

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Brazoria County Agreement

INTERLOCAL AGREEMENT FOR PURCHASE OF AERIAL PHOTOGRAPHY AND RELATED SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as Houston-Galveston Area Council, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and the Brazoria County, hereinafter referred to as the "Local Government or Entity" having its principal place of business at 111 E Locust, Angleton, Texas, 77515 United States. H-GAC and the Local Government or Entity may also be referred to as "Parties" throughout this Agreement.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission operating under Chapter 391 Texas Local Government Code; and

WHEREAS, the Local Government or Entity desires to purchase certain governmental administrative functions, goods or services specific to Aerial Photography including all associated Aerial Photography related services.

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 7 as hereinafter specified in accordance with the Agreement, and

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and the Local Government or Entity are authorized to enter into agreements to perform governmental functions and services, and under Texas Local Government Code § 391.005, H-GAC and the Local Government or Entity are authorized to contract together for H-GAC to perform certain services for the Local Government or Entity.

NOW, THEREFORE, H-GAC and the Local Government or Entity do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The Local Government or Entity warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. H-GAC assures the Local Government or Entity that it possesses adequate legal authority to enter into the Agreement.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the Local Government or Entity agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 INDEPENDENT PARTIES

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Local Government or Entity. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Local Government or Entity the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government, or vice versa.

ARTICLE 5 PARTY LIABILITY

Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, contractors, subcontractors, agents, representatives, or assigns of the other Party in connection with the Agreement, and the Parties covenant and agree, to the extent permitted by law, that each shall be solely responsible for, and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, contractors, subcontractors, agents, representatives, or assigns, in connection with the Agreement

ARTICLE 6 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 30-Mar-2026 and ends 31-Dec-2027.

H-GAC or the Local Government or Entity may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under the Agreement, until performed or discharged by the local government.

ARTICLE 7 SCOPE OF SERVICES

H-GAC agrees to purchase, for the Local Government or Entity, an Aerial Photography license and all associated Aerial Photography related data and services on behalf of the Council's Geographic Data Workgroup, as enumerated through the submission of a duly executed purchase order, order form, or resolution. All material purchased hereunder shall be in accordance with specifications established and approved by both the H-GAC's Data Analytics & Research Director and the H-GAC's Executive Director. The Geographic Data Workgroup is a workgroup of H-GAC, created under the governance of H-GAC.

The Local Government or Entity authorizes H-GAC to purchase services and materials specified by a purchase order.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC.

Ownership (title) of material purchased shall be transferred directly from the H-GAC (Primary Licensee) to the local government or entity (Secondary Licensee) by way of public domain after the termination of the license agreement. The Aerial Imagery license will begin at the date upon which all aerial imagery products are delivered to H-GAC and terminate 18 months after such delivery date to H-GAC.

ARTICLE 8 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local

government during the current fiscal year, on or before the date of the delivery of materials and services to be provided as outlined in the Letter of Intent.

ARTICLE 9 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation. H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Geographic Data Workgroup to be performed hereunder.

ARTICLE 10 TERMINATION PROCEDURES

H-GAC or the Local Government or Entity may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the Local Government or Entity agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 11 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 12 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 13 FEDERAL COMPLIANCE

All parties to this agreement agree to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, the Parties' shall notify each potential subcontractor or supplier of The Parties' federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to

nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 14 TEXAS PUBLIC INFORMATION ACT

The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). Since both Parties are subject to the Act, each shall be entitled to release any and all information necessary to comply with Texas law without the prior written consent of the other. In the event a Party to this Agreement receives a written request for information pursuant to the Act that affects one right, title to, or interest in any information or data or a part thereof under this Agreement, then the Party receiving the request shall promptly notify the other Party to this Agreement of such request. The Party receiving the request may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The Party receiving the request is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. The Party receiving the request solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

ARTICLE 15 VENUE

Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

ARTICLE 16 ENTIRE AGREEMENT

The parties agree that this Agreement contains all the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

**The Financial Amount Due to H-GAC by the Local Government or Entity:
\$22,000(USD). This amount will be paid in full at completion of the data
collection.**

SIGNATURES

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

Brazoria County

Signature

Name

Title

Date

Houston-Galveston Area Council

Signature

Name Chuck Wemple

Title Executive Director

Date

Matt Hanks, P.E.
COUNTY ENGINEER

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

(979) 864-1265
OFFICE



Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

Barbara X. Martinez, P.E.
STAFF ENGINEER

(979) 864-1270
FAX

BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

2026 Digital Orthophotography (Aerial Imagery) Letter of Intent

The Houston-Galveston Area Council (H-GAC) and its Geographic Data Workgroup (GDW) are coordinating the acquisition, QA/QC, and production of Digital Orthophotography (Aerial Imagery) data. Under these agreements, costs are to be shared by H-GAC and its cost-share participant GDW or H-GAC members.

I hereby certify that Brazoria County is either a current member of the Houston-Galveston Area Council (H-GAC), the Geographic Data Workgroup (GDW) or is in association with one of the 13 counties within the H-GAC region, and seeks to purchase 2026 Digital Orthophotography (Aerial Imagery) data as previously requested at a cost of \$22,000.

I further certify that Brazoria County has budgeted funds for this project and will reimburse the Houston-Galveston Area Council for an amount not to exceed \$22,000(see attachment).

Payment for 2026 Digital Orthophotography (Aerial Imagery) (select one):

- In advance of product delivery
- Delay full invoice until funds become available in Month/Year.
- Upon delivery of data to H-GAC in June or July 2026
- Other: _____.

Participating Entity Information:

BRAZORIA COUNTY

Organization Name

451 N Velasco , Suite 230

Organization Mailing Address

Organization Mailing Address

Angleton, TX 77515

City, State, ZIP

Matt Sebesta, County Judge

Name of Representative

Signed by:

L. M. "Matt" Sebesta, Jr.

Signature of Representative

979.864.1200

Phone Number

E-Mail