

## COST SHARING AGREEMENT

This Cost Sharing Agreement (the "Agreement") is made effective as of this 29<sup>th</sup> day of January, 2016, by and between Mid-America Regional Council ("MARC") and Jackson County (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 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:

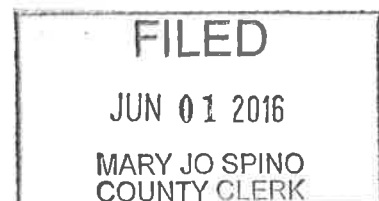
1. Representatives from jurisdictions across the MARC region, including Leavenworth and Wyandotte Counties in Kansas, and Jackson, Platte and Clay County, the Cities of Kansas City, Liberty, Raymore, Blue Springs and Lee's Summit in Missouri.
2. Mid-America Regional Council, Missouri Department of Conservation (MDC).

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 January 12th, 2016, included as Exhibit A and incorporated herein by reference, the Contractor and/or its subcontractors identified in Exhibit A will prepare the Imagery (the "Services"). MARC shall act as the



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 Missouri Department of Conservation (MDC). MDC is a Participating Agency and is contributing \$20,000 to 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 flown. 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 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.

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 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

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 1<sup>st</sup> day of June, 2016.

Mid-America Regional Council

APPROVED AS TO FORM

W. A. Nefcy  
County Counselor

By: David A. Warm  
Title: Executive Director  
Print Name: David A. Warm  
Date: \_\_\_\_\_

ATTEST:

Marj Spino  
Clerk of the County Legislature

Jackson County, MO

By: Frank White, Jr.  
Title: \_\_\_\_\_ County Executive  
Print Name: Frank White, Jr.  
Date: \_\_\_\_\_

### 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 \$25,611.76 which is hereby authorized.

May 26, 2016  
Date

Christina  
Chief Financial Officer  
Acct. No. 001-1305-56080-\$249  
300-1305-56080-\$1,899.76  
004-1305-56080-\$13,464  
045-1305-56080-\$9,999

PC 13052016001

## **EXHIBIT B**

ImageryCostShareModel2016.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 in the email correspondence titled, "Kansas City Regional Aerial Project 2016." The spreadsheet referred to in Exhibit B is titled "ExhibitB\_ImageryCostShareModel2016.xls." Instructions on how to read and make use of the model are included within the spreadsheet.