

## **INTERLOCAL AGREEMENT**

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

### **WITNESSETH**

**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, 2013.

### **Section 3. Services Rendered**

Collin County proposes two projects to support WFD in Fiscal Year 2013. We will prepare the Wylie Fire ~ Rescue Standard Response Districts for existing and potential stations. We will also build and host an interactive map application that will contain all of the Public Safety map book features. A link to this site can be added to any City of Wylie site you see fit. The application will be integrated with the Collin Central Appraisal District ownership dataset in addition to some Bing and Google cloud features.

The following projects will be performed:

- Data Services for Mobility
- Mapping Services Projects
  - Commercial Building Footprints
  - Video Camera Locations Pilot
  - Additional Maintenance Mapping

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 and Wall Map Updates
- Additional training and mapping

**Section 6. Maintenance Fee**

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

**Section 7. Consideration**

7.1 Fee Schedule

<u>Services</u>	<u>Hours</u>	<u>Price</u>
<b>Data Services for Mobility</b>		
1. Database Design and Management	40	\$2,000
2. Data Package & Availability		
3. Publish GeoData Services		
<b>Mapping Services</b>		
1. Commercial Building Footprints	120	\$6,000
2. Video Camera Locations Pilot		
3. Additional Maintenance Mapping		
<b><u>TOTAL Solution</u></b>	<b>160</b>	<b>\$8,000.00</b>
- includes all of the above		

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 2013. Collin County GIS will maintain and update the data created from this project for the duration of the City's fiscal budget year 2013. If additional work is required and authorized, an addendum to the quote will be supplied.

**Section 8. Warranty**

For the duration of fiscal year 2013, 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:

<b>CITY</b>	<b>COUNTY</b>
City of Wylie	Collin County
Randy Corbin	Purchasing Agent
2000 N. Highway 78	2300 Bloomdale, Suite 3160
Wylie, TX 75098	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 Manson  
Mindy Manson, City Manager  
City of Wylie

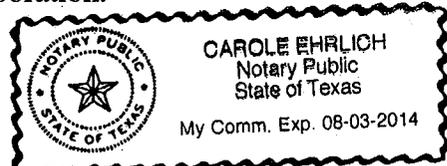
BY: Keith Self  
Keith Self, County Judge  
Collin County

**ACKNOWLEDGMENT**

STATE OF TEXAS }  
COUNTY OF COLLIN }

This instrument was acknowledged before me on the 9<sup>th</sup> day of July, 2013 by Mindy Manson of Wylie, Texas on behalf of such corporation.

Carole Ehrlich  
Printed Name Carole Ehrlich

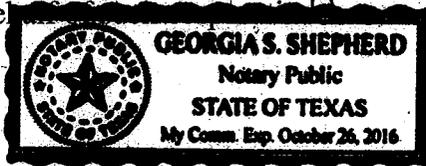


My Commission expires on the 3<sup>rd</sup> day of August, 2014.

STATE OF TEXAS }  
COUNTY OF COLLIN }

This instrument was acknowledged before me on the 12<sup>th</sup> day of August, 2013 by Judge Keith Self of Collin County, Texas of on behalf of

Georgia S. Shepherd  
Printed Name Georgia S. Shepherd



My Commission expires on the 26<sup>th</sup> day of October, 2016.