

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS
AND FRISCO ECONOMIC DEVELOPMENT CORPORATION**

(Geographic Information Systems Services)

THIS AGREEMENT (the "Agreement"), made and entered into this 20th day of October 2016, by and between the **CITY OF FRISCO, TEXAS** ("Frisco"), a municipal corporation, and the **FRISCO ECONOMIC DEVELOPMENT CORPORATION** ("FEDC"), a municipal agency.

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to provide Geographic Information System ("GIS") services to FEDC; and

WHEREAS, FEDC has investigated and determined that it would be beneficial to FEDC to employ Frisco for the purpose of providing GIS services for FEDC; and

WHEREAS, FEDC has investigated and determined that GIS services will be used to develop and maintain a database and materials that will be beneficial in attracting future economic development to the City of Frisco; and

WHEREAS, FEDC has investigated and determined that Frisco has adequate personnel and equipment to provide the necessary GIS services; and

WHEREAS, FEDC has investigated and determined that obtaining GIS services from Frisco, as set forth below, will be the most efficient use of funds for GIS services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Frisco and FEDC agree as follows:

1. Obligations of FEDC.

FEDC will provide to Frisco the materials included in the Statement of Work, attached hereto as Exhibit "A" and incorporated herein for all purposes, in accordance with the project schedule included in Exhibit "A".

2. Obligations of Frisco.

A. Frisco will provide the GIS services outlined in Exhibit "A" in accordance with the project schedule included in Exhibit "A".

B. The electronic data created by Frisco as outlined in Exhibit "A" will be the property of FEDC and Frisco and shall be provided to FEDC periodically upon written request and/or upon termination of this agreement.

3. **Compensation.** FEDC shall pay to the City of Frisco \$52,000.00 in FY17 as compensation for the GIS services and aerial map production provided to FEDC in accordance with this Agreement. The compensation shall be paid in quarterly installments of \$13,000.00 to the City, beginning December 2016.
4. **Term/Termination.** The term of this Agreement shall commence on the date established above and shall continue in effect until September 30, 2017. At the time of execution of this agreement, the statement of work for future Fiscal years has not been determined, nor the compensation for such work been calculated. Prior to the termination of this agreement, the parties shall complete the determination of the Fiscal Year 2017-2018 statement of work and the compensation calculations for such work and may negotiate an extension of this agreement on or before August 1, 2017. Similar extensions shall be negotiated near the termination of each fiscal year until such time as either party desires to terminate the agreement.
5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City: City of Frisco
Attn: City Manager
6101 Frisco Square Blvd
Frisco, Texas 75034

Town: Frisco Economic Development Corporation
Attn: President
6801 Gaylord Pkwy, Suite 400
Frisco, TX 75034

6. **Miscellaneous.**

- A. **Assignment.** This Agreement is not assignable without the prior written consent of the Parties.
- B. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- C. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

- D. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- E. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- F. **Authority to Execute.** 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.
- G. **Savings/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.
- H. **Representations.** 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.
- I. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- J. **Pursuit of a Governmental Function.** Both Frisco and FEDC have determined by their execution of this Agreement that this Agreement and the obligations of the parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation, Chapter 791, Texas Government Code, and the participation by either party in the terms of this Agreement shall not make such party an agent or representative of the other party.
- K. **Sovereign Immunity.** The parties agree that neither Frisco nor FEDC has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.
- L. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No third party shall have any rights herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

FEDC BOARD APPROVED this 19th day of October, 2016.

THE CITY OF FRISCO, TEXAS

By: _____ Date: _____

Name: _____

Title: _____

THE FRISCO ECONOMIC DEVELOPMENT CORPORATION

By: James L. Gandy Date: 10-20-16

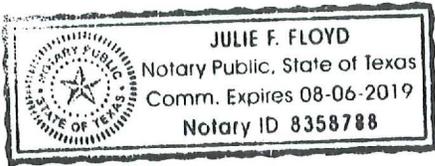
Name: James L. Gandy

Title: President

STATE OF TEXAS §
 §
COUNTY OF COUNTY §

BEFORE ME, the undersigned authority, on this day personally appeared James L. Gandy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for FRISCO ECONOMIC DEVELOPMENT CORPORATION, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of October 2016.



Julie F. Floyd
Notary Public in and for the
State of Texas
My Commission Expires:
8-6-19

STATE OF TEXAS §
 §
COUNTY OF COUNTY §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for the CITY OF FRISCO, TEXAS, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2016.

