

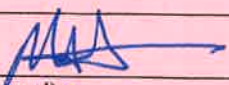

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE
LEGISLATIVE OFFICE

JUN 13 2018
JUN 13 2018

Completed by County Counselor's Office:
Res/Ord No.: 19899
Sponsor(s): Dennis Waits
Date: June 18, 2018

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting a Transfer from the Reserve Account to the Assessment Fund and approving a Cost Sharing Agreement for the furnishing of Kansas City Metropolitan Region Aerial Photography Services for use by Various County Departments with the Mid America Regional Council pursuant to the terms and conditions of a competitively bid contract by the Mid America Regional Council, at a total cost to the County not to exceed \$28,100.</u></p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>TRANSFER FROM: 045-8006-56835 Assessment Fund, Reserve Fund, Reserve Operation</td> <td>\$28,100</td> </tr> <tr> <td>TRANSFER TO: 045-4500-56080 Assessment Fund, Assessment Non-Departmental, Other Professional Services</td> <td>\$28,100</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		TRANSFER FROM: 045-8006-56835 Assessment Fund, Reserve Fund, Reserve Operation	\$28,100	TRANSFER TO: 045-4500-56080 Assessment Fund, Assessment Non-Departmental, Other Professional Services	\$28,100
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): 5062, 12/6/2017; Prior resolutions and (date): 19127, April 18, 2016</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>														
<p>REQUEST SUMMARY</p>	<p>The Information Technology Department would like to participate in a Cost Sharing Agreement with the Mid America Regional Council for the furnishing of Kansas City Metropolitan Region Aerial Photography Services. The Mid America Regional Council has competitively bid these services and several local government entities are partnering with Mid America Regional Council to share the cost of these services. Several Jackson County Departments: IT, GIS, Assessment, Public Works, Parks + Rec and Collections as well as members of the public utilize these services on the County's Internet Mapping Site and will benefit from this Cost Sharing Agreement.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Information Technology Department Director and the Purchasing Department recommend the approval of this Cost Sharing Agreement under the terms and conditions of the Mid America Regional Council's contract with Surdex Corporation.</p> <p>The Director of Information Technology also recommends the transfer of funds as follows:</p> <table border="0"> <tr> <td></td> <td style="text-align: right;">FROM</td> <td style="text-align: right;">TO</td> </tr> <tr> <td>045-8006-56835 Assessment Fund, Reserve Fund, Reserve Operation</td> <td style="text-align: right;">\$28,100</td> <td></td> </tr> <tr> <td>045-4500-56080 Assessment Fund, Assessment Non-Departmental, Other Professional Services</td> <td></td> <td style="text-align: right;">\$28,100</td> </tr> </table>		FROM	TO	045-8006-56835 Assessment Fund, Reserve Fund, Reserve Operation	\$28,100		045-4500-56080 Assessment Fund, Assessment Non-Departmental, Other Professional Services		\$28,100					
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CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A	
COMPLIANCE	<input type="checkbox"/> MBE Goals - No Goals Assigned <input type="checkbox"/> WBE Goals - No Goals Assigned <input type="checkbox"/> VBE Goals - No Goals Assigned	
ATTACHMENTS	Memorandum from Mike Erickson, Director of IT and GIS, and the Mid America Council Cost Sharing Agreement	
REVIEW	Department Director: 	Date: 6/13/2018
	Finance (Budget Approval) <i>If applicable</i> 	Date: 6/13/18
	Division Manager:	Date:
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



Department of
INFORMATION TECHNOLOGY

JACKSON COUNTY, MISSOURI

816-881-3151

415 EAST 12TH STREET, ROOM G-8
KANSAS CITY, MO 64106

TO: BARBARA CASAMENTO, PURCHASING SUPERVISOR

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS

ME

DATE: JUNE 7, 2018

RE: RLA TO PURCHASE 2018 REGIONAL IMAGERY FROM MID-AMERICA REGIONAL COUNCIL

PLEASE GENERATE AN RLA TO REQUEST APPROVAL TO PURCHASE THE 2018 REGIONAL IMAGERY FROM MARC. THE ORTHO PHOTOGRAPHY WAS SENT OUT AS A BID AND SURDEX CORP. WAS THE BEST BIDDER. WE HAVE PURCHASED THESE ORTHOS EVERY EVEN-YEAR IN THE PAST. 2018 IS THE CURRENT YEAR FOR THE AERIAL PHOTOGRAPHY. THESE ORTHOS ARE USED BY ASSESSMENT, COLLECTIONS, PUBLIC WORKS, PARKS, GIS AND THE TAXPAYERS. THE COST IS SHARED BY SEVERAL ORGANIZATIONS AND COUNTIES. JACKSON COUNTY'S SHARE FOR 2018 IS \$28,099.88.

