

AGENDA ITEM 20

Continue approving interlocal contract for orthophotography with CAPCO.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve an interlocal contract for orthophotography with CAPCO.

Vote: **5 - 0**

< Attachment >

CAPITAL AREA PLANNING COUNCIL

INTERLOCAL CONTRACT FOR ORTHOPHOTOGRAPHY

Art. 1. Parties and Purpose

1.1. The Capital Area Planning Council ("CAPCO") 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. The _____ (the "City") is a Texas home-rule municipality that is seeking to obtain orthophotography mapping services.

1.3. CAPCO has contracted with Sanborn Colorado L.C.C. ("Sanborn") to provide orthophotography services. This contract is entered into between CAPCO and the City under chapter 791 of the Government Code so that the City can contribute to the cost of CAPCO's contract with Sanborn and Sanborn can provide the City with additional orthophotography mapping.

Art. 2. Goods and Services

2.1. CAPCO agrees to furnish the City the orthophotography mapping prepared by Sanborn for the City under its contract with CAPCO. The orthophotography mapping specifications and timetable for delivery are described in the Attachment to this contract.

Art. 3. Contract Price and Payment Terms

3.1. The City agrees to compensate CAPCO in the total amount of not to exceed \$ _____ for goods and services furnished the City under this contract. The City represents that it has current revenues available on the effective date of this contract to make all payments required by this contract.

3.2. The City agrees to pay CAPCO the total contract price in the following installments:

(1) _____ upon the effective date of this contract.

(2) _____ as work is completed and invoiced.

3.3. CAPCO agrees to invoice the City for the payments when due under paragraph 3.2, and the City agrees to pay CAPCO the invoiced amount within 30 calendar days from the date of the invoice.

Art. 4. Effective Date and Term of Contract

4.1. This contract takes effect on the date it is signed on behalf of CAPCO and it ends, unless sooner terminated under Art. 6, on September 30, 2002.