

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
FOR ACQUISITION OF IMAGERY
FROM PICTOMETRY
INTERNATIONAL CORPORATION

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 202_ by and between the City of Springfield, Missouri, hereinafter referred to as “City”, and the City of Republic, Missouri, hereinafter referred to as “Agency.”

WHEREAS, Section 70.220 of the Revised Statutes of Missouri provides that municipalities, counties, and other persons may contract and cooperate with each other in connection with the provision of a common service; and

WHEREAS, it is in the best interest of the citizens of City and Agency collectively to receive the benefits of a more accurate Geographical Information System by acquiring updated aerial imagery; and

WHEREAS, City and Agency desire to cooperate to acquire aerial imagery covering Greene and Christian Counties from Pictometry International Corporation (“Pictometry”); and

WHEREAS, at the request of and on behalf of Agency, City has agreed to the terms and conditions set forth herein, and has agreed to arrange for the delivery of aerial imagery from Pictometry to Agency (“Imagery”); and

WHEREAS, Agency has agreed, pursuant to the terms and conditions set forth herein, to accept the Imagery and to reimburse City for Agency’s share of total costs for the Imagery.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, CITY AND AGENCY AGREE AS FOLLOWS:

1. On behalf of Agency, City agrees to be the lead in purchasing approximately 58 tiles of aerial imagery in 2022, 2024, and 2026 pursuant to a contract between City and Pictometry (“Contract”), said Contract to substantially and materially conform to the draft attached as “Exhibit A” and incorporated by this reference, provided that the Springfield City Council lawfully appropriates funds for the purchase of such aerial imagery. By signing this Agreement, Agency acknowledges and agrees to follow all of Pictometry’s terms of use in the Contract in consideration of, and prior to, receiving and using the aerial imagery.
2. In consideration for City taking the lead, Agency agrees to reimburse City for Agency’s share of the total cost of said aerial imagery in 2022, 2024, and 2026, as set forth in the cost sharing document attached as “Exhibit B” and incorporated by this reference, at or before the time of final delivery of the imagery from Pictometry to City, provided such funds are lawfully appropriated by Agency’s governing body. Agency’s cost is estimated to be \$4,652.25. City will invoice Agency for payment of its share, and Agency agrees to pay City within 45 days of receipt of invoice.

3. Upon final payment from Agency, the Pictometry License shall be held jointly by City, Agency, and other entities who enter into a similar Cooperative Agreement with City for acquisition of imagery from Pictometry and make timely, final payment of their share of the total cost of the aerial imagery ("Other Entities").
4. In consideration of the requested Pictometry aerial imagery and monies received for same, and to the extent allowed by law, both Agency and City hereby release and hold harmless each other, and their respective Boards, Councils, agents, officers, employees, successors and assigns with respect to any and all injury, death, loss or damage to person or property, whether caused by negligence or otherwise, in any way related to use of the Pictometry imagery. Nothing contained herein shall be considered a waiver of the defenses that may be asserted either party of sovereign immunity, official immunity, and/or the public duty doctrine.
5. Agency, City, and Other Entities shall have co-ownership of aerial imagery received from Pictometry as outlined in the Contract and any amendments thereto.
6. Agency and City agree this Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

SO AGREED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF SPRINGFIELD, MISSOURI

AGENCY

BY: _____
Assistant City Manager or Delegate

BY: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____ 12/30/21
Agency Attorney

BY: _____
City Attorney or Delegate

ATTEST:

BY: _____
Agency Clerk

FINANCIAL CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Director of Finance