

**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 Harris County, a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Engineering Department, or "County," having its principal place of business at 1111 Fannin St., 11th fl., Houston, TX 77002.

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 District 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 the completion of the scope of services outlined in Article 5.

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 to pay H-GAC for all costs that 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, within thirty (30) calendar days after receipt of said proof of performance and statement of costs.

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 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:

Harris County Engineering
1111 Fannin St., 11th fl.
Houston, TX 77002
Attn: Interagency Agreement Coordinator

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 COUNTY

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 not to exceed maximum sum of \$166,000.00 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:

HARRIS COUNTY

HOUSTON-GALVESTON AREA COUNCIL

BY _____ DATE _____

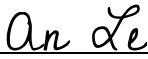
BY  _____ DATE 02/07/2024
BY Chuck Wemple (Feb 7, 2024 06:54 CST)

Lina Hidalgo, County Judge

Chuck Wemple, Executive Director

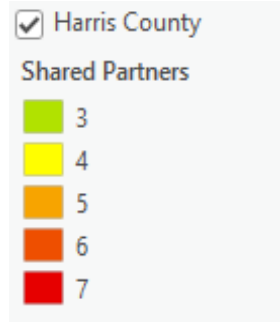
Approved As To Form:

*Christian D. Menefee
County Attorney*

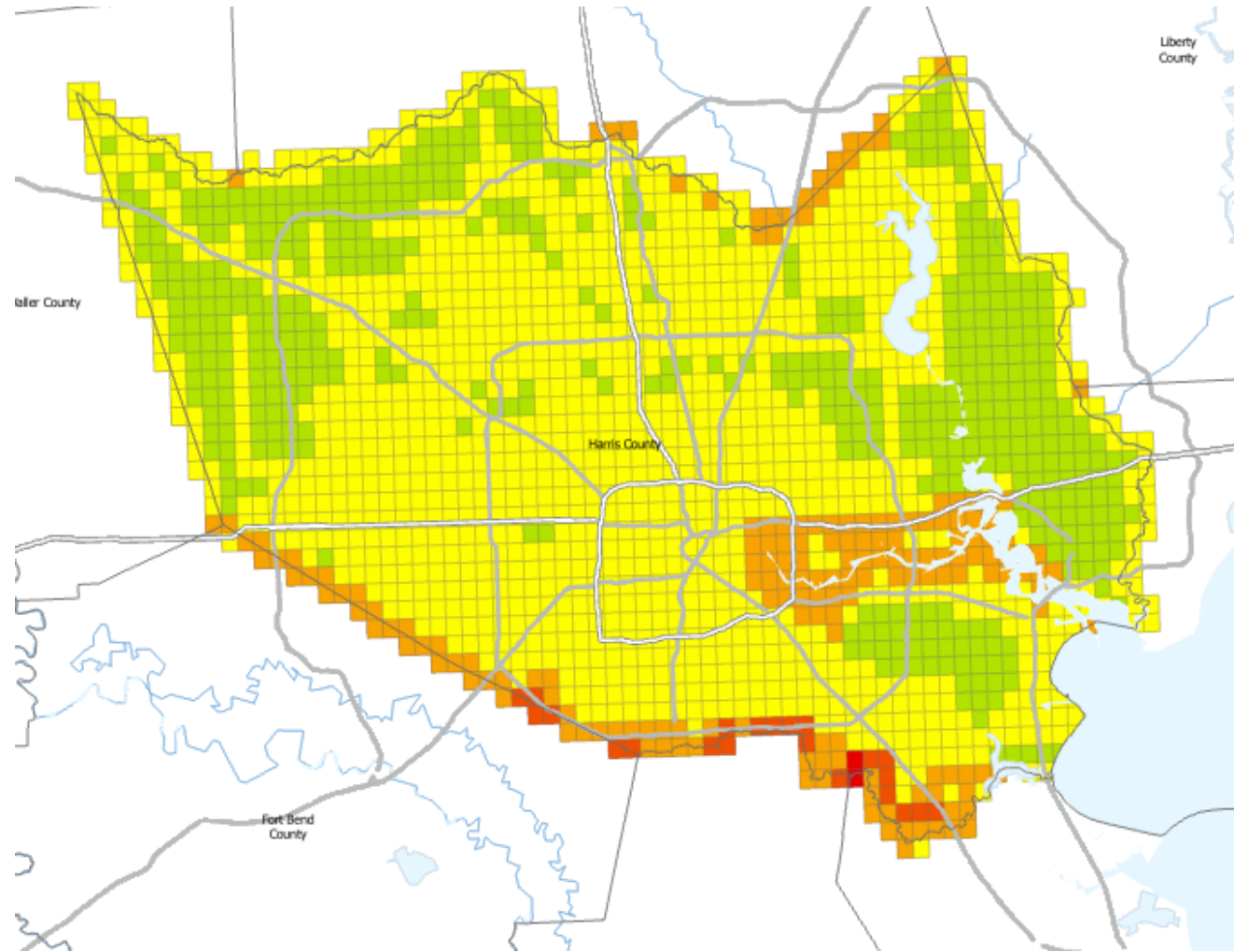
By:  _____

*An Le
Assistant County Attorney
CAO File No.: 23GEN3700*

EXHIBIT A



FREQUENCY	COUNT_	Cost_8pts	Cost_noHCAD
489	3	\$39,120.00	\$58,680.00
1199	4	\$71,940.00	\$95,920.00
181	5	\$8,688.00	\$10,860.00
22	6	\$880.00	\$1,056.00
2	7	\$68.57	\$80.00



Cost without SJRA

8 pts: \$127K

Cost without SJRA and HCAD

8 pts: \$166K

EXHIBIT B

Houston-Galveston Area Council (H-GAC) - 2024

Countywide

Date: 12/20/2023

Description	Estimated Cost (Estimate Used In Agreement)
Harris County Portion [Not to exceed]	\$166,000.00
Subtotal	\$166,000.00
Total Cost	\$166,000.00

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, 2024 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND HOUSTON-GALVESTON AREA COUNCIL

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge be, and is hereby, authorized to execute for and on behalf of Harris County, an Interlocal Agreement between Harris County and Houston-Galveston Area Council for the purpose of providing certain governmental administrative functions, goods, or services specific to remote sensing including LiDAR (Light Detection and Ranging) and all associated remote sensing related services. The Interlocal Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.