INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, is made and entered between City of Wylie, a City of the State of Texas (hereinafter "CITY") and COLLIN COUNTY, TX, a political subdivision of the State of Texas (hereinafter "COUNTY"),.

W I T N E S S E T H

WHEREAS, both the CITY and COUNTY have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code and;

WHEREAS, it has been determined mutually beneficial to both Parties to execute this agreement which sets forth the parameters under which and;

WHEREAS, the County wants to ensure that the City has the most current geographic information at their disposal.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of this Agreement is to set forth the parameters under which the County will provide GIS Services to the City to include creating, managing and mapping specific spatial layers to aid in service to the City constituents.

Section 2. Effective Date/Term

This agreement will become effective immediately upon the latest date of execution by either party through September 30, 2012.

Section 3. Services Rendered

Collin County proposes two projects to support WFD in Fiscal Year 2011. We will prepare the Wylie Fire ~ Rescue road network for routing capabilities. We will deliver a map of your service areas with three 1.5 mile response time zones as well as the road network data layer that can be imported into other systems. We will also build a mobile internet application that can be used in your dispatch area and in the field. The web application will have all of you map book elements plus the fire districts of the entire county.

The Collin County GIS staff is confident that we can provide the Wylie Fire Department the expertise necessary to complete these projects.

Section 4. Responsibilities and Duties

City will provide Collin County the information needed to perform the work described in Section 3 – Services Rendered.

Section 5. Maintenance

Annual maintenance will be provided by the County for the work stated above and for any previous work provided to the City by the County to include the following:

- Twelve (12) months of data updates,
- Storage of Data
- Web access & design along with a routine backup & recovery strategy of the work above.
- Arc Reader Updates

- Web upgrades
- Map Book Updates
- Additional training and mapping

Section 6. Maintenance Fee

The fee for annual maintenance is $7,000 per year. This can be paid in hole at the beginning of year or in twelve (12) equal payments of $583.00 per month.

Section 7. Consideration

7.1 Fee Schedule

Services	Hours	Price
Road Network Route Analysis 1. Build the Road Network for Routing 2. Design a Route Analysis Map with three (3) Response Zones 3. Prepare Data for Other Systems	80	$4,000
Mobile Web Mapping 1. Include All Data Elements on Map Books (Fire Call Boxes & Police Grids) 2. Include Fire Districts for All of Collin County	80	$4,000
TOTAL Solution - includes all of the above	**160**	**$8,000.00**

This quote provides up to 160 hours of development, management and mapping for the Wylie Fire Department. The extent of the work area includes all of the Wylie Fire Boxes and Wylie Police Reporting Grids included within the Wylie Fire District. All of the work listed will be completed within the City's fiscal budget year 2011. Collin County GIS will maintain and update the data created from this project for the duration of the City's fiscal budget year 2011. If additional work is required and authorized, an addendum to the quote will be supplied.

Section 8. Warranty

For the duration of fiscal year 2011, Collin County will maintain and update the data created for this project in Section 3 – Services Rendered.

Section 9. Breach/Opportunity to Cure

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

Section 10. Termination

This Agreement may be terminated by either party with or without cause to this Agreement upon ninety (90) days written notice to the other party.

Upon termination, Collin County will reimburse any unused maintenance fees paid.

Section 11. Notice

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

CITY

City of Wylie
Randy Corbin
2000 Highway 78 North
Wylie, TX 75098

COUNTY

Collin County
Purchasing Agent
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Section 12. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party.

Section 13. Amendments

This Agreement may be amended from time to time by written amendment by both Parties.

Section 14. Remedies

This Agreement shall be construed by and governed by the laws of the State of Texas. Any and all legal action necessary to enforce the Agreement will be held in Collin County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 16. Severability

In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the

remaining portions of this Agreement and the same shall remain in full force and effect.

Section 17. Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

BY: Mindy Manser
City Manager

BY: Keith Self
Keith Self, County Judge
Collin County

ACKNOWLEDGMENT

STATE OF TEXAS }
}
COUNTY OF COLLIN }

This instrument was acknowledged before me on the 21 day of September, 2011 by Wylie of CITY of on behalf of such corporation.

Cheryl B Smith
Printed Name

CHERYL BETH SMITH
Notary Public, State of Texas
My Commission Expires
August 25, 2012

STATE OF TEXAS }
}
COUNTY OF COLLIN }

This instrument was acknowledged before me on the 28th day of September, 2011 by Judge Keith Self of Collin County, Texas of on behalf of such corporation.

Georgia D. Shepherd
Printed Name Georgia S. Shepherd

GEORGIA S. SHEPHERD
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/25/2012

My Commission expires on the 25th day of October, 2012.