

**FILED**

MAR 29 2024

JEANNIE GOFF *JG*  
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0329

ORDINANCE NO.: 24-0174

INTRODUCED BY: COUNCIL MEMBER (s) Gruetke

1           **AN ORDINANCE APPROVING AN AGREEMENT BETWEEN**  
2 **JEFFERSON COUNTY, MISSOURI AND PICTOMETRY INTERNATIONAL**  
3 **CORP. (“PICTOMETRY”) FOR THE PURCHASE OF DIGITAL IMAGERY AND**  
4 **AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT**  
5 **ON BEHALF OF THE COUNTY.**

6           **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) desires to  
7 acquire digital imagery from Pictometry International Corp. (“Pictometry”); and,

8           **WHEREAS**, the County requests to purchase the following imagery and products  
9 for the following first project: Imagery – Ortho Frame Imagery nominal 2in GSD ortho  
10 imagery, imagery as good as 1.2in and no worse than 3in, Imagery - Oblique Imagery  
11 nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD, Imagery – Project-  
12 wide Mosaic Tile File in Mr. SID format, FutureView Advanced Training, CONNECT  
13 ImageService CA, Pictometry Connect CA 50 Users, Pictometry for ESRI Web  
14 AppBuilder, RapidAccess Disaster Response Program, Pictometry CONNECT Early  
15 Access, referred to herein as the “Property”; and,

16           **WHEREAS**, the Jefferson County, Missouri, Council agrees to the purchase price  
17 of the Property from Pictometry for Sixty-Two Thousand, Six Hundred Thirty-Nine  
18 Thousand Dollars (**\$62,639.00**) per year, with the initial payment of due at first anniversary  
19 of shipment of Imagery for the first project, and the option for the addition of, for a total

1 amount not to exceed One Hundred, Twenty-Five Thousand, Two Hundred Seventy-Eight  
2 Dollars (**\$125,278.00**) for the term, subject to budgetary limitations; and

3 **WHEREAS**, the agreement provides that political subdivisions in the County may  
4 have access to the Pictometry Products; and

5 **WHEREAS**, it has been the practice of the County, under past, similar agreements  
6 to allow other political subdivisions access to these products pursuant to intergovernmental  
7 agreements providing cost sharing; and

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**  
9 **AS FOLLOWS:**

10 Section 1. The agreement with Pictometry for the Property is hereby approved  
11 for One Hundred, Twenty-Seven Thousand, Two Hundred and Sixty-Eight Dollars  
12 (**\$62,639.00**) per year, for a total amount not to exceed One Hundred, Twenty-Five  
13 Thousand, Two Hundred Seventy-Eight Dollars (**\$125,278.00**) for the term, subject to  
14 budgetary limitations.

15 Section 2. The Jefferson County, Missouri, Council hereby authorizes the  
16 County Executive to execute the agreement on behalf of the County. The County  
17 Executive is further authorized to take any and all actions necessary to carry out the intent  
18 of this Ordinance. An unexecuted copy of the Agreement is attached hereto as Exhibit "A"  
19 and incorporated herein, by reference.

20 Section 3. Also attached hereto, as exhibit B1-B10 is the agreement to be used  
21 between Jefferson County and other agencies who desire access to the imagery pursuant to  
22 a cost sharing agreement.

1           Section 4.     Copies of all Invitations for Bid, Requests for Proposals, responses  
2 thereto, and any contracts or agreements shall be maintained by the Department of the  
3 County Clerk consistent with the rules and procedures for the maintenance and retention  
4 of records as promulgated by the Secretary of State.

