

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 Flood Control District, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the “District” having its principal place of business at 9900 Northwest Freeway, Houston, TX 77092. H-GAC and the District are referred to herein collectively as the “Parties” and individually as a “Party.”

WITNESSETH:

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

WHEREAS, the District 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 the District are authorized to enter into agreements to perform governmental functions and services, and under Texas District Code § 391.005, H-GAC and the District are authorized to contract together for H-GAC to perform certain services for the District.

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

H-GAC and the District 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 or terminated pursuant to Article 8 herein.

ARTICLE 5 SCOPE OF SERVICES

H-GAC agrees to purchase for the District remote sensing data and all associated remote sensing services on behalf of the District 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 the District and approved by both the H-GAC's Data Analytics & Research Director and the H-GAC's Executive Director.

The District 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 the District.

ARTICLE 6 PAYMENTS

The District 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 the District 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 Executive Director of the District or his/her designee.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the District 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, the District 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.

The obligations of the District, 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 the District.

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 Flood Control District
9900 Northwest Freeway
Houston, TX 77092
Attn: Executive Director

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 the District shall have the total maximum sum of \$400,000.00 allocated to fully discharge any and all obligations created by the terms of this Agreement and that the total maximum sum the District 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 by the Harris County Auditor as evidenced by the issuance of a purchase order from the Harris County Purchasing Agent. Notwithstanding anything to the contrary, or that may be construed to the contrary, the District's liability under the terms and provisions of this Agreement is limited to this sum.

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:

HOUSTON-GALVESTON AREA COUNCIL

BY _____ DATE _____
Chuck Wemple, Executive Director

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL DISTRICT

By:  _____
Emily Kunst
Assistant County Attorney

By: _____
Lina Hidalgo
Harris County Judge

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND
THE HOUSTON-GALVESTON AREA COUNCIL**

Commissioner _____ introduced an order and made a motion that the same be adopted. 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
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	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:

WHEREAS, Houston-Galveston Area Council is a regional planning commission operating under Chapter 391 Texas Local Government Code; and

WHEREAS, the District 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 the District are authorized to enter into agreements to perform governmental functions and services, and under Texas District Code § 391.005, H-GAC and the District are authorized to contract together for H-GAC to perform certain services for the District.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

- Section 1: The recitals set forth in this order are true and correct.
- Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Agreement by and between the Harris County Flood Control District and Houston-Galveston Area Council for a fee to be paid by the District of \$400,000.00, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.
- Section 3: All Harris County and Harris County Flood Control District officials and employees are authorized to any and all things necessary or convenient to accomplish the purposes of this order.

GIS HGAC 2024-19 ORDER.DOCX