

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS
AND THE TOWN OF PROSPER, TEXAS
(Geographic Information Systems Services)**

THIS AGREEMENT (the “Agreement”), made and entered into this ____ day of October, 2020, by and between the **CITY OF FRISCO, TEXAS** (“Frisco”), a municipal corporation, and the **TOWN OF PROSPER, TEXAS** (“Prosper”), a municipal corporation.

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 and process training to Prosper; and

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to provide process training for a Prosper-employed FTE dedicated to GIS (“Prosper FTE”), including training regarding GIS services historically provided by Frisco to Prosper; and

WHEREAS, Frisco and Prosper have determined that it would be advantageous and beneficial to transition full-time GIS responsibilities to Prosper prior to May 31, 2021 and Frisco will assist in the interviewing and process training of Prosper GIS staff; and

WHEREAS, Prosper has investigated and determined that it would be beneficial to Prosper and its citizens to retain Frisco for the purpose of providing GIS services and process training for the Prosper FTE; and

WHEREAS, Prosper has investigated and determined that GIS services and process training will be used to develop and maintain a database and materials that will be beneficial in attracting future economic development to Prosper; and

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

WHEREAS, Prosper has investigated and determined that obtaining GIS services and process training 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 Prosper agree as follows:

1. **Obligations of Prosper.**

- A. Prosper 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”.

B. Prosper will hire a suitable FTE at or before the effective date of this Agreement. Prosper will adhere to the agreed upon Gantt chart (Exhibit B) indicating target training/transition target dates or earlier.

2. **Obligations of Frisco.**

A. Frisco will provide the GIS services and process training to the designated Prosper FTE outlined in Exhibit "A" in accordance with the project schedule included in Exhibit "B".

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

3. **Compensation.** Prosper shall pay to Frisco \$80,000.00 as compensation for the GIS services and process training. The compensation shall be divided into eight (8) equal installments, payable on a monthly basis. In the event the training/transition is not complete by May 31, 2021, Prosper may make a written request for Frisco to continue to provide services to Prosper at a rate of \$20,000 per month until September 30, 2021.

4. **Term/Termination.** The term of this Agreement shall commence on the date established above and shall continue in effect until May 31, 2021, or as otherwise agreed by the parties in writing. The transition of GIS from Frisco to Prosper, including all work and process training provided by Frisco, is to be completed by May 31, 2021.

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: Town of Prosper
Attn: Town Manager
P.O. Box 307
Prosper, TX 75078

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 Prosper 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 Prosper 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.

THE CITY OF FRISCO, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

THE TOWN OF PROSPER, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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 **TOWN OF PROSPER, 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 _____, 2020.

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

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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 _____, 2020.

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

EXHIBIT A

Statement of Work GIS Services for Town of Prosper City of Frisco, GIS FY21

Introduction

This Statement of Work sets forth requirements of the City of Frisco (Frisco) to provide GIS Services and Training to the Town of Prosper (Prosper) for the transition of GIS to Prosper, implementation of work, including the maintenance of GIS Layers, maintenance of Web-based Applications, and third-party cooperatives.

Contacts

In support of GIS Services to be performed:

- Frisco shall designate the GIS Manager as the sole point of contact for all requests. The GIS Manager will assign tasks to Frisco staff accordingly.
- Prosper shall designate [employee] as the sole point of contact for all requests.
- [Employee] and GIS Manager will work in conjunction with appropriate staff and act as liaisons for their respective entities.
- When appropriate, [employee] and/or GIS Manager will hand off communication to internal staff for continued correspondence.
- Frisco GIS Staff will work with designated Prosper FTE to train and transition GIS duties

Work To Be Performed

Create/Maintain GIS Layers

Prosper has requested the following data layers/groups be created and/or maintained:

- | | |
|---------------------------------------|-------------------------------|
| 1. Abandoned Sanitary Sewer* | 25. Parcel |
| 2. Abandoned Water* | 26. Parks |
| 3. Abstracts† | 27. Ponds & Lakes |
| 4. Address Grid† | 28. Pre-Construction Parcels* |
| 5. Address Points | 29. Pre-Construction Roads* |
| 6. Annexation | 30. Public Facilities |
| 7. Annexation Agreements | 31. Roads |
| 8. Bridges* | 32. Sanitary Sewer* |
| 9. Contours† | 33. School Districts† |
| 10. County Lines† | 34. Schools |
| 11. Current Aerials† | 35. Sex Offender Free Zones |
| 12. Current Land Use† | 36. Special Districts |
| 13. Developer Agreements | 37. Storm* |
| 14. Franchise Electric Providers*† | 38. Streams† |
| 15. Elevation Models† | 39. Subdivision |
| 16. ETJ | 40. Thoroughfare Plan† |
| 17. FEMA† | 41. Town Limits |
| 18. Fire Map Book Grid† | 42. Warning Sirens |
| 19. Future Land Use Plan† | 43. Wastewater CIP† |
| 20. Franchise Natural Gas Providers*† | 44. Water CIP† |
| 21. Hike & Bike Trails | 45. Water* |
| 22. Historical Aerials† | 46. Wet/Dry Alcohol Sales |
| 23. Hunting Layer | 47. Zip Codes |
| 24. Limited Purpose Annexations | 48. Zoning |

