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COST SHARING AGREEMENT

This Cost Sharing Agreement (the "Agreement") is made effective as of this 17th day of March, 2010, by and between Mid-America Regional Council ("MARC") and Jackson County, Missouri (the "Participant").

WITNESSETH

WHEREAS, the Kansas City Metropolitan Region Aerial Photography Project (the "Project") is a project that involves the acquisition of orthophotography, Digital Elevation Model and their corresponding metadata (the "Orthos") for areas in and around 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 (the "Imagery") from a single vendor;

WHEREAS, the Committee has established a Cost Sharing Model (the "Model") to distribute the overall cost of the Imagery 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 "Steering Committee") for the development of standards, selection of a vendor and discussing issues relating to the Project, and that the Steering Committee will be defined as:

1. Representatives from jurisdictions across the MARC region, including Johnson County and Wyandotte County in Kansas, and Jackson County, Platte County, Clay County, The City of Kansas City, and The City of Raymore in Missouri.
2. Mid-America Regional Council

WHEREAS, MARC is coordinating the contract 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 Imagery 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 "Contract") between MARC and Surdex Corporation (the "Contractor"), dated February 11, 2010, included as Exhibit A and incorporated herein by reference, the Contractor

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MARY JO SPINO
COUNTY CLERK

and/or its subcontractors identified in Exhibit A will prepare the Imagery (the "Services"). MARC shall act as the coordinating agency to administer the terms pursuant to this Agreement and the Contract. At all times, MARC shall act in the best interest of all of the Participating Agencies.

2. Payment for Orthos. 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 **\$39,921.57** (the "Ortho Fee") to MARC. The Ortho Fee is based on (a) a conservative estimate of the number of Participating Agencies, (b) the cost matrix provided by the Contractor in their proposal, and (c) the formulas in the Model, which is named "ImageryCostShareModel2010.xls" and which is included hereto as Exhibit B. The Ortho Fee shall be transferred to MARC within thirty (30) days of the execution of this Agreement. The Ortho 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 Contract. 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 Ortho 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 Ortho Fee not paid to the Contractor as provided in this Agreement.

3. Review and Approval of the Orthos. Each participating county, Kansas City Missouri, the City of Raymore Missouri, the City of Leavenworth Kansas and the Steering Committee, minus MARC (collectively, the "Ortho Reviewers", and individually, an "Ortho Reviewer") shall review all Orthos relating to the Project. Each Ortho 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 Ortho 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. After final approval and receipt of the Images by each Reviewer, the Reviewer 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 such 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 Ortho within their jurisdictional boundaries and may sell or otherwise distribute such 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 Orthos.

7. The United States Geological Survey (USGS). USGS is a Participating Agency and is contributing \$89,780 to the project. The USGS will receive a copy of the Orthos to provide to the National Geospatial Intelligence Agency (NGA) and Department of Homeland Security (DHS). Payment by USGS will be made to MARC and will be due thirty (30) days after the date that USGS receives the Orthos. MARC will distribute the USGS contribution to the project evenly among all the local Participating Agencies. The data provided to the USGS will remain in a classified environment and be used for homeland security purposes. In addition, USGS will process the six (6) inch imagery to one (1) foot resolution and convert the data to a UTM projection. The one (1) foot UTM imagery will be posted on the Seamless Data Server at <http://seamless.usgs.gov> and The National Map at <http://nationalmap.gov>.

8. The United States Core of Engineers (USACE). The USACE may also be a Participating Agency and may contribute up to \$34,000 to acquire imagery covering the following water bodies in the region: Blue Springs Lake, Longview Lake, Smithville Lake, and Hillsdale Lake. Provided the USACE does financially participate in the Project, the USACE will receive six (6) inch imagery for Blue Springs Lake, Longview Lake, and the portions of Smithville Lake within Clay County, MO; and, one (1) foot imagery for Hillsdale Lake and the portions of Smithville Lake within Clinton County MO. Through their contribution to the project the USACE shall also receive the complete set of (1) foot imagery derived from the original imagery by the USGS that is described above in section 7 of this MOU. Payment by the USACE will be made directly to the Contractor and will be due thirty (30) days after the date that USACE receives the imagery. MARC will distribute the USACE's contribution to the project evenly among all the local Participating Agencies. The current not-to-exceed cost in this MOU does not include a deduction from the USACE. This is due to the lack of formal agreement between the USACE and MARC at the time of this writing. However, MARC does fully expect the USACE to partner in this project, as they did in 2008, and has applied the USACE deduction to each participating city and county's invoice.

9. 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 USGS. 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 such Orthos 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.

10. 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.

11. Audit. If the parties disagree as to the determination of the Ortho 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.

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

13. 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.

14. 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.

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

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

17. 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).

18. 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
600 Broadway, Suite 200
Kansas City, Missouri 64105-1659
Attn: Brian Parr

Notice to Participant:

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

19. 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.

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

21. 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 17 day of May, 2010.

Mid-America Regional Council

By: [Signature]
Title: Executive Director
Print Name: David A. Warm
Date: 3-21-10

Jackson County

By: [Signature]
Title: Michael D. Sanders
Print Name: JACKSON COUNTY EXECUTIVE
Date: _____

APPROVED AS TO FORM:

By: [Signature]
William G. Snyder
Acting County Counselor

ATTEST BY:

[Signature]
Mary Jo Spino
Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 37,237.08 which is hereby authorized.

May 13, 2010
Date

[Signature]
Director of Finance and Purchasing

Acct. # 001-1305-6080 \$2,000 004-1305-6080 \$12,000
003-1305-6080 \$3237.08 045-1305-6080 \$20,000

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EXHIBIT A

Orthophotography Contract

See attached.

EXHIBIT B

ImageryCostShareModel2010.xls

Exhibit B allocates costs to Participating Agencies in the manner agreed to by them, and ultimately generates the dollar amounts each participant is invoiced for the project. It is attached to this Agreement by virtue of being included on the accompanying CD titled, "Kansas City Regional Aerial Project 2010." The spreadsheet referred to in Exhibit B is titled "ExhibitB_ImageryCostShareModel2010.xls." Instructions on how to read and make use of the model are included within the spreadsheet.