

**AGREEMENT BY AND BETWEEN THE CITY OF WYLIE AND
COLLIN COUNTY, TEXAS
FOR GIS SERVICES**

This Interlocal Agreement (the "Agreement") is made and entered into by and between **Collin County**, a political subdivision of the State of Texas (hereinafter referred to as the "County") and the **City of Wylie, Texas**, a Texas home rule municipal corporation, (hereinafter referred to as the "City"), to be effective upon October 1, 2014 with approval of the Wylie City Council and subsequent execution of this Agreement by the Wylie City Manager or her duly authorized designee.

WHEREAS, both the City and County have the authority to enter into this Agreement pursuant to Chapter 791 of the 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, for and in consideration of the mutual representations, terms and covenants hereinafter set forth, it is understood and agreed by and between the parties hereto as follows:

**I.
Purpose**

The purpose of this Interlocal 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.

**II.
Services**

County will prepare the Wylie Fire Rescue, services as outlined in **Exhibit "A"** (which will be updated annually). The work listed within the Exhibits provides up to 160 hours of development, management and mapping for the City. All of the work listed will be completed within the term of the Agreement and the City's fiscal budget year. County will maintain and update the data created from this project for the duration of the most current Agreement term.

Requests for additional work will be mutually agreed upon in writing by both Parties; and work shall not begin until such written changes to the Agreement are executed by an authorized representative of each Party.

III.
Effective Date/Term

County and City recognizes that this Agreement shall commence upon the effective date of **October 1, 2014** and continue in full force and effect for a period of one (1) year (or until termination in accordance with its provisions); and shall renew annually upon written mutual agreement of both Parties.

IV.
Termination/Breach

This Agreement may be terminated by either Party with or without cause upon ninety (90) days written notice to the other Party. Upon termination, County will reimburse any unused maintenance fees paid.

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.

V.
Funding

County and City herein recognize that the continuation of the Agreement after the close of any given fiscal year of the City of Wylie, which fiscal year ends on September 30th of each year, shall be subject to Wylie City Council approval of funding. In the event that the Wylie City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

VI.
Payment

Payments hereunder shall be made to County in accordance with **Exhibit "A"** and the Texas Prompt Payment Act; within thirty (30) days of receiving a correct invoice for the products and services delivered.

VII.
Warranty

County warrants and covenants to the City that all goods and services provided by County, subcontractors, and/or agents under this Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement.

VIII.
Notice

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to County, to: Collin County
 Attn: Purchasing Agent
 2300 Bloomdale, Suite 3160
 McKinney, TX 75071

If to City, to: City of Wylie
 Attn: Glenna Hayes, Purchasing Mgr.
 300 Country Club Rd., Bldg 100
 Wylie, Texas 75098

Wylie Fire Rescue
Attn: Asst. Chief Brandon Blythe
300 Country Club Road
Wylie, TX 75098

IX.
Liability

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

X.
Amendments

This Agreement may be amended from time to time in writing, when mutually agreed upon by both Parties and executed by an authorized representative.

XI.
Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XII.
Entire Agreement

The Agreement documents contain the entire agreement of the parties with respect to the matters contained herein; and supersedes all other negotiations, representations, or agreement, wither written or oral relating to this Agreement. All provisions of the Agreement documents shall be strictly complied with and conformed to by the Parties, and no amendment to the Agreement documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement documents except as specifically provided for in such amendment.

XIII.
Compliance with Applicable Laws Set Forth Herein

County shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect County or the work. If County observes that the work is at variance therewith, County shall promptly notify City in writing.

IVX.
Counterparts

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

XV.
Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall only be in Collin County, Texas.

XVI.
Binding Effect

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

XVII.
Authority to Execute

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

XVIII.
Assignment

County agrees to retain control and to give full attention to the fulfillment of this Agreement, that this Agreement shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. County further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, shall not relieve County from its full obligations to City as provided by this Agreement.

IXX.
Sovereign Immunity

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

XX.
Force Majeure

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals as of the date listed above.

CITY OF WYLIE, TEXAS
a Texas municipality

By: Mindy Manson
Mindy Manson, City Manager

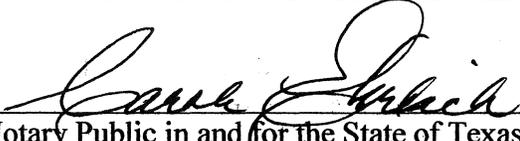
COLLIN COUNTY:
A Political Subdivision of the State of Texas

By: Keith Self
Keith Self, County Judge
Printed Name, Title

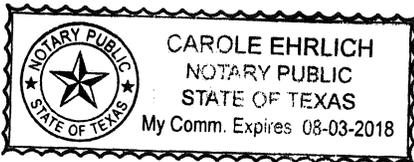
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Mindy Manson**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me she is the duly authorized representative for the **City of Wylie, Texas** and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of September, 2015.



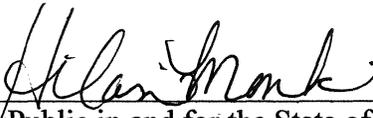
Notary Public in and for the State of Texas
My Commission Expires: 8-3-2018



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Keith Self, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **Collin County, Texas**, and said person executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of October, 2015.



Notary Public in and for the State of Texas
My Commission Expires: 4-10-2019

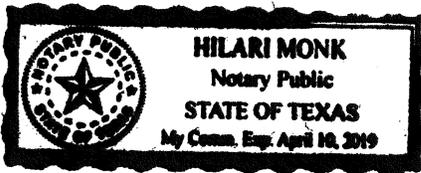


EXHIBIT 'A'
Services and Fees

Effective 10/1/2014

2015 SERVICES:

- **District 4: 100 hours** **\$5,000.00**
 - Develop scenarios for a new district
 - Develop Final presentation for District 4
 - Add District 4 to the map products

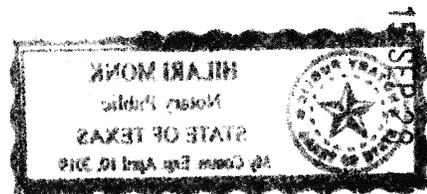
- **Geocode All Calls: 60 hours** **\$3,000.00**
 - Geocode all data provide by Wylie FD
 - Add data to new call boxes
 - Demonstrate various ways to display

ANNUAL MAINTENANCE – Option A **\$7,000.00**

As detailed in **Exhibit “A-1”**; to include the following:

- Twelve (12) months of data updates
- Storage of data
- Web Access and design along with a routine backup and recovery strategy for the work above
- Software upgrades
- Web upgrades
- Map Book and Wall Map Updates
- Additional Training
- Mapping (includes annual sex offender buffer map, 10 wall maps, 10 smaller maps and map books)

City will provide to County the information needed to perform the work.



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