

**THE CITY OF GEORGETOWN, TEXAS
REGARDING THE 2010 AERIAL PHOTO PROJECT**

This Interlocal Agreement ("Agreement") is made by and between Williamson County, Texas, a Political Subdivision of the State of Texas (the "County") and the City of Georgetown, Texas, (the "City"), both acting by and through their duly authorized representatives.

W I T N E S S E T H:

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq;

WHEREAS, the County entered into that certain agreement with MJ Harden, Associates, Inc. ("MJ Harden") known as the CONTRACT FOR PHOTOGRAMMETRIC SERVICES-DIGITAL ORTHOPHOTOGRAPHY BY AND BETWEEN M.J. HARDEN ASSOCIATES, INC. AND WILLIAMSON COUNTY, TEXAS wherein the County received aerial photography data (the "MJ Harden Contract"). A copy of the form of the MJ Harden Contract is attached hereto and incorporated herein as Exhibit "A";

WHEREAS, the City currently has a need for such services and goods and would like to enter into this Agreement whereby the City would be able to use the aerial photography data;

WHEREAS, the County is willing to agree to allow the City to use the aerial photography data in exchange for a payment of contribution to the County;

NOW, THEREFORE, the County and the City agree as follows:

I. OBLIGATIONS AND AGREEMENTS OF THE COUNTY

- A. The County will be considered as the Contracting Agency for the aerial photography data, and will therefore handle all dealings with MJ Harden. All issues with the data shall be forwarded to the County so that the County can communicate such issues to MJ Harden.
- B. The County will provide one (1) set of DVDs with the aerial photography for the City. Additional copies may be created by the City at the County GIS offices during regular business hours.
- C. The County will not be obligated to provide any support or services to the City's end-users or any other services that are not specifically set forth herein.

II. OBLIGATIONS AND AGREEMENTS OF THE CITY

- A. The City shall pay the County \$4,850.00 in exchange for participation in the Project. The City and County agree that the amount of \$4,850.00 fairly compensates the County for the City's participation in the Project. The City shall pay the County the amount of \$4,850.00 from current revenues available to the City immediately upon complete execution of this Agreement.
- B. **THE CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY AND ALL CLAIMS THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST MJ HARDEN ON THE BASIS OF BREACH OF CONTRACT, CONSTRUCTIVE FRAUD, FRAUD, BREACH OF WARRANTY OF ANY KIND, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOSS OF USE, REPLACEMENT COSTS, REPAIR COSTS, LOSS OF VALUE, LOSS OF REVENUE, LOSS OF DATA OR EQUIPMENT, COST OF RECOVERING SOFTWARE, DATA, OR MATERIALS, THE COST OF SUBSTITUTE SOFTWARE, DATA, OR MATERIALS, CLAIMS BY THIRD PARTIES, ATTORNEY'S FEES AND LEGAL EXPENSES, EXEMPLARY DAMAGES, PRE-JUDGMENT AND POST-JUDGMENT INTEREST, TAXES, AND AGREEMENTS, WARRANTIES, OR REPRESENTATIONS RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE PRODUCTS PROVIDED BY MJ HARDEN, AND ANY OTHER DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY THE CITY, ITS AGENTS, OFFICERS, EMPLOYEES OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER THE CITY.**
- C. **THE CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY IS ALLOWING THE CITY TO USE AERIAL PHOTOGRAPHY DATA, AS WELL AS ANY OTHER GOODS OR SERVICES THAT ARE OFFERED PURSUANT TO THIS AGREEMENT OR THE MJ HARDEN CONTRACT, ON AN 'AS IS' BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COUNTY DOES NOT ASSUME ANY RESPONSIBILITY FOR DEFECTS IN MJ HARDEN'S AERIAL PHOTOGRAPHY DATA OR IN ANY OTHER GOODS OR SERVICES THAT ARE OFFERED PURSUANT TO THIS AGREEMENT OR THE MJ HARDEN CONTRACT, OR IN THE ACCURACY OR APPLICATION OF OR ERRORS OR OMISSIONS IN SAID GOODS AND SERVICES AND DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED THEREIN WILL MEET THE CITY'S REQUIREMENTS, OR THAT THE OPERATION OF SAID GOODS AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN SAME WILL BE CORRECTED.**

III. TERM

This Agreement shall be effective from and after the date of execution by all parties.