THIS TRANSACTION WILL REQUIRE THE FOLLOWING TRANSFER:

**FROM:
045-8006-56835 \$28,099.88**

**TO:
045-4500-56080 \$28,099.88**

600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816-474-4240
816-421-7758 FAX
www.marc.org



March 12, 2018

Gary Bindley
GJBindley@jacksongov.org
Jackson County
415 E 12th Street
Kansas City, Mo 64106

Re: 2018 Kansas City Metropolitan Region Aerial Photography Project

Dear Mr. Bindley:

Mid-America Regional Council (MARC), at the direction of KC MetroGIS, the Kansas City region's GIS consortium, is undertaking a regional aerial photography capture on behalf of local governments in the Kansas City metropolitan area. Local government GIS professionals across the Metro region identified this project as a priority, given that most local governments can take advantage of aerial photography and the cost of acquiring the imagery could be reduced significantly via economies of scale if all the governmental agencies worked together to develop common specifications for a consolidated purchase. Over the past year the 2018 Imagery workgroup, working on behalf of KC MetroGIS has developed imagery standards, issued a RFP, and hired a vendor for the 2018 acquisition.

Enclosed you will find two copies of the Cost Sharing Agreement signed by MARC.

- Please fill in the "Notice to Participant" information and record the execution date on the signature page.
- Sign both copies of the agreement and return one copy to MARC, attention Jay Heermann.

Also, you will find the invoice for your agency's share of the project.

- Within 45 days of executing this agreement, please remit payment as indicated to MARC, attention Accounting.
- MARC does not anticipate any changes to the not-to-exceed amount, but should any adjustments be necessary you will be contacted and consulted on how to proceed with covering the cost of the project.

Please note that depending upon the projects your agency is participating in, the Cost Sharing Agreement references Exhibits, the Contract for Professional Services between MARC and Surdex Corp., and a Cost Share Breakdown for your jurisdiction and are included with a separate email to the address referenced.

If you have any questions, please contact me at 816-701-8252.

A handwritten signature in black ink that reads "Jay Heermann".

Jay Heermann
GIS Manager

Enclosures

Chair
Carol Suter
Councilmember
Gladstone, Missouri

1st Vice Chair
Rob Roberts
Commissioner
Miami County, Kansas

2nd Vice Chair
Jimmy Odom
Commissioner
Cass County, Missouri

Treasurer
Harold Johnson Jr.
Commissioner
Unified Government
of Wyandotte County/
Kansas City, Kansas

Secretary
Carson Ross
Mayor
Blue Springs, Missouri

Executive Director
David A. Warm



Mid-America Regional Council

Remit To:
600 Broadway Suite 200
Kansas City, MO 64105-1659
Phone: (816) 474-4240
Fax: (816) 421-7758

Invoice	S-I-0001593
Date	3/12/2018
Grant No.	52480-2018
Page	1

Bill To:

Jackson County Gary Bindley 415 E 12th Street Kansas City MO 64106
--

Return one copy with payment.

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	JACKSONCO-GIS	Jay Heermann	Net 45	10,515
Item Number	Description	Ext. Price		
52480-2018	2018 Regional Imagery Cost Share Project - Jackson County Orthos	\$26,582.38		
52480-2018	Building Lean cost	\$975.00		
52480-2018	MARC Fee (Orthos)	\$542.50		
		Subtotal	\$28,099.88	
		Misc	\$0.00	
		Total	\$28,099.88	

COST SHARING AGREEMENT

This Cost Sharing Agreement (the "Agreement") is made effective as of this 2nd day of March, 2018, by and between Mid-America Regional Council ("MARC") and the Jackson County, Missouri (the "Participant").

WITNESSETH

WHEREAS, the Kansas City Metropolitan Region Imagery Project (the "Project") is a project that involves the acquisition of orthophotography, (the "Orthos") Digital Elevation Model, and the corresponding metadata for areas in the Kansas City Metropolitan Region (the "Region"). The Project has been established by KC MetroGIS (the "Committee"), a committee of GIS professionals established by MARC;

WHEREAS, the Committee has identified that an overall reduced cost will be achieved pursuant to economies of scale if the governmental agencies in the Region work together for a consolidated purchase of the Orthos where possible;

WHEREAS, cost sharing measures have been applied to distribute the overall cost of the Orthos between the various agencies participating in the Project (the "Participating Agencies");

