connection through a T1 line or Cable**
 - **No connection – Updates Provided on CDs** –Quarterly updates shall be provided by WinGIS for 1.5 mile radius around jurisdiction or service area. Current member rates for labor and CDs are applicable.

4. All connection/equipment fees to be invoiced quarterly and paid by Limited Member agency 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. First DFS/Insight invoice to reflect two (2) quarters.
5. 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: dataserver installation/connection, hardware, software and training. These are to be paid internally by each entity through their normal budget process.
6. 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.

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 shall be made by the Policy Committee through adoption of a resolution.
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 initial term of this Agreement shall be five (5) years and shall remain in force continuously and be automatically renewed on each succeeding *(date)* _____ following completion of the initial terms. 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 Policy Committee.

Authorized Official, Limited Member Agency

Date

WinGIS Director

Date

Authorized Official, Winnebago County

Date