

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Ratify the execution of the Geospatial Data Interlocal Contract between Hays County and Capital Area Council of Governments ("CAPCOG") for Geomap 2014 work.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 17, 2013	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	COBB	N/A

SUMMARY
This Contract allows Hays County to contribute funding toward the development of 6-inch and 24-inch resolution orthoimagery being develop jointly by Hays County, CAPCOG, and Fugro EarthData ("FEDI").

FILED: 09172013
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 28309 VOL V PG 237

CAPITAL AREA COUNCIL OF GOVERNMENTS

**GEOSPATIAL DATA INTERLOCAL CONTRACT FOR GEOMAP 2014 WORK
ORDER 4665-10**

Art. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

1.2. Hays County, Texas is a local government that is seeking to obtain 6-inch and 24-inch resolution orthoimagery.

1.3. CAPCOG has contracted with Fugro EarthData, Inc. ("FEDI") to provide these services to Hays County. This contract is entered into between CAPCOG and Hays County under chapter 791 of the Government Code so that Hays County can contribute funding toward the development of 6-inch and 24-inch resolution orthoimagery being developed jointly by Hays County, CAPCOG, and FEDI.

Art. 2. Goods and Services

2.1. CAPCOG agrees to furnish Hays County the orthoimagery according to the delivery schedule described in Section 3.2 of this Agreement and in accordance with the attached Exhibit A to this contract. The services will be performed by FEDI for Hays County under its contract with CAPCOG.

Art. 3. Contract Price and Payment Terms

3.1. Hays County agrees to provide funding to CAPCOG under this contract, solely from current revenues available to Hays County with a total value of not to exceed \$20,000.00. The total contract value includes a project management fee equal to 6% of the price to be paid to FEDI under the particular work order executed to provide goods and services for Hays County. In each invoice submitted for an installment payment under Section 3.2, CAPCOG agrees to invoice Hays County for the percentage of the project management fee equal to the installment percentage due under Section 3.2.

6.2. CAPCOG terminates this contract for unavailability of funds by giving Hays County notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.

Art. 7. Termination for Breach of Contract

7.1. (a) If Hays County or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Art. 8.

(b) If FEDI breaches its contract with CAPCOG, so that the orthoimagery contracted for is not delivered to Hays County, CAPCOG may terminate this contract by giving Hays County notice of the termination, as soon as it learns of the nondelivery, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.

7.2. Termination for breach under Art. 7.1 does not waive either party's claim for damages resulting from the breach.

Art. 8. Dispute Resolution

8.1. The parties desire to resolve disputes arising under this contract without litigation, as encouraged by chapter 2009, Government Code. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 8, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Art. 8.

8.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

8.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

8.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Each individual signing this agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

Capital Area Council of Governments

By Betty Voights

Betty Voights
Executive Director

Hays County

By Brent Cobb

Name Brent Cobb, M.D.

Title HAYS COUNTY JUDGE

EXHIBIT A

GEOMAP 2014 WORK ORDER 4665-10

When signed on behalf of CAPCOG, this Work Order authorizes FEDI to provide the goods and services described in the Scope of Work set out below in accordance with the timetable set out in the Scope of Work.

CAPCOG agrees to pay FEDI the firm fixed price of \$18,867.92 for the goods and services provided under the Scope of Work.

This Work Order is subject to all of the terms and conditions of the Contract for the Capital Area Geospatial Base Map Project, as currently amended, between CAPCOG and FEDI.

Scope of Work

Acquisition of 6-inch and 24-inch Orthophotos for 752 square miles (Q4 tiles), totaling \$20,000.00 or \$26.60 per unit tile. Further details of the overall Scope of Work and Work Order are provided as exhibits to the contract between CAPCOG and FEDI, which are available upon request.

MAP

(SEE ATTACHMENT TO THIS EXHIBIT A)

EXHIBIT B

COPYRIGHT LICENSE

Sec. 1. Preamble

CAPCOG will own the copyright to all the geospatial data delivered by Fugro EarthData, Inc. under this contract as the *2014 CAPCOG Geospatial Data* the “Copyrighted Materials”). CAPCOG intends to register the copyright with the U.S. Copyright Office, and this Copyright License (the “License”) authorizes Hays County (the “Licensee”) to use the Copyrighted Materials under the terms and conditions set out below.

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Sec. 5. Term of License

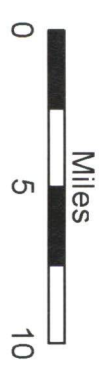
This License takes effect on the date all geospatial data products are delivered to CAPCOG and expires, unless sooner terminated under Sec. 6, two years from that date. When

GeoMap 2014 Hays County, TX



Capital Area Council of Governments

- Legend**
-  CAPCOG Region
 -  County Boundary
 -  Hays County Orthos



Disclaimer:
The Capital Area Council of Governments (CAPCOG) provides this map as well as its data "as is" and assumes no liability for its accuracy or completeness. This map is intended as a representation of the data being presented and is in no way intended to be survey grade information.