WHEREAS, The Committee determined that a sub-group of members will act as the steering committee (the "Imagery Workgroup") for the development of standards, selection of vendors and discussing issues relating to the Project, and that the Imagery Workgroup will be defined as:

1. Representatives from jurisdictions across the MARC region, including Leavenworth, Johnson and Wyandotte Counties in Kansas, and Jackson, Platte and Clay County, and the City of Raymore in Missouri.
2. Mid-America Regional Council, Missouri Department of Conservation (MDC), Kansas Data and Access Center (DASC)

WHEREAS, MARC is coordinating the contracts and administration of the Project; and

WHEREAS, this Agreement contains the key points that all Participating Agencies agree to in the preparation, distribution and payment of the Orthos that are acquired through the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein, and intending to be legally bound hereby, MARC and Participant agree as follows:

1. Services. Pursuant to the Contract for Professional Services (the "Contracts") for Orthos, between MARC and Surdex Corporation, dated January 22, 2018, (the "Contractor"), included as Exhibit A and incorporated herein by reference, the Contractor and/or its subcontractors identified in Exhibits A will prepare the Orthos (the "Services"). MARC shall act as the coordinating agency to administer the terms pursuant to this Agreement and the Contracts. At all times, MARC shall act in the best interest of all of the Participating Agencies.

2. Payment for Services. As compensation for the Services provided by the Contractor for the benefit of Participant relating to the Orthos. Participant agrees to pay an amount not to exceed **\$28,099.88** (the "Services Fee") to MARC. The amount is based on (a) an estimate of the number of Participating Agencies, (b) the cost matrix provided by the Contractor in the contract, and (c) the cost sharing document, which is named "CostShare2018" is included hereto as Exhibit B. To cover the costs of contract management and administration, MARC is including an Administrative Fee to the Services Fee. The Services Fee shall be transferred to MARC within forty-five (45) days upon receipt of an invoice from MARC and the execution of this Agreement. The Services Fee will be kept by MARC in a designated fund that will be used to pay for the Orthos, and any other expenses incurred by MARC pursuant to this Agreement or the Contracts. In the event of a change in the number of Participating Agencies that agree to contribute to the Project after the execution of this Agreement, the Services Fee shall be recalculated as provided above and adjusted accordingly. At the conclusion of the Project, MARC will return to the Participant any remaining portion of the Services Fee not paid to the Contractor as provided in this Agreement.

- a. The Services Fee for the Participant, is the raw cost to fly the Orthos for areas within Jackson County less any Missouri Department of Conservation contribution to Ortho funding. The fees for Orthos are then shared between the cities within Jackson County participating in each respective project. Any derivative products generated from the Orthos solely for the Participant are not included in the Services Fee. A MARC Administrative Fee is included for all services. Please reference the attachment 'CostShare2018' for fee details.

3. Review and Approval of the Orthos. Each participating county or city, and members of the Imagery Workgroup, (collectively, the "Reviewers", and individually, a "Reviewer") shall review all Orthos relating to the Project. Each Reviewer will receive the Orthos within its jurisdictional boundaries directly from the Contractor. Each Ortho Reviewer will review the Orthos pursuant to their respective quality control procedures, and coordinate between any Participating Agencies that have overlapping boundaries. Orthos that do not adhere to the quality standards described in the Contract or the quality control standards of the respective Reviewers will be handled according to the Contract.

4. Payments to Contractor. MARC will pay invoices from the Contractor for Services rendered on a monthly basis, with ten (10) percent retained until all deliverables and services described in the Contract (the "Products") receive final approval from all of the Reviewers. Once a Reviewer completes its review and notifies the Contractor that all of its respective Products are satisfactory, such Reviewer will also simultaneously notify MARC in writing. Once such notification has been received by MARC from all Reviewers, MARC will pay the retained amount in full to the Contractor within thirty (30) days.

5. Receipt of Images and Data. After final approval and receipt of the Orthos by each Reviewer, the Reviewer or MARC (if designated by the Participant) will deliver images to each Participating Agency within its boundaries according to a method agreed to by a majority of the Participating Agencies.

6. Ownership, Access and Distribution of Orthos. Each Participating Agency will have ownership of the Orthos within their jurisdictional boundaries and for areas outside their boundaries for which they have also agreed to share costs with overlapping jurisdiction(s). In cases where Participating Agencies have overlapping boundaries, such Participating Agencies will jointly own the Orthos and will make a good faith effort to agree on a consistent price and criteria for selling or otherwise distributing the Orthos. Each Participating Agency will have access to the Orthos outside of their jurisdictional boundary for internal use only, but will not have ownership of such Orthos or be allowed to sell or otherwise distribute the Orthos in any manner, the only exceptions being those mentioned above where a participating agency agreed to share costs for areas outside their jurisdictional boundaries. The Participating Agencies may print a hard copy or PDF of any Orthos within their jurisdictional boundaries and may sell or otherwise distribute the Orthos according to each agency's currently adopted policy. Each Participating Agency will remain the point of distribution for the Orthos within its jurisdictional boundaries and may collect and retain any consideration from any sale or other distribution of such data.