Notary Public in and for the
State of Texas
My Commission Expires:

EXHIBIT A

Statement of Work GIS Services for Frisco Economic Development Corporation City of Frisco, GIS FY 17

Introduction

This Statement of Work (SOW) sets forth requirements of Frisco Economic Development Corporation (FEDC) for implementation of work, including the maintenance of GIS Layers, Demographic Data, Interactive Internet/Intranet Mapping, and on demand Mapping Services.

- I. Maintain and Update GIS Base Layers**
FEDC has requested the various data layers be maintained and updated as needed.
- II. Maintain Online Interactive Mapping Tool(s)**
FEDC has requested the maintenance of the ArcGIS Server based Internet and Intranet Mapping Site.
- III. Create EDC Aerial Map**
FEDC has requested the continued maintenance of the aerial folding map to GIS.
- IV. Manage Xceligent Contract and Data**
Continue maintenance of the GIS layer that reflects current For Sale and Lease Properties.
- V. Mapping Services**
FEDC has requested “on demand” as well as ongoing mapping services.

Work To Be Performed

- I. Maintain GIS Base Layers**
Maintenance of the various GIS layers will be completed as following
 - A. Development Layer(s) – This layer is a “snapshot” of current development and construction activities in the City of Frisco. The layer is based on a combination of Zoning Cases, Annexation/Disannexation Cases, Specific Use Permits, Plat Submittals, and Building Permits. GIS will leverage the various databases to create a unified source for development information.
 - B. Major Development Site Plans – This layer depicts the site plans for the various large developments occurring in the City. The EDC dictates to GIS which developments are to be included and provides the site plan along with updates to GIS for inclusion.
- C. Maintain currency on following GIS Layers: Parcels, Subdivisions, Roads, Water, Sewer, Annexation, Zoning, Wet/Dry, Contours, Aerials, Public Facilities, Schools, Parks, Restaurants, Golf Courses, Sports and Entertainment Venues, Major Retail and Office Centers.

II. Maintain Online Interactive Mapping Tool(s)

Frisco will maintain and enhance the interactive mapping site <http://edcmaps.friscotexas.gov> to include the following:

A. EDC Maps

- a. Maintain site using Microsoft Silverlight technology to include base functionality in current site
 - Follow general appearance of FEDC website
 - Zoom In/Out
 - Pan
 - Identify/Rollover Feature
 - Property address
 - Floor Plate
 - Square Footage
 - Control Visible Layers
 - Hyperlink Parcels to CCAD and DCAD
 - Print/Export to PDF
 - Address Search/Zoom to Feature
 - Drill down that returns relevant information
 - Housing Developments / Housing Costs
 - Business Types
 - Demographic Data (NCTCOG 2010 Data)
 - Query for Sale and Lease Properties
 - Report results in grid
 - Sort results in grid
 - Include image of property
 - Export results of property search including image to pdf
- b. Area statistics: Create a tool that will allow user to draw box/shape and report back relative GIS information.
- c. Current roads and future thoroughfare plan

B. ArcGIS Online Maps –

- a. \$5B Mile Story Map - This application combines maps with narrative text, images, and multimedia content related to the \$5B Mile. The EDC dictates to GIS the locations to be featured in the Story Map and will provide the narrative text, images, and multimedia content along with updates to GIS for inclusion.
- b. Property For Sale & Lease Web App – This web app/map will replace the current Silverlight Map (See A. above) with similar functionality but created in the ArcGIS Online environment allowing the map to work across all current platforms.

III. Create EDC Aerial Folding Map

FEDC has requested the continued maintenance of the aerial folding map to GIS. This map will reflect consistency in previously published maps. GIS will provide FEDC with a digital file as a source for final publication.

IV. Manage Xceligent Contract and Data

Frisco GIS will manage Xceligent contract including, but not limited to the monthly download of For Sale and Lease property information. Frisco GIS is to convert this property data into a GIS layer for the purpose of displaying in aforementioned Interactive Mapping Site.

V. Maintain Commercial Office Space Layer

FEDC has requested that GIS maintain an additional layer of available Commercial Office Space with site information (square footage, building features, and availability) along with hyperlinks to sales flyers created by the developer, the EDC, or GIS.

VI. Mapping Services

FEDC has requested “on demand” mapping services to be provided as needed. These mapping services will sometimes have the need for a very quick turnaround as they are generally in response to proposals. In addition, FEDC would like Frisco to maintain an update to date collection of maps that can be used for such proposals.