

AGENDA ITEM 21

Discuss and consider approving proposed amendment to Interlocal Agreement with Williamson County and CAPCO on Orthophotography.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve the proposed amendment to the Interlocal Agreement with Williamson County and CAPCO on Orthophotography.

Vote: 3 – 0 with Commissioner Hays absent from the dais.

< 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. Williamson County, Texas (the "County") is a political subdivision of the State of Texas 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 County under chapter 791 of the Government Code so that the County can contribute to the cost of CAPCO's contract with Sanborn and Sanborn can provide the County with additional orthophotography mapping.

Art. 2. Goods and Services

2.1. CAPCO agrees to furnish the County the orthophotography mapping prepared by Sanborn for the County 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 County agrees to compensate CAPCO in the total amount of not to exceed \$176,600.00 for goods and services furnished the County under this contract. The County 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 County agrees to pay CAPCO the total contract price as work is completed, received by the County, and invoiced.

3.3. CAPCO agrees to invoice the County for the payments when due under paragraph 3.2, and the County 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 County 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 County 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 County fails to pay CAPCO the full contract price set out in paragraph 3.1, CAPCO and Sanborn jointly own with the County any goods and services provided the County but not paid for. Joint ownership of these goods and services is automatically established among CAPCO, Sanborn, and the County 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 County 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 County's address is 3151 SE Inner Loop, Suite B, Georgetown, TX 78626, Attention: Joe M. England, P.E., Williamson County Engineer.

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.

WILLIAMSON COUNTY, TEXAS

CAPITAL AREA PLANNING COUNCIL

By John C. Daifler

Date 12-18-01

By _____
Betty Voights
Executive Director

Date _____

ATTACHMENT: DESCRIPTION OF GOODS AND SERVICES AND TIMETABLE

AGENDA ITEM 22

Hear presentation on Southwest Regional Park from Land Strategies.

Paul Linehan, along with John Jansing of Gray-Jansing & Associates, and John Moman of Moman Architects, discussed a variety of issues involved with the development of the regional park.

No action was taken on this agenda item.

AGENDA ITEM 23

Consider approving contract with Hendrix Consulting Engineers for mechanical engineering services at Southwest Regional Park.

Moved: **Commissioner Hays**

Seconded: **Commissioner Heiligenstein**

Motion: To approve a contract with Hendrix Consulting Engineers for mechanical engineering services at Southwest Regional Park.

Vote: 3 – 1 with Judge Doerfler voting against the motion.

< Attachment >