



North Central Texas Council of Governments

**INTERLOCAL AGREEMENT BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments and has an interest in providing information to its members to support planning, engineering, public safety, and municipal management activities; and,

WHEREAS, the (Entity), wishes to have its map-based information system include digital orthophotography and/or LiDAR and/or derivative data provided by the Spatial Data Cooperative Program (SDCP) and has determined that the creation of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose; and,

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can provide this information; and,

WHEREAS, this Agreement is authorized by and entered into pursuant to Chapter 791 of the Texas Government Code; and,

WHEREAS, NCTCOG and Entity are local governments as that term is defined in Section 791.003(4) of the Texas Government Code; and,

WHEREAS, Section 791.025 of the Texas Government Code authorizes local governments to agree with another local governments to purchase goods and services; and,

WHEREAS, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services; and,

WHEREAS, Entity represents and warrants that it is eligible to contract with NCTCOG under the act for the purposes recited herein and possesses adequate legal authority to enter into this Agreement.

NOW, THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the creation of digital aerial photography and/or LiDAR and/or derivative products.

I. LICENSING AND OBLIGATIONS

All SDCP product licensing and obligations can be found in Attachment A of this document.

II. PERFORMANCE PERIOD AND TERMINATION

This Agreement shall be effective upon the date of last signature of the Parties and remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless earlier terminated by the Parties in accordance with the provisions herein. NCTCOG or Entity may terminate this Agreement at any time upon thirty (30) days written notice to the other Party. Entity shall remain liable for payment for any costs and expenses incurred by NCTCOG occurring up to the effective date of termination.

III. MISCELLANEOUS

Entirety of Agreement. The terms and provisions of this Agreement and any attachments/addendums constitute the entire agreement of the undersigned parties and supersede any and all oral and written agreements between the parties relating to matters herein.

Amendment. This Agreement may be amended only by a written amendment executed by both parties. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered hereunder.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie exclusively in Tarrant County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

Disputes. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

Severability. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in force and effect.

Assignment. No party to this Agreement may assign or otherwise transfer any of its interest in this Agreement without the express written consent of the other party.

Immunity. It is expressly understood and agreed that in the execution of this Agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

Non-appropriation of Funds. Each party paying for the performance of governmental functions in this Agreement must make those payments from current revenues available to the paying party. In the event no funds or insufficient funds are appropriated by the Entity in any fiscal period for any payments due hereunder, Entity will notify NCTCOG of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Entity of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

Force Majeure. The Entity and NCTCOG shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, pandemic, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

Certification. The undersigned are properly authorized to execute this Agreement on behalf of the parties and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

_____ Mike Eastland Executive Director	_____ Date
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(Entity)

_____ Primary Signature	_____ Date
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Name: _____

Title: _____

Email: _____

_____ Optional Signature	_____ Date
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Name: _____

Title: _____

Email: _____

_____ Optional Signature	_____ Date
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Name: _____

Title: _____

Email: _____

10/3/2024

ATTACHMENT A

SDCP 2025 PRODUCT LICENSING AND OBLIGATIONS

NCTCOG agrees to provide the Product(s) listed below for Entity's use consistent with the terms herein. Upon delivery of the Product(s), NCTCOG shall invoice Entity in the amount(s) provided and Entity agrees to pay NCTCOG.

Remote Sensing Product	Amount
3" Orthophotography	
6" Orthophotography	
Oblique Photography:	
LiDAR 0.35M Single Photon Geiger-Mode	
Total	

Aerial & LiDAR Derivative Product	Amount
1' Contours (no breaklines)	
2' Contours (no breaklines)	
1' Contours (hydrology & transportation breaklines)	
2' Contours (hydrology & transportation breaklines)	
3D Stereo Planimetrics	
Change Detection Mapping	
Impervious Surface	
Landcover	
Enhanced Landuse	
Solar Mapping Potential	
Total	

Aerial Derivative Product - 2D Planimetrics	Amount
Discounted Bundle A – Building footprints, road edges, parking lots, bridges & sidewalk centerlines	
Discounted Bundle B – Building footprints, road edges, parking lots, bridges & sidewalk edges	
Building footprints	
Bridges	
Driveways	
Fences	
Lake edges	
Parking lots	
Pavement pads	
Paved road centerlines	
Paved road edges	
Stream centerline	
Stream edges	

Swimming pools	
Sidewalk centerlines	
Sidewalk edges	
Tree canopy	
Unpaved road edges	
Total	

SDCP 2025 Project Total	
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You have agreed to the payment terms listed below and have secured the total amount with purchase order (PO) number _____ (Please enter a PO number if blank. If you have not yet secured a PO, please enter 9999).