7. The Missouri Department of Conservation (MDC). MDC is a Participating Agency and is contributing \$10,000 to the Ortho portion of the project. MARC will distribute the MDC contribution to the project evenly among all the local Participating Agencies that are within Missouri and based on the number of square miles acquired. The MDC will receive a copy of the Orthos that are within Missouri. Payment by MDC will be made to MARC and will be due thirty (30) days after the date that MDC accepts the Orthos.

8. MARC's Receipt and Use of Orthos. Participant agrees that MARC will receive a copy of the Orthos for use in its role as the Region's Metropolitan Planning Organization and Council of Governments. After each Reviewer gives final approval to all of its respective Orthos, MARC will receive a copy of that Reviewer's Orthos directly from the Contractor. MARC will make a copy of the Orthos and provide a copy to MDC. MARC may print a hard copy, or export a PDF or non-georeferenced JPEG of any Ortho within the Region and may sell or otherwise distribute according to its currently adopted policy; provided, however, that MARC will not sell or distribute digital copies of the original Orthos and MARC understands that it is the intent of this Agreement that each Participating Agency will remain the primary point of distribution for the Orthos within its jurisdictional boundaries.

9. Limitation of Liability. Participant hereby acknowledges that MARC is administering the Project for the purpose of providing a benefit to the Participating Agencies. PARTICIPANT HEREBY AGREES THAT MARC AND ITS AFFILIATES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS OF ANY NATURE WHETHER SUCH CLAIMS ARE BASED ON WARRANTY, CONTRACT, NEGLIGENCE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION, STATUTE, ANY OTHER CAUSE OR COMBINATION OF CAUSES, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE CONTRACT OR THE SERVICES PROVIDED THEREUNDER.

10. Audit. If the parties disagree as to the determination of the Services Fee, they shall jointly retain an independent certified public accountant to make the determination, which shall be jointly binding on them. The parties shall split evenly the expenses of making the

determination, except that if the accountant concludes that either party had been unreasonable, such party shall bear the full expense of the determination.

11. Inspection of Books. Each party shall permit the other, upon reasonable request, to inspect its books and records relevant to the determination of the Services Fee, the Orthos obtained and payments to the Contractor.

12. Termination and Modification. This Agreement shall terminate immediately upon: (a) the mutual consent of the parties; or (b) sixty (60) days' prior written notice by either party.

13. Settlement Upon Termination. No later than ten (10) days after the end of the month during which this Agreement is terminated for any reason, MARC shall deliver to Participant a final invoice setting forth any amount due hereunder or any refund due to Participant. Any amounts due and owing shall be paid to the other party within fifteen (15) days of the date of the final invoice.

14. Amendments. This Agreement may be amended only upon the parties' mutual written consent signed by the parties.

15. Assignment. This Agreement may not be assigned without the prior written consent of the other party.

16. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri (without regard to conflict of laws principles under which the laws of another state might apply).

17. Notices. All notices, statements or requests provided for hereunder shall be in writing and shall be deemed to have been given when delivered by hand to an officer of the other party, or when deposited with the U.S. Postal Service, as certified or registered mail, postage prepaid, addressed:

Notice to MARC:

Mid-America Regional Council
Attn: Jay Heermann
600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

Notice to Participant:

or to such person or place as each party may designate, from time to time, by written notice sent as aforesaid.

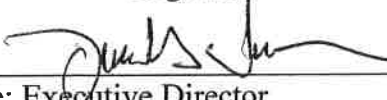
18. Headings. The headings of the various paragraphs of this Agreement are for convenience only and shall be accorded no weight in the construction of this Agreement.

19. Entire Agreement. This Agreement, together with all Exhibits, constitutes the entire agreement between the parties, with respect to the rights established herein.

20. Severability. If any part of this Agreement is determined to be invalid, the validity of this Agreement shall not be affected, and the parties agree that all remaining parts shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized to do so on this ____ day of _____, 2018.

