

**INTERLOCAL AGREEMENT
FOR GIS MAPPING SERVICES
FOR THE CITY OF ROANOKE**

THE STATE OF TEXAS)(

COUNTY OF TARRANT)(

THIS ("Agreement"), is made and entered into by the CITY OF KELLER, TEXAS, a Home Rule municipal corporation ("KELLER"), and the CITY OF ROANOKE, TEXAS a Home Rule municipal corporation, ("ROANOKE") each acting by and through its duly appointed and authorized city managers:

W I T N E S S E T H:

WHEREAS, KELLER, and ROANOKE desire to enter into this Agreement to allow the KELLER Information Services Department GIS Division to provide GIS mapping services on a per request basis;

WHEREAS, KELLER has the personnel available to perform these services for the city of ROANOKE; and

WHEREAS, all payments for GIS mapping services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, KELLER provides GIS mapping services of which will be performed at the KELLER Town Hall location of 1100 Bear Creek Pkwy, KELLER, TX., on an as needed basis, the term of 12 months from the start of the contracted term; and

WHEREAS, normal working hours are defined as Monday through Friday between 08:00 am and 5:00 pm; and

WHEREAS, other than normal working hours are defined as Friday 5:01 pm through Monday morning at 07:59 am, and any evening Monday through Thursday 5:01pm until 07:59 am the next day; and

WHEREAS, GIS mapping services will be limited to 120 hours per year, which will be calculated based upon execution of this Agreement and will run congruently with the terms of the contract; and

WHEREAS, all payments for GIS mapping services to be made will not exceed an hourly rate of \$65 during normal working hours, and an hourly rate of \$75 during other than normal working hours, with a minimum of 2 hours for each work request; and

WHEREAS, KELLER, and ROANOKE have concluded that this Agreement fairly compensates the performing party for the information technology Services being provided hereunder; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act"); and

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, KELLER, AND ROANOKE HEREBY AGREE TO THE FOLLOWING:

Section 1. **Recitals.** All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term.** This Agreement shall be for a term of three hundred and sixty five (365) days commencing on the date the Agreement is fully executed:

Section 3. **Scope of Services to be provided by KELLER.** KELLER hereby agrees to perform the following:

- a. KELLER will provide ROANOKE GIS mapping services, on a per request basis. The duties include:
 1. Maintain and administer ROANOKE datasets, which includes street centerlines, parcels, hydrants, and fire station location
 2. Create ArcGIS Online Services for hydrant collector and maintenance
 3. Create Fire Mapbook on a biannual basis- delivered as a PDF
 4. Access to Community Analyst for Demographic report and Fire Drive Time
 5. Access to Pictometry Online for Oblique Aerial to be used for Fire Pre-Plan
 6. Provide other GIS support as needed
 7. Assist users encountering software issues by providing guidance in proper usage and/or resolving technical problems
- b. ROANOKE agrees to either reimburse or directly pay for any software or consumables cost related to KELLER providing GIS mapping services. This could include the cost of paper, printer ink, software licenses, or software fees directly associated with providing ROANOKE GIS mapping services.
- c. KELLER agrees to perform all services under this Agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. **ROANOKE Obligations.** ROANOKE agrees to perform the following:

- a. Pay the sums described as ROANOKE'S obligations in Section 5 below.

Section 5. **Payments for Services Performed.**

- a. ROANOKE will make a payment to KELLER for GIS mapping services in accordance with terms provided above upon completion of the work. Hours will be based on full one hour increments and billed accordingly at the completion of each quarter.

Section 6. **Cancellation.**

- a. KELLER and/or ROANOKE shall have the right to terminate, based on the provisions of this Agreement, if KELLER breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within ten (10) business days following written notice from ROANOKE. If the Agreement is terminated under this paragraph, KELLER shall be entitled to retain money already received prorated to the period from the last payment until the date of breach, and shall refund the remainder to ROANOKE.

Section 7. **Notices.** All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

KELLER
Mark Hafner, City Manager
City of Keller
P.O. Box 770
Keller, TX 76244

ROANOKE
Scott Campbell, City Manager
City of Roanoke
108 South Oak Street
Roanoke, TX. 76262

Section 8. **Dispute Resolution.**

- a. All issues regarding the performance of KELLER information services staff should be brought to the KELLER Director of Information Technology or his authorized designee. Immediate performance complaints or concerns should be addressed by communicating the problem to the ROANOKE Fire Chief or his authorized designee.
- b. In order to ensure an effective relationship between the parties and to provide the best possible public services, the City Managers of KELLER, and ROANOKE shall first attempt to amicably resolve any questions arising under this Agreement.
- c. Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties agree to the appointment of a mediator certified by the courts of Tarrant County to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 9. **Venue.** This Agreement is performable in Tarrant County, Texas, and venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to the completion of mediation in accordance with Section 8.

Section 10. **Independent Contractor.** The parties mutually agree that KELLER is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of KELLER in no way are to be considered employees ROANOKE. The employment rights of KELLER personnel assigned under this Agreement will not be abridged.

Section 11. **Indemnity.**

- a. To the extent allowed by law, KELLER hereby agrees to indemnify and otherwise hold harmless ROANOKE, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to KELLER's performance of services under this Agreement, including any intentional or negligent acts or omissions of KELLER's officials, officers, agents or employees relating to or arising out of the performance of the services.
- b. KELLER, AND ROANOKE each agree to accept full responsibility for the actions of their officers, agents and employees in the performance of Information Technology Services under this Agreement, and each party hereby agrees to release and hold harmless and, to the extent allowed by law, indemnify the other parties, their officers, agents and employees, in both their public and private capacities, against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the performance of Information Technology Services, or in the performance or use of facilities under this Agreement.

Section 12. **No Waiver of Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, KELLER, and ROANOKE do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise.

Section 13. **No Third-Party Beneficiaries.** By entering into this Agreement, KELLER, and ROANOKE do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto, except that the parties' officers, agents and employees are intended beneficiaries of Section 12 above.

Section 14. This Agreement has been approved by the governing bodies of KELLER and ROANOKE respectively. The execution of this Agreement has been authorized by an act of the governing bodies of KELLER and ROANOKE at a duly called and posted meeting.

IN WITNESS WHEREOF, we have hereunto set our hands this the ____ day of _____, 2018, in duplicate originals.

CITY OF KELLER, TEXAS

By: P. H. McGrail
Mayor

By: Mark Hafner
City Manager

ATTEST:

By: Kelly Ballard
City Secretary

APPROVED AS TO FORM:

By: L. Stanton Lowry
City Attorney for Keller

CITY OF ROANOKE, TEXAS

By: Carl E. Gierisch, Jr.
Mayor

By: Scott Campbell
City Manager

ATTEST:

By: April Hill
City Secretary

By: Jeff Moore
City Attorney for ROANOKE