Invoice Date

Fiscal Year or **After Delivery**

Payment Years

If your payment is spread across two fiscal years you will be invoiced 50% of the total amount each year. Upon receipt of the first invoice, the Entity has thirty (30) days to review the products and pay said invoice or the remaining amount owed to the North Central Texas Council of Governments (NCTCOG).

TERMINATION

The parties agree that the Entity may terminate this Agreement by providing thirty (30) days' written notice to NCTCOG. Such notice shall be given to NCTCOG at the address set forth under its signature below. In the event of such termination, NCTCOG shall reimburse to the Entity pro-ratable portion of the contracted amount for services rendered. The Entity shall reimburse NCTCOG for staff time billed to the project up to termination at a rate of \$95.00/hour. Reimbursed amount shall not exceed the total project amount in Section II.

LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. The following provisions are a license agreement between NCTCOG and the Entity with respect to data products that are identified above. NCTCOG is the owner of and has the right to grant a license to use the said data products free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret, or other proprietary rights.

The NCTCOG data product may be distributed to the Entity on CD-ROM, DVD, or portable hard drive. The Entity will need to install and operate the NCTCOG data product on properly configured and compatible computer equipment running third party system and application software supplied by the Entity. The Entity will also need to ensure that any required data not supplied by NCTCOG is in proper format and no other software or equipment having an adverse impact on the NCTCOG product is present.

A. Licensed Operating Environment

- (1) Operating Equipment. In exchange for monetary consideration listed in section II, the Entity will be granted an exclusive operation license to install, store, load, execute, and display (collectively, "Use") the NCTCOG data product on as many local area networks and/or end-user workstations as the Entity reasonably needs in support of its own operation (the "Licensed Operating Environment"). Any software components of the NCTCOG data product are provided in machine-readable executable format only.
- (2) Authorized Users. Unless otherwise agreed in writing, the NCTCOG data product will be used by Entity officials, officers, employees, and authorized contractors only ("Authorized Users"). A contractor shall be deemed authorized to Use the data products by the Entity or NCTCOG if such Use is incidental to a larger relationship between the contractor and the Entity, and is used for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with that relationship. The contractor must agree in writing to be bound by the provisions of this Agreement.

B. Permitted Uses

- (1) Use of NCTCOG Products. The Entity's Authorized Users may Use the NCTCOG data product in the Licensed Operating Environment for any use that furthers the Entity's internal operations or in furtherance of the Entity's mission.
- (2) Use of Generated Output or Other Data. Except as stated, the Entity will own all original works of authorship it may independently create. Digital output from the Entity's Use of the NCTCOG Data Product may be resized as desired and printed on black and white, color printers, or map plotters. Such printed hardcopies may be distributed to the Entity's officers, employees, citizens, contractors, or other persons in the regular course of business for their internal use or in connection with an actual transaction. Such printed output may be further copied, photographed, or reproduced digitally on the Internet. The Entity may charge a fee for such hardcopy printouts that exceed the actual direct cost of production. Without the prior written consent of NCTCOG, the Entity may not otherwise provide copied, digitized, reproduced, transmitted or disseminated, in whole or in part, any of the original digital data product in any form.

APPENDIX A

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

	MAIN CONTACT	ADDITIONAL CONTACT
Name	Shelley Broyles	Donna Coggeshall
Title	Program Manager	Research Manager
Department	Research and Information Services	Research and Information Services
Organization	NCTCOG	NCTCOG
Street Address	616 Six Flags Drive	616 Six Flags Drive
City State Zip	Arlington Texas 76011	Arlington Texas 76011
Phone	817-695-9156	817-695-9168
Email	sbroyles@nctcog.org	dcoggeshall@nctcog.org

	MAIN CONTACT	ADDITIONAL CONTACT
Name		
Title		
Department		
Organization		
Street Address		
City State Zip		
Phone		
Email		