

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.

Art. 5. Nondiscrimination and Equal Opportunity

5.1. CAPCO and the City shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Art. 6. Early Termination of Contract

6.1. If CAPCO or the City 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. 7.

6.2. If the City fails to pay CAPCO the full contract price set out in paragraph 3.1, CAPCO and Sanborn jointly own with the City any goods and services provided the City but not paid for. Joint ownership of these goods and services is automatically established among CAPCO, Sanborn, and the City at the time of termination for nonpayment under paragraph 6.1 and continues until Sanborn is paid in full for the goods and services provided, at which time the City becomes the sole owner of the goods and services.

6.3. Termination for breach under paragraph 6.1 does not waive either party's claim for damages resulting from the breach,

Art. 7. Dispute Resolution

7.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 7, until they have exhausted the procedures set out in this Article.

7.2. 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.

7.3. 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.

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

Art. 8 Notice to Parties

8.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 8.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 7.2.

8.2. CAPCO's address is 2512 IH-35, South, Suite 220, Austin, TX 78704, Attention: Betty Voights, Executive Director. The City's address is _____

8.3. A party may change its address by providing notice of the change in accordance with paragraph 8.1.

Art. 9. Miscellaneous

9.1. Each individual signing this contract 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.

9.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

9.4. This contract is binding on and inures to the benefit of the parties' successors in interest.

9.5. Sanborn is a third-party beneficiary of this contract.

9.6. This contract is executed in duplicate originals.

CITY OF _____, TEXAS

CAPITAL AREA PLANNING COUNCIL

By _____

By _____

Betty Voights
Executive Director

Date _____

Date _____

AGENDA ITEM 21

Consider noting in the minutes the specific individuals who comprise the Williamson County Health Benefits Committee as of 11/1/01:

Greg Boatright, Commissioner Pct 2 - Chairman
John Doerfler, County Judge
John Sneed, EMS Director
Karen Wilson, Health District Director
Jay Schade, ITS Director, Employee Representative

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To note in the minutes the specific individuals who comprise the Williamson County Health Benefits Committee as of 11/1/01:

Greg Boatright, Commissioner Pct 2 - Chairman
John Doerfler, County Judge
John Sneed, EMS Director
Karen Wilson, Health District Director
Jay Schade, ITS Director, Employee Representative

Vote: **5 - 0**

AGENDA ITEM 22

Hold public hearing to vacate easement platted as Post River Road in Breakaway Park.

Judge Doerfler announced the public hearing open at 10:30 a.m. on Tuesday, November 6, 2001.

No one addressed the court regarding vacation of the easement platted as Post River Road in Breakaway Park.

Judge Doerfler announced the public hearing closed at 10:31 a.m. on Tuesday, November 6, 2001.

AGENDA ITEM 23

Consider approving vacation of easement platted as Post River Road in Breakaway Park.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve vacation of easement platted as Post River Road in Breakaway Park.

Vote: **5 - 0**

< Attachment >