5           Section 5.     This Ordinance shall be in full force and effect from and after its  
6 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
7 shall not affect the remainder of this Ordinance.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>absent</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 25 DAY OF March, 2024:

**PASSED**       **FAILED**

  
Charles Groeteke, County Council Chair

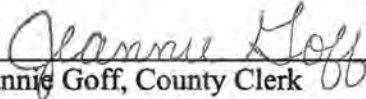
  
Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 24 DAY OF march, 2024.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

  
Dennis J. Gannon, Jefferson County, Missouri, Executive

**ATTEST:**

  
Jeannie Goff, County Clerk

BY: 

First Reading: 03-25-2024



ORDINANCE NO.

24-0174

AGREEMENT BETWEEN

PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND JEFFERSON COUNTY, MO ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:

- Section A: Product Descriptions, Prices and Payment Terms
Section B: License Terms:
- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement
Section C: Non-Standard Terms and Conditions
Appendix 1: Photogrammetric Product Specifications
Map(s)

ORDINANCE No. 21-0444

EXHIBIT A

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof.

- 2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Appendix 1: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

Table with 1 column: CUSTOMER NOTICE ADDRESS. Rows: 729 Maple Street, Hillsboro, MO 63050, Attn: Sandra Kost, GIS Coordinator, Phone: (636) 797-5041

Table with 1 column: PICTOMETRY NOTICE ADDRESS. Rows: 25 Methodist Hill Drive, Rochester, New York 14623, Attn: General Counsel, Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

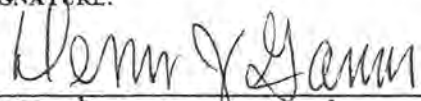
- 4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be

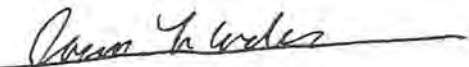
unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
JEFFERSON COUNTY, MO	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	SIGNATURE:
	
NAME: Dennis J. Gannon	NAME:
TITLE: County Executive	TITLE:
DATE: 9/30/2021	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

  
Assistant County Counselor

**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
 25 Methodist Hill Drive  
 Rochester, New York 14623

<b>ORDER #</b>
C24271434

<b>BILL TO</b>
County of Jefferson
729 Maple St.
Hillsboro MO. 63050
636-797-5555

<b>SHIP TO</b>
Jefferson County, MO
Sandra Kost, GIS Coordinator
729 Maple Street
Hillsboro, MO 63050
(636) 797-5041
skost@jeffcomo.org

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A118452	astar	Biennial

<b>FIRST PROJECT</b>					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
713	Reveal Essentials+ Property	<p>Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>                      Leaf Off: Less than 30% leaf cover</p>	\$ 400.00	\$ 160.00 (60% - Long Term Incentive Discount)	\$ 114,080.00
2	FutureView Adv Training	<p>Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.</p> <p>Applicable Terms and Conditions. Order Form</p>	\$ 2,499.00		\$ 4,998.00
2	CONNECT ImageService CA	<p>Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p>	\$ 2,000.00		\$ 4,000.00



		Applicable Terms and Conditions: Online Services General Terms and Conditions			
2	Pictometry Connect - CA - 50	<p>Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement</p> <p>Product Parameters:  Admin User Name:  Sandra Kost  Admin User Email:  skost@jeffco.org</p>	\$ 2,200.00	\$ 1,100.00 (50%)	\$ 2,200.00
1	Pictometry for Esri Web AppBuilder	<p>Pictometry for Esri Web AppBuilder is a server based widget for installation on Customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web applications authored using Web AppBuilder for ArcGIS (Developer Edition) available separately from Esri. Requires a Pictometry Connect account.</p> <p>Applicable Terms and Conditions: Software License Agreement</p> <p>Product Parameters:  Server Integration:  Web AppBuilder (Analytics Only)</p>	\$ 1,990.00		\$ 1,990.00
1	RapidAccess - Disaster Response Program	<p>RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	<p>Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.</p> <p>Applicable Terms and Conditions: Software License Agreement</p>	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	<p>Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00

