

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this 1<sup>st</sup> day of February, 2024, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as the “City,” and the ***COUNTY OF CAPE GIRARDEAU, MISSOURI, a political subdivision of the State of Missouri***, hereinafter referred to as the “County,” **WITNESSETH:**

**WHEREAS**, the County has contracted with a company for the production of high resolution digital aerial imagery (“aerial photography”) for 2024; and

**WHEREAS**, the City desires to have access to the County’s aerial photography based on the terms and conditions described below; and

**WHEREAS**, the County desires to grant City access to the County’s aerial photography based on the terms and conditions described below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. County agrees to provide City with access to its aerial photography that is clear, continuous, seamless, “leaf off”, color-balanced, ortho-rectified images and with a maximum 3” resolution.
2. County agrees to provide City with a digital copy of the aerial photography file in a standard SID format compatible with current ESRI ArcGIS mapping software.
3. County agrees to provide City with a REST Service URL to be used for aerial photography access by the City’s ArcGIS Online maps, cloud-based permit software, and any other asset management software used by the City.

4. County agrees to provide from its vendor an aerial photography written authorization for the City to utilize 3” resolution imagery for all internal purposes and for public-facing use on the City’s online maps, cloud-based permit software, and any other asset management software utilized by the City.

5. City agrees to pay County Thirty Thousand Dollars (\$30,000.00) in three (3) annual installments of Ten Thousand Dollars (\$10,000.00) with each installment due on or before February 28 for the years 2024, 2025 and 2026.

6. City agrees that it will not provide copies or authorize use of aerial photography to other public or private entities other than to be used as a component of City projects.

7. This Memorandum of Understanding will commence when it is signed by both parties and the City will have access to the aerial photography and the additional items associated with the aerial photography as described above, for a period of three (3) years.

8. After the first year, either party may terminate this Memorandum of Understanding at any time, with or without cause, by thirty (30) day written notice to the other.

9. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either

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party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

10. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri.

11. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

12. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding as of the day and year first above written.

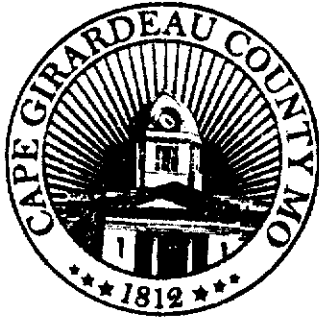
**CITY:**

**CITY OF JACKSON, MISSOURI**

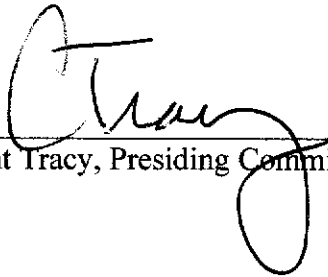
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Dwain Hahs, Mayor

**ATTEST:**

\_\_\_\_\_  
Liza Walker, City Clerk



**County of Cape Girardeau, Missouri:**

  
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Clint Tracy, Presiding Commissioner

**ATTEST:**

  
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Kara Clark Summers, County Clerk