IV. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties

signing this Agreement that no portion of it, or provision or regulations contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.

- B. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Williamson County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Williamson County, Texas.
- C. Alteration, Amendment, or Modification. Except as otherwise set forth herein, this Agreement may not be altered, amended, or modified except in writing, approved by all parties hereto.
- D. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing.

The address of City for all purposes shall be:

Paul Brandenburg, City Manager
City of Georgetown, Texas
113 East 8th Street
Georgetown, TX 78626

The address for the County for all notices hereunder shall be:

Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, Texas 78626

with a copy to: Honorable Jana Duty (or successor)
Williamson County Attorney
405 M.L.K. Street, Box #7
Georgetown, Texas 78626

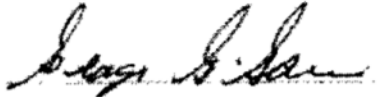
- E. Independent Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- F. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or

present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- G. Compliance with Laws. The parties hereto shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
- H. Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- I. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- J. Incorporation of Exhibits and Attachments. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- K. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- L. Specific Performance. The parties hereto acknowledge that, in the event that a party defaults on any obligation under this Agreement and such default is not cured as set forth herein above, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each party will be entitled to seek specific performance of this Agreement.
- M. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The parties hereto understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officer, employees, or other agents to induce execution of this Agreement.

WHEREFORE, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

CITY OF GEORGETOWN, TEXAS


By: 

Printed Name: George G. Carver

Capacity: Mayor

Date: 6/22/2010

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
Williamson County Judge

Date: 07-01-2010

EXHIBIT “A”

MJ Harden Agreement

**CONTRACT FOR PHOTOGRAMMETRIC SERVICES-
DIGITAL ORTHOPHOTOGRAPHY BY AND BETWEEN
M.J. HARDEN ASSOCIATES, INC.
AND
WILLIAMSON COUNTY, TEXAS**

This Contract for Photogrammetric Services-Digital Orthophotography (the "Contract") is made and entered into by Williamson County, Texas, a political subdivision of the State of Texas, ("County") and M.J. Harden Associates, Inc. ("MJH").

WHEREAS, County proposes to obtain Photogrammetric Services-Digital Orthophotography;

WHEREAS, MJH has the professional ability and expertise to provide such Photogrammetric Services-Digital Orthophotography;

NOW, THEREFORE, County and MJH agree to the performance of the services by MJH and the payment for these services by County as set forth herein.

SECTION I.

PROJECT AREA DESCRIPTION

MJH shall acquire digital imagery of 1500 sq. miles in and around Williamson County Texas. The aerial acquisition will be accomplished with MJH's DMC digital sensor. The final product will be 2 foot color orthophotography that will have a final horizontal accuracy that will meet NMAS, (National Map Accuracy Standards) for 1' = 400' mapping scale, 13.3 feet.

SECTION II.

BASIC SERVICES OF MJH

DIGITAL AERIAL PHOTOGRAPHY - ABGPS/IMU

Digital image data will be captured of the area using MJH's aircraft equipped with a high-precision digital aerial mapping camera. The digital frame camera system has a focal length of 120 millimeters as calibrated by ZI-Imaging and Intergraph Corporation and captures black and white, color and color-infrared image data simultaneously. The aircraft is equipped with an Aerial Sensor Management System (ASMS) for guidance, positioning and flight management. The camera features digital forward motion compensation and gyro-mount leveling. A specific aircraft altitude of 18,000' AMT has been establishing for this project.

GPS CONTROL SURVEYS

MJH will plan and establish horizontal and vertical photogrammetric ground control on photo-identifiable positions. Unless otherwise instructed, the coordinates shall be based on the Texas State

Plane Coordinate System, Central Zone, North American Datum (NAD) of 1983. The elevations shall be based on Mean Sea Level, North American Vertical Datum (NAVD) of 1988. The units shall be based in U.S. Survey feet.

MJH will use Global Positioning System (GPS) survey technology to establish the ground control. Procedures used shall provide relative horizontal positional accuracy. The elevations shall be based upon ellipsoidal heights that have been modified by the latest geoidal model available. The accuracies shall be sufficient to support the mapping requirements.

