

NWCCOG GIS SERVICE CENTER SUBSCRIPTION CONTRACT

This agreement is made effective as of **January 1, 2023** 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, 2023** and terminate by **December 31, 2023**.
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 31st, June 30th, September 30th, December 31st), 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 \$60/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 15th of each month for payment of the following month's services. Invoices must be paid by the 5th 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, 2023 through December 31, 2023. 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.

7. RELATIONSHIP OF PARTIES. The parties understand that NWCCOG is an independent contractor with respect to the Town of Fraser, and persons assigned by NWCCOG to provide these GIS services are not employees of the Town of Fraser.

8. NOTICES. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the U.S. mail, addressed as follows:

If to Fraser: Town of Fraser
 P.O. Box 120
 Fraser, CO 80442

If to NWCCOG: Northwest Colorado Council of Governments
 P.O. Box 2308
 Silverthorne, CO 80498

9. ENTIRE AGREEMENT. This agreement contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This agreement supercedes any prior written or oral agreements between the parties.

10. AMENDMENT. The agreement maybe modified or amended by the mutual agreement of the parties if the amendment is made in writing and is signed by both parties.

11. SEVERABILITY. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

13. RETURN OF RECORDS. Upon termination of this agreement, NWCCOG shall return any records, notes, data, memorandum, models, or other materials that were provided to NWCCOG by the Town of Fraser that the Town of Fraser may request NWCCOG to return.

14. APPLICABLE LAW. This agreement shall be governed by the laws of the State of Colorado.

15. ILLEGAL ALIENS.

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

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