**Denotes sensitive layer that will not be available for public viewing*

†Denotes sourced data not maintained by Frisco

Training To Be Conducted

Train and Transition the following items related to the attached Gantt chart

1. Assisting with the hiring process for the dedicated Prosper FTE
2. Assisting with the design and 3rd-party integration during the transition
3. Providing a historical overview of the Prosper GIS environment
4. Review Prosper GIS database
5. Review services used by Prosper
 - a. Map services
 - b. GeoCoding service(s)
 - c. GeoProcessing service(s)
 - d. Print service(s)
6. Describing all data integrations
7. GPS data collection, processing, and post-processing
8. Data conversion process
 - a. Public utilities
 - i. Water system
 - ii. Reclaimed water system
 - iii. Wastewater system
 - iv. Storm drainage system
 - b. Land development
 - i. Parcels
 - ii. Subdivisions
 - iii. Zoning
 - iv. Annexations
 - c. Street centerlines
 - d. NextGen 9-1-1
9. Fire Map Book
10. FEMA quarterly update
11. US Census update
12. Standard Maps
13. Hunting Area update
14. Sex Offender update
15. Network Analyst Fire District update

In order to maintain the layers, Prosper will provide Frisco with:

1. Approved Final Plats, Re-plats, Conveyance Plats, Amending Plats and Site Plans in both PDF and AutoCAD formats;
2. PDF and AutoCAD (verified to be inclusive of all relevant data) construction documents and as built drawings in accordance with the guidelines set within the “Non-governmental Cooperatives” section of this document;
3. Zoning and Specific Use Permit legal description boundaries and/or adopted ordinances, with an average of three (3) per month; and
4. Annexation legal description boundaries and/or adopted ordinances, with an average of two (2) per month.

Create Standard Maps

Frisco will create and deliver pdf files of the following maps one time during FY21. Any additional deliveries will come from the

Prosper FTE:

Map	Size (in)	Scale
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Aerial	30 x 78	1 in = 750 ft
Aerial Prosper ISD	42 x 84	1 in = 750 ft
Annexation*	16.5 x 39	1 in = 1500 ft
Annexation*	30 x 78	1 in = 750 ft
Hunting	16.5 x 39	1 in = 1500 ft
Sex Offender	16.5 x 39	1 in = 1500 ft
Streets and Subdivisions	25 x 55.5	1 in = 1000 ft
Streets with Grid and Hydrants	42 x 92	1 in = 600 ft
Streets with Grid and No Hydrants	42 x 92	1 in = 600 ft
Thoroughfare Plan*	16.5 x 39	1 in = 1500 ft
Wet/Dry*	16.5 x 39	1 in = 1500 ft
Zoning	16.5 x 39	1 in = 1500 ft
Zoning	24 x 58	1 in = 1000 ft
Zoning	30 x 78	1 in = 750 ft
Fire Map Book	8 x 11	1 in = 500 ft

* Maps whose creation could be transitioned to Prosper, which if executed Frisco would provide up to 4-hours of support and training at no additional cost.

Maintain Web-based Applications

Frisco will maintain two (2) online mapping applications; one (1) for internal/staff access and use only, which will contain the noted sensitive layers, and one (1) for external/public access and use, which will not contain the noted sensitive layers. The average maintenance shall not exceed 10-hours per month.

Prosper may provide Frisco up to eight (8) layers (maximum of one per month) to be uploaded to the interactive maps, provided the layers (including schema, required fields, field aliases, and symbology) are created and maintained by Prosper.

Inter-agency Cooperatives

Frisco will work with the following governmental agencies on Prosper's behalf to fulfill GIS data requests: Collin County, Denton County, Collin Central Appraisal District (CCAD), Denton Central Appraisal District (DCAD), the US Census Bureau, and the North Central Texas Council of Governments (NCTCOG).

Non-governmental Cooperatives

Frisco will work with the following entities supporting Prosper's GIS efforts: NewEdge Services and Esri. No other entities or integrations will be taken on as part of this Statement of Work.

Frisco will provide data exports of all requested GIS layers on a monthly basis for use by Town Staff and New Edge Services for Cityworks integration.

Frisco will use the existing processes and schema to continue providing monthly tax roll information to Central Square for TRAKiT consumption through May 31st, 2021 at which time Prosper will need a process in place for business continuity.

