

RESOLUTION NO. 1588

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
APPROVING AN IGA WITH THE CITY OF LAKEWOOD FOR  
THE USE OF AN ONLINE MAPPING SOLUTION**

WHEREAS, the City of Golden is constantly striving to improve the content of its website;  
and


WHEREAS, the City desires to provide online mapping and related area and parcel  
information for use by its citizens; and

WHEREAS, the City of Lakewood has offered to provide access to their online mapping  
software (EzMaps) to the City of Golden, at a fraction of the cost of developing an independent solution.

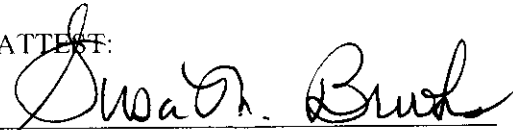
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN,  
COLORADO:

The IGA with the City of Lakewood for the use of EzMaps online mapping solution is hereby  
approved.

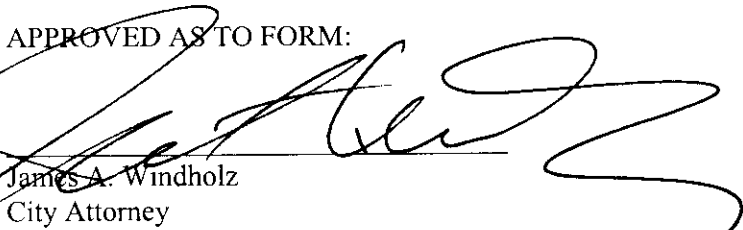
Adopted the 25th day of August, 2005

  
\_\_\_\_\_  
Charles J. Baroch  
Mayor

ATTEST:

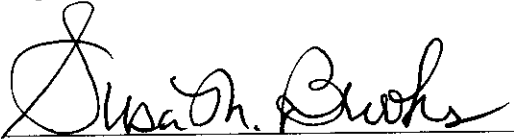
  
\_\_\_\_\_  
Susan Brooks, MMC  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James A. Windholz  
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the  
foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden,  
Colorado at a regular meeting thereof held on the 25th day of August, A.D., 2005.

(SEAL)

ATTEST:   
\_\_\_\_\_  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

## AGREEMENT

This AGREEMENT, made and entered into this 25th day of August, 2005, by and between the City of Lakewood, Colorado, a municipal corporation of the State of Colorado, with offices at 480 South Allison Parkway, Lakewood, Colorado 80226-3127, sometimes hereinafter referred to as "Lakewood", and the City of Golden, with offices at 911 10<sup>th</sup> Street, Golden, Colorado, sometimes hereinafter referred to as "Golden."

## WITNESSETH

Whereas, Golden desires to obtain an Internet-based mapping application from Lakewood; and,

Whereas, Lakewood for proper consideration is willing to provide Golden with an Internet-based mapping application and provide certain support services.

Now, therefore, for the mutual promises and other consideration herein expressed, it is agreed as follows by and between Lakewood and Golden:

- A. SCOPE OF SERVICES: Lakewood agrees to provide ezMaps, an Internet-based mapping application to Golden. EzMaps is a software application created and owned by Lakewood. Lakewood will deliver the following services:
1. Customize the ezMaps application to fit Golden's graphic design themes.
  2. Upload and link Golden's GIS data (parcels, address points, and street centerlines) to ezMaps.
  3. Provide the IP address for the Golden ezMaps DNS registry. However, Golden will register and maintain the DNS entry for the site (i.e. maps.cityofgolden.net).
  4. Host the Golden ezMaps application.
  5. Maintain availability of the application between 8am and 5pm, Monday – Friday, excluding Lakewood holidays.
  6. Provide technical support regarding the ezMaps application to Golden. Golden shall provide customer service to its constituents and users of the application regarding how to use the application and the data presented.
  7. Provide backup and recovery in the case of a disaster such as server failure.

B. CONSIDERATION AND PAYMENT: Golden shall pay a fee of \$11,000 to Lakewood to implement the ezMaps project. Lakewood will submit an invoice to Golden upon project completion, and Golden will mail a check to Lakewood within 30 days after receipt of the invoice. Upon receipt of the check, Lakewood shall make the application available for use.

Golden shall pay a fee of \$5,000 per year to Lakewood for Lakewood to host and maintain the application. This annual maintenance fee will be invoiced each January. Since this project is commencing in mid-year, the maintenance payment for 2005 will be pro-rated based on the number of months left in the year at release.

C. TERM OF AGREEMENT: This Agreement shall commence as of the date the agreement is fully executed by both parties and shall continue indefinitely, subject to annual appropriation.

D. INDEMNIFICATION: To the extent allowed by law, Golden shall indemnify and hold harmless Lakewood from any damages or other liability which arises out of the performance of this Agreement. Both Parties are governmental entities and enjoy the rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees, and do not waive such rights, immunities and protections.

E. TERMINATION: This Agreement may be terminated at any time by either Party. If the Agreement is terminated, Lakewood shall be paid on the basis of work status satisfactorily completed under the scope of services.

F. VENUE: Venue of any suit or cause of action under this Agreement shall lie in Jefferson County, Colorado.

G. ASSIGNMENT: This Agreement may not be assigned without the prior written consent of all parties hereto.

H. LAWFUL PERFORMANCE: It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the Ordinances of the City of Lakewood, Colorado.

I. MODIFICATION: This Agreement shall be subject to Change Orders or modifications as may be agreed upon, in writing, by the parties hereto, duly executed in a form approved by the City Attorney.

J. INDEPENDENT CONTRACTORS: The Parties are independent contractors, and nothing herein contained shall constitute or designate any of its employees, agents, or subcontractors of one City as agents or employees of the other City.

K. APPROPRIATIONS: Golden is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the City other than funds appropriated for the payment of current expenditures. All payment obligations of Golden under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Golden.

ATTEST:

CITY OF LAKEWOOD

By: \_\_\_\_\_  
Margy Greer, City Clerk  
City of Lakewood

By: \_\_\_\_\_  
Boris Naschansky, Director  
Department of Information  
Technology

APPROVED AS TO FORM:

CITY OF GOLDEN

By: \_\_\_\_\_  
City of Golden  
Jim Windholz, City Attorney

By: \_\_\_\_\_  
Michael C. Bestor  
City Manager