

## NWCCOG GIS SERVICE CENTER SUBSCRIPTION CONTRACT

This agreement is made effective as of **January 1, 2022** by and between Town of Fraser and Northwest Colorado Council of Governments (NWCCOG) GIS Service Center.

The parties agree as follows:

1. **AGREEMENT PERIOD.** The term of this agreement shall commence **January 1, 2022** and terminate by **December 31, 2022**.
2. **DESCRIPTION OF SERVICES.**
  - The NWCCOG GIS Service Center will provide **20 hours** of service each quarter. Hours not utilized within the current month may be carried over until the end of each quarter (March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, December 31<sup>st</sup>), but cannot be carried-over beyond that point.
  - The NWCCOG GIS Service Center will provide the following services upon request:
    - ◆ Creation of base and thematic maps.
    - ◆ Data Creation and Maintenance (includes zoning/land use, addressing, data updating, utility and street inventories, database development/conversion/clean-up).
    - ◆ Queries and analysis.
    - ◆ Training and any general technical expertise
  - Any additional hours needed beyond the monthly allowance will be charged at a rate of \$55/hour.
  - Local drive time (from Silverthorne or Denver) **will count against the monthly hours at ½ time or as a one-way trip.**
  - Expenses incurred, such as postage costs, will be an additional billing according to the NWCCOG GIS Services price list.
3. **DATA.** The data created and collected by NWCCOG is jointly owned by the Town of Fraser and NWCCOG. NWCCOG reserves the right to utilize the data for other regional projects as needed and to share this data with other public entities upon request.
4. **COST, COMPENSATION AND PAYMENT PROCEDURE.** NWCCOG's compensation for this subscription is **\$1,100** each month. NWCCOG shall submit an invoice by the 15<sup>th</sup> of each month for payment of the following month's services. Invoices must be paid by the 5<sup>th</sup> of the month for which the services are to be provided. The Town of Fraser may choose to pay for several months in advance, not to exceed 12 months.
5. **ASSIGNMENT.** NWCCOG's obligations under this agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of the Town of Fraser.
6. **CHANGES OR TERMINATION.** This agreement shall be effective from January 1, 2021 through December 31, 2021. Town of Fraser reserves the right to increase or decrease the subscription level or terminate the contract for any reason upon 14 days written notice to NWCCOG. NWCCOG reserves the right to discontinue subscription services to the GIS Service Center upon 14 days written notice to the Town of Fraser.



C. Verification.

1. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.
2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first written above.

\_\_\_\_\_  
Town of Fraser  
Ed Cannon, Town Manager

\_\_\_\_\_  
NWCCOG  
Jon Stavney, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date