



Cooperative Agreement WinGIS Subscription Membership

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 Supporting 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 15, Section 3 of the WinGIS Cooperative Agreement.

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

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

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

1. The entity shall be a non-profit or commercial organization.
2. A one-year (1) commitment is required.
3. The one-year commitment is automatically annually renewed.
4. The entity's data may be shared upon agreement with WinGIS. Data conversion costs at the WinGIS member rate may apply.
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 login accounts to shared WinGIS data available via the Internet.
8. WinGIS agrees to supply the entity with one (1) customized Internet mapping interface per year.
9. WinGIS agrees to supply the entity with sixteen (16) hours of Internet mapping interface training per year.
10. Subscription Membership may be purchased by professional associations; however, Membership privileges are limited to staff directly employed by the association. Membership privileges are neither granted nor extended to affiliated association members, agencies or organizations.
11. Unauthorized extension of Membership privileges shall result in termination of the subscribing member agency's contract without refund

ARTICLE 2: MEMBERSHIP AND DATA CONNECTION FEES

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

1. The yearly membership fee shall be \$2,500 per year.
2. Subscription Members shall obtain member logins at a processing fee of \$20 per login. Logins shall be obtained by submitting a "Subscription Member Login Request Form."
3. The username and password provided shall not be disclosed to any other individual. Disclosure of user names and passwords shall result in the termination of the subscribing member agency's contract without refund.
4. 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.
5. Subscription Members shall connect to WinGIS via the Internet. The entity accepts the burden of cost, including equipment, leased lines or routers, etc. to connect to WinGIS.

6. Digital data shall be provided to the subscribing member agency at a discounted price.

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 one (1) year and shall remain in force continuously and be automatically renewed on each succeeding *(date)* _____ 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 three (3) 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, Subscription Member Agency

Date

WinGIS Director

Date

Authorized Official, Winnebago County

Date