

INTERLOCAL AGREEMENT FOR PURCHASE OF REMOTE SENSING DATA AND RELATED SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the “County” having its principal place of business at 301 Jackson St, Richmond, TX 77469.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission operating under Chapter 391 Texas Local Government Code; and

WHEREAS, County desires to purchase certain governmental administrative functions, goods, or services specific to remote sensing including LiDAR (Light Detection and Ranging) and all associated remote sensing related services, and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and County are authorized to enter into agreements to perform governmental functions and services, and under Texas Local Government Code § 391.005, H-GAC and County are authorized to contract together for H-GAC to perform certain services for County.

NOW, THEREFORE, H-GAC and County do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

County warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. H-GAC warrants and assures County that it possesses adequate legal authority to enter into the Agreement.

ARTICLE 2 APPLICABLE LAWS

H-GAC and County agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral or written agreements between the parties relating to matters herein. This Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The term of this Interlocal Agreement shall be effective when fully executed by all parties and continue thereafter until fully performed.

H-GAC or County may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of County, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under the Agreement, until performed or discharged by H-GAC or County.

ARTICLE 5 SCOPE OF SERVICES

H-GAC agrees to purchase for County remote sensing data and all associated remote sensing services on behalf of County and the members of the Geographic Data Workgroup, as enumerated through the submission of a duly executed purchase order, order form, or resolution. All material purchased hereunder shall be in accordance with specifications established by County and approved by both the H-GAC's Data Analytics & Research Director and the H-GAC's Executive Director.

County authorizes H-GAC to purchase services and materials specified by a purchase order.

Ownership (title) of material purchased shall transfer directly from the vendor to County.

ARTICLE 6 PAYMENTS

County agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to County during the current fiscal year, on or before the date of the delivery of materials and services to be provided.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation. H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Geographic Data Workgroup to be performed hereunder, with the prior written consent of the County Engineer of County or his/her designee.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or County may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, County agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

ARTICLE 9 NOTICE

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the H-GAC at the following address:

Houston-Galveston Area Council
3555 Timmons Lane Suite 120
Houston, Texas 77027
Attn: Jochen Floesser, Director of Data Analytics & Research

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the District at the following address:

Fort Bend County
301 Jackson St; 4th Floor
Richmond, TX 77469
Attn: County Engineer

ARTICLE 10 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 11 FUNDING BY DISTRICT

It is expressly understood and agreed to by the parties, such understanding and agreement being of the absolute essence to this Agreement, that County shall have the total maximum sum of \$183,000.00 allocated to fully discharge any and all obligations created by the terms of this Agreement and that the total maximum sum County shall become liable to expend under the terms of this Agreement shall not under any conditions, circumstances, or interpretations hereof exceed the said total maximum sum provided for in this Article and certified as available therefore by the County Auditor.

ARTICLE 12 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

ARTICLE 13 VENUE

Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in triplicate originals, has been executed by the parties hereto as follows:

FORT BEND COUNTY

HOUSTON-GALVESTON AREA COUNCIL

BY _____ DATE _____

BY _____ DATE _____

KP George , County Judge

Chuck Wemple, Executive Director

FORT BEND COUNTY'S AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor