

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, is made and entered between City of Wylie, a municipality 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 and may be renewed by City annually by giving the County written notice of its intent to extend the Agreement for another year at least ninety (90) days before the expiration of the agreement.

Section 3. Services Rendered

Collin County proposes two projects to support WFD in Fiscal Year 2010. We will expand our analysis of the ISO analysis for Standard Response District (SRD) as outlined in the *Fire Suppression Rating Schedule Handbook*. Our office will analyze new SRDs based on input location provided by WFD. This task will include calculating the SRD coverage percentage of the City of Wylie. Our office also proposes a Fire/Non-Fire Risk Assessment also known as Fire Flows. We will use spatial analysis to determine major pipelines, flood plain and undeveloped land per fire call box. The Fire Flows project deliverables will be a database for administration staff to use for reporting and associated maps.

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.
- software upgrades
- Web upgrades
- Additional training and mapping (36 Map books, 25 Wall maps).

Section 6. Consideration

6.1 Fee Schedule

<u>Services</u>	<u>Hours</u>	<u>Price</u>
ISO/SRD Analysis 1. Update Current Plan SRD Analysis 2. Additional Plan SRD Analysis 3. Supporting Maps	80	\$4,000
Fire/Non-Fire Risk Assessment 1. Spatially Analyze Risk based on WFD Criteria 2. Supporting Maps & Database	80	\$4,000
<u>TOTAL Solution</u> - 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 2010. Collin County GIS will maintain and update the data created from this project for the duration of the City's fiscal budget year 2010. If additional work is required and authorized, an addendum to the quote will be supplied.

5.2 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 6. Warranty

For the duration of fiscal year 2010, Collin County will maintain and update the data created for this project in Section 3 – Services Rendered.

Section 8. 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 9. 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.

Section 10. 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 11. 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 12. Amendments

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

Section 13. 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 14. Captions

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

Section 15. 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 16. 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: *Eric Hogue*

BY: *Keith Self*
Keith Self, County Judge

Collin County

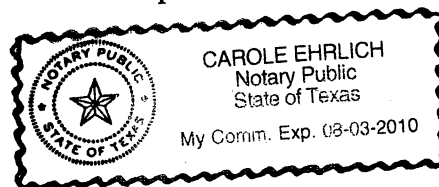
ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF COLLIN }

This instrument was acknowledged before me on the 8th day of December, 2009 by Eric Hogue of CITY of on behalf of such corporation.

Carole Ehrlich
Printed Name Carole Ehrlich

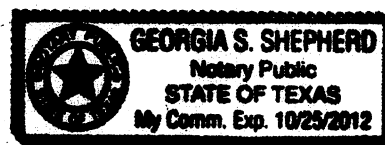


STATE OF TEXAS }

COUNTY OF COLLIN }

This instrument was acknowledged before me on the 27th day of January, 2009 by Judge Keith Self of Collin County, Texas of on behalf of such corporation.

Georgia S. Shepherd
Printed Name Georgia S. Shepherd



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