Mid-America Regional Council

By: 
Title: Executive Director
Print Name: David A. Warm
Date: 6/7/18

Jackson County, MO

By: _____
Title: _____
Print Name: _____
Date: _____

EXHIBIT A

Orthophotography Contract

Attached to this Agreement by virtue of being included in the email correspondence titled, "Kansas City Regional Aerial Project 2018."

EXHIBIT B

CostShare2018

Exhibit B allocates costs to Participating Agencies, and determines the dollar amounts each participant is invoiced for the project. It is attached to this Agreement by virtue of being included in the email correspondence.

COST SHARING AGREEMENT

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8. MARC's Receipt and Use of Orthos. Participant agrees that MARC will receive a copy of the Orthos for use in its role as the Region's Metropolitan Planning Organization and Council of Governments. After each Reviewer gives final approval to all of its respective Orthos, MARC will receive a copy of that Reviewer's Orthos directly from the Contractor. MARC will make a copy of the Orthos and provide a copy to MDC. MARC may print a hard copy, or export a PDF or non-georeferenced JPEG of any Ortho within the Region and may sell or otherwise distribute according to its currently adopted policy; provided, however, that MARC will not sell or distribute digital copies of the original Orthos and MARC understands that it is the intent of this Agreement that each Participating Agency will remain the primary point of distribution for the Orthos within its jurisdictional boundaries.

9. Limitation of Liability. Participant hereby acknowledges that MARC is administering the Project for the purpose of providing a benefit to the Participating Agencies. PARTICIPANT HEREBY AGREES THAT MARC AND ITS AFFILIATES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS OF ANY NATURE WHETHER SUCH CLAIMS ARE BASED ON WARRANTY, CONTRACT, NEGLIGENCE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION, STATUTE, ANY OTHER CAUSE OR COMBINATION OF CAUSES, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE CONTRACT OR THE SERVICES PROVIDED THEREUNDER.

10. Audit. If the parties disagree as to the determination of the Services Fee, they shall jointly retain an independent certified public accountant to make the determination, which shall be jointly binding on them. The parties shall split evenly the expenses of making the

determination, except that if the accountant concludes that either party had been unreasonable, such party shall bear the full expense of the determination.

11. Inspection of Books. Each party shall permit the other, upon reasonable request, to inspect its books and records relevant to the determination of the Services Fee, the Orthos obtained and payments to the Contractor.

12. Termination and Modification. This Agreement shall terminate immediately upon: (a) the mutual consent of the parties; or (b) sixty (60) days' prior written notice by either party.

13. Settlement Upon Termination. No later than ten (10) days after the end of the month during which this Agreement is terminated for any reason, MARC shall deliver to Participant a final invoice setting forth any amount due hereunder or any refund due to Participant. Any amounts due and owing shall be paid to the other party within fifteen (15) days of the date of the final invoice.

14. Amendments. This Agreement may be amended only upon the parties' mutual written consent signed by the parties.

15. Assignment. This Agreement may not be assigned without the prior written consent of the other party.

16. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri (without regard to conflict of laws principles under which the laws of another state might apply).

17. Notices. All notices, statements or requests provided for hereunder shall be in writing and shall be deemed to have been given when delivered by hand to an officer of the other party, or when deposited with the U.S. Postal Service, as certified or registered mail, postage prepaid, addressed:

Notice to MARC:
Mid-America Regional Council
Attn: Jay Heermann
600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

Notice to Participant:

or to such person or place as each party may designate, from time to time, by written notice sent as aforesaid.

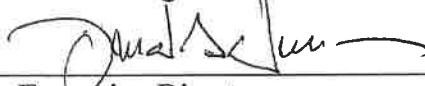
18. Headings. The headings of the various paragraphs of this Agreement are for convenience only and shall be accorded no weight in the construction of this Agreement.

19. Entire Agreement. This Agreement, together with all Exhibits, constitutes the entire agreement between the parties, with respect to the rights established herein.

20. Severability. If any part of this Agreement is determined to be invalid, the validity of this Agreement shall not be affected, and the parties agree that all remaining parts shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized to do so on this ____ day of _____, 2018.

Mid-America Regional Council

By:  _____
Title: Executive Director _____
Print Name: David A. Warm _____
Date: 6/7/18 _____

Jackson County, MO

By: _____
Title: _____
Print Name: _____
Date: _____

EXHIBIT A

Orthophotography Contract

Attached to this Agreement by virtue of being included in the email correspondence titled, "Kansas City Regional Aerial Project 2018."

EXHIBIT B

CostShare2018

Exhibit B allocates costs to Participating Agencies, and determines the dollar amounts each participant is invoiced for the project. It is attached to this Agreement by virtue of being included in the email correspondence.