ANALYTICAL AEROTRIANGULATION

Using the aerial imagery and photo control described above, a procedure called "aerotriangulation" will be performed. Aerotriangulation is a process of developing a network of horizontal and vertical positions from a group of known field control positions utilizing direct and indirect measurements from the digital aerial imagery and mathematical computations.

ORTHO CORRECTED PHOTOIMAGERY

MJH technicians will construct a Digital Elevation Model (DEM) to rectify the digital aerial images to true ground position at mean terrain on a pixel-by-pixel basis. MJH will edit the DEM data at bridges and overpasses to raise the pixels to deck level. MJH will use cubic convolution algorithms for the rectification process.

SECTION III.

SCHEDULE

The aerial photography will be scheduled immediately upon County's authorization to proceed. A Project Manager will be assigned at that point to coordinate the production and scheduling of the project. MJH anticipates being able to deliver all of the post processed Color Ortho-Imagery within 12 weeks from aerial acquisition. Both seasonal and daily weather conditions dictate when acceptable images can be captured. MJH's Flight Control Manager will consider these factors when planning the schedule.

SECTION IV.

DELIVERY ITEMS

3 Band Color Ortho-Imagery of 1500 sq. miles flown from 18,000' AMT. 2 foot pixel imagery meeting NMAAS for 1" = 400' mapping scale.

Delivery Items shall include:

- Thumbnail (non-ortho) images of the raw imagery
- Color (3-Band) orthoimagery of 1500 sq. miles cut into Williamson County tile layout

SECTION V.
FEE SCHEDULE; PAYMENT TERMS AND CONDITIONS

FEE

The Total Not to Exceed Fee for the services and deliverables described herein shall be \$37,500.00. Ground UPS or USPS shipping expense is included in MJH's fee.

PAYMENT TERMS AND CONDITIONS

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify MJH of the discrepancy. Following County's notification of any discrepancy as to an invoice, MJH must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

In circumstances where MJH is a subcontractor, and County is the Prime Contractor to end-client, MJH's invoice must be paid by the County, the Prime Contractor (as opposed to Prime's end-client).

All payments to MJH shall be made to:

M.J. Harden Associates, Inc.
14765 Collection Center Drive
Chicago, IL 60693

Or if via FedEx:

Bank of America Lockbox Services
14765 Collection Drive Services
Chicago, IL 60693

SECTION VI.

TERMINATION

Either party may terminate the Contract, or any part thereof, forthwith if the other party: a) fails to rectify satisfactorily any breach of its obligations under the Contract where capable of remedy within the period of thirty (30) days following submission of written notice specifying the breach, or, b) becomes, or threatens to become, bankrupt or insolvent or is adjudicated bankrupt or insolvent by a court of competent jurisdiction in its country of incorporation, or, c) issues a notice proposing that it be dissolved or passes a resolution to be dissolved, or, d) ceases to carry on all, or substantially all, of its business or is unable to pay its debts as defined in accordance with relevant legislation.

SECTION VII.

ACCEPTANCE CRITERIA

With respect to each deliverable to be provided by MJH to County in connection with the services provided, County will, assess each deliverable and, if County confirms that the deliverable is acceptable, shall notify MJH of such finding within ninety (90) calendar days of delivery. In the event County identifies deficiencies with respect to such deliverable, MJH shall within ten (10) business days of such identification of deficiencies by County to MJH respond in writing to County demonstrating that some or all of such deficiencies are in fact not deficiencies or are not replicable and/or confirming the remaining deficiencies and providing an estimated time frame within which to remedy such remaining deficiencies. After all such deficiencies have been remedied or shown not to be deficiencies or not replicable deficiencies, MJH shall provide County with notification of completion. In the event County fails within fifteen (15) business days after the timeframe above for assessment, to confirm acceptability of a deliverable, such failure to confirm shall be deemed to be acceptance in full of that deliverable. Nothing in this section shall in any way derogate from or otherwise vary or affect the rights and obligations of the parties set forth elsewhere in this Contract.

SECTION VIII.

STANDARD OF CARE; WARRANTY

STANDARD OF CARE

MJH will perform the Services under this Contract in a manner consistent with that degree of care and skill ordinarily exercised by persons or entities performing like kind services under similar circumstances in accordance with any mutually agreed specifications

MJH's liability under this Contract shall only arise for Services which are deficient because of MJH's failure to perform said Services in accordance with above standard of care and skill, and reported in writing to MJH within a reasonable time, after the discovery thereof, but in no event later than one (1) year from completion of the services.

