



RICHARD F. CORTEZ, Mayor
HILDA SALINAS, Mayor Pro-Tem and Commissioner District 3
AIDA RAMIREZ, Mayor Pro-Tem and Commissioner District 4
SCOTT C. CRANE, Commissioner District 1
MARCUS C. BARRERA, Commissioner District 2
JOHN J. INGRAM, Commissioner District 5
JIM DARLING, Commissioner District 6

MIKE R. PEREZ, City Manager

January 27, 2010

Mariano Manzano III
IT Specialist, GIS Office
County of Hidalgo
100 E. Cano St. 4th Floor
Edinburg, TX 78539

RE: GIS Interlocal Agreement

Dear Mr. Manzano:

Enclosed is the above referenced agreement that was approved by the McAllen Board of Commissioners at their Regular Meeting held January 25, 2010. I respectfully request the agreement be executed and that it be returned to me for proper filing. Please feel free to keep a copy for your files.

If you should have any questions, please contact me at (956) 681-1020.

Sincerely,


Annette Villarreal, TRMC, CPM
City Secretary

Enclosure (1)

AV/yr

cc: Belinda Mercado, IT Director

GEOGRAPHIC INFORMATION SYSTEM INTERLOCAL AGREEMENT

This AGREEMENT is made and entered into this 25th day of January, 2010, by and between the County of Hidalgo, herein referred to as "County"; and the City of McAllen, herein after referred to as "Participant"; which are political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, each of the parties hereto is in the process of implementing a Geographic Information System, hereinafter referred to as "GIS", with the capability for automated graphic display and analysis to provide multiple data layers and information (e.g. land records, land use and facilities); and

WHEREAS, the parties further desire to share selected GIS resources and data sets which are defined under the terms hereof; and

WHEREAS, the County and Participant have incurred costs associated with the creation of products to improve geodetic control and positional accuracy that can be utilized by both parties to develop GIS resources and to facilitate the sharing of data and the integration of GIS applications; and

WHEREAS, staff members of the parties have met periodically, the meetings have resulted in conceptual Agreement on certain areas of common concern, including GIS data and maintenance

WHEREAS, the parties are exploring markets and marketing techniques for GIS data in order to lower costs for governmental agencies and political subdivisions that initially participate so that said participants will enjoy more favorable terms over the lifetime of the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY AND COUNTY IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS EXPRESSED CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The County shall provide the City, the following resources:
 - (a) Initial transfer of all digital imagery acquired by the County via electronic file;
 - (b) Initial transfer of spatial and tabular data as maintained by the County GIS Central Repository via CDROM and/or on-line ftp services. Also, the following support will be provided by the County at no cost to the Participant for the term of the Agreement:
 - (c) Access to biannual updates of digital imagery acquired by the City via removable hard drives;
 - (d) Access to monthly updates of spatial and tabular data as maintained by the County GIS Central Data Repository via CDROM and/or on-line ftp services;

- (e) Network service support to all participants where technically feasible to facilitate easier data exchange among participants;
 - (f) GIS Management Office staff assistance in the design and implementation of GIS resources specifically suited to the City's application requirements. The City understands GIS Management Office assistance will be dependent on available resources.
2. The City shall provide to the County timely updates to authorized spatial and tabular data maintained by the City including data documentation (ie. metadata). Authorized data sets include but are not limited to land use information (Zoning, Resolutions of Intent, current and planned land use) and infrastructure elements (facilities located within the public right of way and on publicly owned land). Data updates will be accomplished via CDROM and/or on-line ftp services.
 3. The City and County agree to notify the other party of any proposed changes to the data base design or data structure for data maintained in the County GIS Central Repository.
 4. It is understood that the County and the City agree to the following:
 - (a) The rights and benefits of this Agreement include the right of both parties to this Agreement to utilize the aforementioned data as permitted by law;
 - (b) It is not the intent of either party to violate any laws of the State of Texas or of the United States.
 - (c) The Parties may disseminate information to the public as prescribed by legislative acts and with the written approval of the source agency. This dissemination shall be paper, mylar, or other non-digital products;
 - (d) All costs and responsibility for hardware, software, computer communications equipment and supplies, data conversion, and extraordinary support services not expressly identified herein are the responsibility of the respective parties to this Agreement;
 - (e) No warranties or guarantees are expressed or implied as to the accuracy of the aforementioned data by the County or the City departments or agencies;
 - (f) Access to data is herein defined as the right to copies of data in digital Arc/Info format at no cost to either party by exchange of data on CD-ROM and/or on-line ftp services;
 - (g) Electronic data exchanged under the terms of this Agreement cannot be sold or disseminated by the Participants.

- (h) It is understood that the County's GIS Management Office may enter into Data Subscriber Agreements with other governmental agencies which do not affect the participant.
5. **Term**: This Agreement shall remain in force from the effective date of this Agreement for a period of 12 months and will renew automatically unless either party decides to terminate said Agreement. The County or the City may terminate this Agreement at any time with thirty (30) days prior written notice.
 6. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
 7. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof. If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees as may be allowed pursuant to Section 271.159 of the Texas Local Government Code.
 8. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.
 9. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
 10. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

WITNESS THE HANDS OF THE PARTIES effective on this _____ day of _____, 2010.

THE CITY OF MCALLEN

COUNTY OF HIDALGO

Mike R. Perez

Mike R. Perez, City Manager

Rene Ramirez, Interim County Judge

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Kevin D. Pagan

By: Kevin D. Pagan, City Attorney



ATTEST:

ATTEST:

Annette Villarreal

Annette Villarreal, City Secretary

Arturo Guajardo, Jr., County Clerk

CORRESPONDENCE:

Notices shall be delivered to the parties by personal service, hand delivery, or United States mail at the following addresses:

TO County: County of Hidalgo
Mariano Manzano III, IT Specialist, GIS Management Office
mariano.manzano@co.hidalgo.tx.us
956-292-7010 X6030
100 E Cano St 4th Floor
Edinburg, TX 78539

TO City: City of McAllen
Belinda Mercado, IT Director
bmercado@mcallen.net
956-681-1100
P.O. Box 220
1300 Houston Ave
McAllen, TX 78501