

North Central Texas Council of Governments

**AGREEMENT BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
COLLIN COUNTY**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has an interest in assisting local governments in providing information for planning, engineering, public safety, and municipal management;

WHEREAS, the **COLLIN COUNTY** (Entity), wishes to have its map-based information system include the 2013 digital aerial photography and has determined that the creation of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose;

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can fulfill this need, and NCTCOG is willing to reciprocate; and

NOW THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the creation of digital aerial photography.

I. LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. The following provisions are a license agreement between NCTCOG and the Entity with respect to data products that are identified in section II. NCTCOG is the owner of and has the right to grant a license to use the said data products free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret, or other proprietary rights.

The NCTCOG data product may be distributed to the Entity on CD-ROM, DVD, or portable hard drive. The Entity will need to install and operate the NCTCOG data product on properly configured and compatible computer equipment running third party system and application software supplied by the Entity. The Entity will also need to insure that any required data not supplied by NCTCOG is in proper format and no other software or equipment having an adverse impact on the NCTCOG product is present.

A. Licensed Operating Environment

- (1) **Operating Equipment.** In exchange for monetary consideration listed in section III, the Entity will be granted an exclusive operation license to install, store, load, execute, and display (collectively, "Use") the NCTCOG data product on as many local area networks and/or end-user workstations as the Entity reasonably needs in support of its own operation (the "Licensed Operating Environment"). Any software components of the NCTCOG data product are provided in machine-readable executable format only.
- (2) **Authorized Users.** Unless otherwise agreed in writing, the NCTCOG data product will be used by Entity officials, officers, employees, and authorized contractors only ("Authorized Users"). A contractor shall be deemed authorized to Use the data products by the Entity or NCTCOG if such Use is incidental to a larger relationship between the contractor and the Entity, and is used for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with that relationship. The contractor must agree in writing to be bound by the provisions of this Agreement.

B. Permitted Uses

- (1) **Use of NCTCOG Products.** The Entity's Authorized Users may Use the NCTCOG data product in the Licensed Operating Environment for any use that furthers the Entity's internal operations or in furtherance of the Entity's mission.
- (2) **Use of Generated Output or Other Data.** Except as stated, the Entity will own all original works of authorship it may independently create. Digital output from the Entity's Use of the NCTCOG Data Product may be resized as desired and printed on black and white, color printers, or map plotters. Such printed hardcopies may be distributed to the Entity's officers, employees, citizens, contractors, or other persons in the regular course of business for their internal use or in connection with an actual transaction. Such printed output may be further copied, photographed, or reproduced digitally on the Internet. The Entity may charge a fee for such hardcopy printouts that exceed the actual direct cost of production. Without the prior written consent of NCTCOG, the Entity may not otherwise provide copied, digitized, reproduced, transmitted or disseminated, in whole or in part, any of the original digital data product in any form.

II. OBLIGATIONS

Upon delivery of the products, NCTCOG shall invoice the Entity for the stipulated amounts listed below.

Product	Amount
2013 Aerial Photography	\$61,999.00

You have agreed to the payment terms listed below and have secured the total amount with purchase order (PO) number _____ (Please enter a PO number if blank. If you have not yet secured a PO, please enter 9999).

Payment Years
FY 2014

Invoice Dates
Delivery date

If your payment is spread across two fiscal years you will be invoiced 50% of the total amount each year. Upon receipt of the first invoice, the Entity has thirty (30) days to review the products and pay said invoice or the remaining amount owed to the North Central Texas Council of Governments (NCTCOG).

III. TERMINATION

The parties agree that the Entity may terminate this Agreement by providing thirty (30) days written notice to NCTCOG. Such notice shall be given to NCTCOG at the address set forth under its signature below. In the event of such termination, NCTCOG shall reimburse to the Entity pro-ratable portion of the contracted amount for services rendered. The Entity would also reimburse NCTCOG for staff time billed to the project up to termination.

IV. AFFIDAVIT OF PROHIBITED INTEREST

NCTCOG acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render this Agreement null and void.

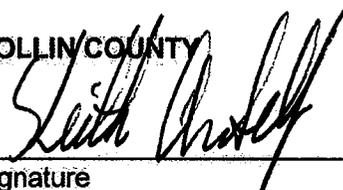
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

 _____ 3/28/13
Date

Mike Eastland
Executive Director
616 Six Flags Drive, Suite 200
Arlington, Texas 76011

COLLIN COUNTY

 _____ 10/29/13
Signature Date

Name: Keith Self

Title: County Judge

Street Address: 2300 Birkmoodle Road
Suite 4192

City, State, Zip: McKinney, TX 75071

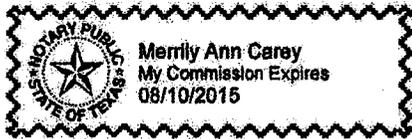
APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared Mike Eastland known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the above for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 28 day of March, 2013.



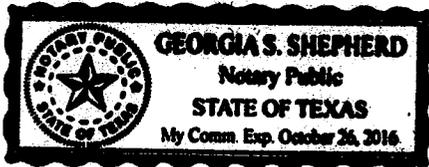
Merryly Ann Carey
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF COLLIN)

BEFORE ME, the undersigned authority, on this day personally appeared Keith Self, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the above for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 29th day of October, 2013.



Georgia S. Shepherd
Notary Public in and for the State of Texas

APPENDIX A

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

	MAIN CONTACT	ADDITIONAL CONTACT
Name:	Shelley Broyles	Mick Maguire
Title:	GIS Project Coordinator	Chief Technology Officer
Department	Research and Information Services	Research and Information Services
Organization:	NCTCOG	NCTCOG
Street Address:	616 Six Flags Drive, Suite 200	616 Six Flags Drive, Suite 200
City, State, Zip	Arlington, Texas 76011	Arlington, Texas 76011
Phone/Fax:	(817) 695-9156 (817) 640-4428	(817) 704-2519 (817) 640-4428
E-mail:	sbroyles@nctcog.org	mmaguire@nctcog.org