WARRANTY PERIOD

The warranty provided hereunder shall apply for a period equal to one (1) year from acceptance as defined above ("Warranty Period"). Any repair, replacement or re-performance by MJH hereunder shall not extend the applicable warranty period.

If Products or Services do not meet the above warranties County shall promptly notify MJH in writing within such warranty period. MJH shall thereupon, at its option, (i) repair or replace the defective Services, (ii) re-perform the defective Services, or (iii) refund/credit monies paid by County for that portion of Services that do not meet the above warranties. This paragraph provides the exclusive remedies for all claims based on failure of or defect in the Services, whether the failure or defect arises before or during the Warranty Period and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra contractual liability (including negligence), strict liability or otherwise. The warranties provided in this paragraph are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. **NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.**

The Parties agree that there are no express or implied standards of performance, guarantees or warranties, which extend beyond those expressed in this Section.

SECTION IX.

INDEMNIFICATION AND LIMITATION OF LIABILITY

MJH shall indemnify and defend County against all suits, actions, loss, damage, expense and liability for injury or harm to persons (including death) or third party tangible property to the extent resulting from or arising out of the negligence or willful misconduct of MJH, its employees or subcontractors. For purposes of the indemnity obligations hereunder, any party to be indemnified hereunder shall NOT be considered a third party. In the event such damages, losses, or expenses are caused by the joint or concurrent negligence of MJH and County, such liability shall be borne by each party in proportion to its own negligence.

The total aggregate liability of MJH shall be addressed by the insurance coverage provided to the County and limitations identified in such coverage. All other warranty claims shall be limited to the amount of the contract or work order, whichever is greater. All liability of MJH on all claims of any kind shall terminate upon expiration of the Warranty Period.

In no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall MJH or its subcontractors or suppliers be liable for loss of profit or revenues, loss of use of the Services or any associated equipment, facilities, cost of capital, cost of substitute Services or any associated equipment, facilities, services, or replacement power downtime costs, damage to associated equipment or facilities, claims for damages or costs related to the clean-up, removal, release or threatened release, remediation or disposal of or any response to any hazardous or nuclear materials, or any special, consequential, incidental, indirect, speculative, punitive or exemplary damages, or claims of County's customers for any of the foregoing damages.

If MJH furnishes County with advice or assistance that is not required under the Contract, the furnishing of such advice or assistance will not subject MJH to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

If County is supplying MJH's Services to a third party, County shall require the third party to agree to be bound by this limitation of liability Section. If County does not obtain this Contract for MJH's benefit, County shall indemnify, defend and hold MJH harmless from and against any and all claims made by the third party in excess of the limitations and exclusions of this Section.

For the purposes of this Section, the term "MJH" shall mean MJH, its affiliates, subcontractors and suppliers of any tier, and their agents and employees, individually or collectively.

County's and MJH's rights, obligations and remedies arising out of or relating to the Services are limited to those rights, obligations and remedies described in this Contract.

The parties agree that insurance provided by MJH in connection with its services under this Contract may be used to mitigate its liability. However, such insurance shall not be deemed to be in addition to MJH's cap on liability.

All the documents furnished by MJH to County pursuant to this Contract, whether magnetically recorded or otherwise, are instruments of service. These documents are not suitable for, and shall not be used by County or others for any purpose other than that originally intended. Any such use without the specific written authorization of MJH will be at the risk of County without liability or legal exposure to MJH.

SECTION X.

VENUE AND GOVERNING LAW; AND ALTERNATIVE DISPUTE RESOLUTION

VENUE AND GOVERNING LAW

Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

ALTERNATIVE DISPUTE RESOLUTION

The parties to this Contract will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort,

contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, will conduct the mediation under the then current rules of the AAA. Any mediation under this Contract shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Contract.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Contract or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

SECTION XI.

NON-SOLICITATION OF EMPLOYEES

County and MJH agree that they will not, during the term of this Contract and for a period continuing for 12 months after the expiration or termination of this Contract for any reason, directly or indirectly solicit, influence, entice, or encourage any person who is then or had been within one (1) year of such action an employee of the other party to cease his or her relationship with the other party, or otherwise interfere with, disrupt, or attempt to disrupt any past, present, or prospective relationship, contractual or otherwise, between the other party and any of its employees.