Frisco will engage RAMTeCH Corporation for a continuation of the current data conversion contract. Prosper will provide Frisco as built drawings, in both PDF and AutoCAD formats (verified to include all relevant data), along with any GPS data collected, to be converted by RAMTeCH or Frisco GIS staff within two-weeks of receipt by Prosper; with RAMTeCH conversion costs not to exceed 5,600 through May 31st, 2021. There shall be an annual maximum of sixteen (16) project as built drawings provided from Prosper to Frisco for data conversion by RAMTeCH or Frisco GIS staff, delivered to Frisco at a rate of no more than four per month, which does not include redundant deliveries for project as built drawings with missing and/or inaccurate information. Any project rejected more than once for missing and/or inaccurate information shall be counted as an additional project for the purposes of the submittal tally.

In Support of Data Conversion

Prosper will:

- Work with developers to ensure accurate and complete submittals
- Provide Frisco with as built construction plans within two-weeks of receipt by Prosper

Frisco will:

- Receive and process as built documents from Prosper
- Populate Prosper's GIS geodatabase with the newest available data

Frisco will not:

- Engage in conversations with developers or architectural and engineering firms on Prosper's behalf

Exhibit B (Transition Timeline)

TASK	ASSIGNED TO	PROGRESS	START	END	RO M MIN	RO M MAX	SIGN -OFF COF	SIGN -OFF TOP
Draft Job Description	AG, JJ		31-Aug-20	27-Sep-20	4	8		
Post Job Description	AG		28-Sep-20	4-Oct-20	0	1		
Hiring Process								
Review Resumes	AG, JJ		5-Oct-20	25-Oct-20	8	16		
Complete First Interviews	AG, JJ		26-Oct-20	15-Nov-20	8	16		
Complete Second Interviews	AG, JJ		16-Nov-20	29-Nov-20	4	8		
Onboard - Prosper	AG		30-Nov-20	27-Dec-20	0	1		
Onboard - Frisco GIS								
Installation of Esri Products	MA		28-Dec-20	3-Jan-21	1	2		
High Level review of GIS Environment	JJ, MA, CS, BV, TC		4-Jan-21	17-Jan-21	20	40		
ArcGIS Online	MA, TC		18-Jan-21	24-Jan-21	2	4		
Review Layers	MA		25-Jan-21	31-Jan-21	2	4		
Explanation of Integrations	MA, TC		1-Feb-21	7-Feb-21	2	4		
Initiate Training Program								
Data Collection								
GPS Field Work & Post-Processing	BV		23-Jan-21	19-Mar-21	12	24		
Data Conversion	BV		30-Jan-21	19-Mar-21	12	24		
Quality Control	BV		30-Jan-21	19-Mar-21	6	12		
Public Utilities								
Water	BV		30-Jan-21	26-Feb-21	4	12		
Wastewater	BV		6-Feb-21	5-Mar-21	8	16		
Storm	BV		13-Feb-21	12-Mar-21	4	8		
Reclaimed	BV		30-Jan-21	26-Feb-21	2	4		
Zoning	MA		1-Mar-21	4-Mar-21	6	12		
Annexation	MA		1-Mar-21	4-Mar-21	2	4		
US Census BAS Update, Annually	MA		1-Mar-21	4-Mar-21	2	4		
Standard Map Documents Explained	MA		4-Mar-21	7-Mar-21	4	8		
FEMA, Quarterly Update (Models)	CS		8-Mar-21	8-Mar-21	2	4		
Missing Tax Roll Parcels (Models)	CS		8-Mar-21	10-Mar-21	6	12		

Address Points	CS	11-Mar-21	11-Mar-21	1	2		
Parcels							
Pre-Construction	CS	15-Mar-21	25-Mar-21	4	8		
Non-Pre-Construction	CS	15-Mar-21	25-Mar-21	4	8		
Subdivisions	CS	15-Mar-21	25-Mar-21	2	4		
Roads	CS, BM	26-Mar-21	1-Apr-21	4	8		
Fire Map Book	BM	2-Apr-21	11-Apr-21	2	4		
Sex Offender Map	BM	2-Apr-21	11-Apr-21	2	4		
Hunting Areas	BM	2-Apr-21	11-Apr-21	2	4		
NextGen 9-1-1	BM	12-Apr-21	19-Apr-21	4	8		
Network Analyst/Proposed Fire Dist	BM	12-Apr-21	19-Apr-21	4	8		
Agency Cooperatives	MA	1-Mar-21	7-Mar-21	1	4		
New Edge Data Migration							
Planning	AG, NE, TC, JJ	5-Oct-20	1-Nov-20	20	60		
Service Reconstruction	TC, NE	2-Nov-20	22-Nov-20	8	16		
Implementing	TC, NE	23-Nov-20	20-Dec-20	2	4		
Testing	MA, CS, BV	21-Dec-20	17-Jan-21	12	24		
Going Live	TC, NE	18-Jan-21	31-Jan-21	2	4		
				195	418		