SECTION XII.

EXPORT CONTROL

All transactions hereunder shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations of the U.S. Government and any amendments thereto. Products sold or licensed hereunder are subject to the export control laws and regulations of the U.S. government. County hereby agrees that it shall not transship, re-export, divert or direct Products, other than in and to the United States or its possessions.

Notwithstanding, any other provisions herein, County shall timely obtain any required authorization, such as an export license, import license, foreign exchange permit, work permit or any other governmental authorization required by U.S. law.

SECTION XIII.

INSURANCE

During the life of this Contract, MJH agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1 Million per occurrence and \$2 Million in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1 Million per occurrence and \$2 Million in the aggregate. MJH shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

MJH shall not commence any Work under this Contract until it has obtained all required insurance and such insurance has been approved by County. MJH shall not allow any subcontractor(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved. Approval of the insurance by County shall not relieve or decrease the liability of MJH hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. MJH shall furnish County with a certification of coverage issued by the insurer. MJH shall not cause any insurance to be canceled nor permit any insurance to lapse.

SECTION XIV.

MISCELLANEOUS PROVISIONS

A. Force Majeure. Neither Party shall have any liability to the other party or be considered to be in breach of its obligations under the Contract if their performance is impeded, delayed or prevented by Force Majeure. Force Majeure shall be defined as causes beyond the parties' reasonable control, such as but not limited to, acts of god, fire, flood, inclement weather (including cloud cover and snow cover or winds or other conditions that would preclude aerial photography meeting acceptable standards), governmental regulations, acts or failure to act of governmental authorities, strikes or other labor disturbances. The party claiming Force Majeure shall immediately notify the other party of such delay. The date of performance shall be extended by the period of such delay. Nothing in this clause shall excuse the County from making payment to the MJH.

If any Force Majeure event extends for more than sixty (60) days and the Parties have not agreed upon a revised basis for continuing the Services at the end of the delay, including adjustment of the Contract Price, then either Party may terminate the Contract with respect to the portion of Services which has not yet been performed and the parties respective rights will be as though the termination was made for convenience.

B. Notices. A notice shall be validly given if delivered by hand or sent by certified mail, return receipt requested to the address of the relevant party as stated herein or to any subsequently notified address. A notice sent by certified mail shall be deemed to have been served upon receipt, as evidenced by production of a signed receipt for delivery.

The addresses for notices shall be:

For M.J. Harden Associates, Inc.:

M.J. Harden Associates
5700 Broadmoor St., Suite 800
Mission, KS 66202-2402
Attn: (Danny Ross)
Phone: 913-981-9600
FAX: 913-981-9602

With a copy to:

Ann W. Grossmann/Legal Department
Grossmann.ann@geoeye.com

For the County:

Richard Semple
Williamson County GIS Director
301 SE Inner Loop
Suite 107
Georgetown, TX 78626

C. Successors and Assigns; Assignment. This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Contract may assign or transfer its interest in or obligations under this Contract without the prior written consent of all parties to this Contract.

D. Relationship of the Parties. Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County

does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Contract shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

G. County's Right to Audit. MJH agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MJH which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MJH agrees that County shall have access during normal working hours to all necessary MJH facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give MJH reasonable advance notice of intended audits.

H. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Contract do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

I. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

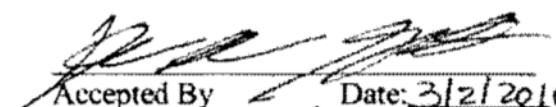
J. Entire Agreement. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND

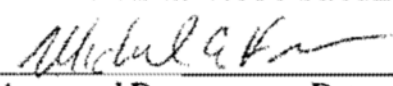
THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

All terms and conditions of the above Contract agreed to this 2nd day of March 2010.

CLIENT

M.J. HARDEN ASSOCIATES, INC.


Accepted By _____ Date: 3/2/2010
Name: Dan A. Gattis
Title: County Judge


Approved By _____ Date: 2/23/10
~~C. Douglas Leibbrandt~~ Michael Flynn
~~General Manager~~ Operations Manager

Estimate No. 14716

In the space provided below, please enter your project description or job number that is unique to this project. This identification will appear on all map products as well as facsimile, transmittal and invoice documents associated with this project. Please do not exceed 30 characters.