SUBTOTAL \$127,268.00

**SECOND PROJECT**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
713	Reveal Essentials+ Property	<p>Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>            Leaf Off: Less than 30% leaf cover</p>	\$ 400.00	\$ 160.00 (60% - Long Term Incentive Discount)	\$ 114,080.00
2	FutureView Adv Training	<p>Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 2,499.00		\$ 4,998.00
2	CONNECT ImageService CA	<p>Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 2,000.00		\$ 4,000.00
2	Pictometry Connect - CA - 50	<p>Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement</p> <p>Product Parameters:  <i>Admin User Name:</i>            Sandra Kost  <i>Admin User Email:</i>            skost@jeffcomo.org</p>	\$ 2,200.00	\$ 1,100.00 (50%)	\$ 2,200.00

1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.  Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.  Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.  Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
<b>SUBTOTAL</b>					<b>\$125,278.00</b>

**THIRD PROJECT**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
713	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 160.00 (60% - Long Term Incentive Discount)	\$ 114,080.00
2	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.  Applicable Terms and Conditions: Order Form	\$ 2,499.00		\$ 4,998.00
2	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image	\$ 2,000.00		\$ 4,000.00

		<p>Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>			
1	Pictometry Connect - CA - 50	<p>Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement</p> <p>Product Parameters:  <i>Admin User Name:</i>  Sandra Kost  <i>Admin User Email:</i>  skost@jeffcomo.org</p>	\$ 2,200.00	\$ 1,100.00 (50%)	\$ 2,200.00
1	RapidAccess - Disaster Response Program	<p>RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	<p>Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.</p> <p>Applicable Terms and Conditions: Software License Agreement</p>	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	<p>Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
SUBTOTAL					\$125,278.00

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	\$ 377,824.00
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<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

**STANDARD ORTHO MOSAIC PRODUCTS**

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

**Geofences:**

**FIRST PROJECT**

For the Pictometry Connect - CA - 50, CONNECT ImageService CA product(s) in this project, the following geofences apply:  
 MO Jefferson (Primary), MO St Louis Super Metro, MO St. Francois, MO St. Louis City, MO Ste. Genevieve, MO Washington

**SECOND PROJECT**

For the Pictometry Connect - CA - 50, CONNECT ImageService CA product(s) in this project, the following geofences apply:  
 MO Jefferson (Primary), MO St Louis Super Metro, MO St. Francois, MO St. Louis City, MO Ste. Genevieve, MO Washington

**THIRD PROJECT**

For the Pictometry Connect - CA - 50, CONNECT ImageService CA product(s) in this project, the following geofences apply:  
 MO Jefferson (Primary), MO St Louis Super Metro, MO St. Francois, MO St. Louis City, MO Ste. Genevieve, MO Washington

**FEES; PAYMENT TERMS**

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

**FIRST PROJECT**

Due at Signing	\$15,908.50
Due at Initial Shipment of Imagery	\$47,725.50
Due at First Anniversary of Shipment of Imagery	\$63,634.00
<b>Total Payments</b>	<b>\$127,268.00</b>

**SECOND PROJECT**

Due at Initial Shipment of Imagery	\$62,639.00
Due at First Anniversary of Shipment of Imagery	\$62,639.00
<b>Total Payments</b>	<b>\$125,278.00</b>

**THIRD PROJECT**

Due at Initial Shipment of Imagery	\$62,639.00
Due at First Anniversary of Shipment of Imagery	\$62,639.00

Total Payments

\$125,278.00

**RapidAccess—Disaster Response Program (“DRP”)**

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane: areas affected by hurricanes of Category 2 and higher.
  - Tornado: areas affected by tornados rated EF4 and higher.
  - Terrorist: areas affected by damage from terrorist attack.
  - Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornados below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

## SECTION B

## LICENSE TERMS

### PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

#### 1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

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- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
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  - (b) permit access and use of the Delivered Content through Authorized Systems by:
    - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
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- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
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- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]



## SECTION B

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- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
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6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
  - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data- General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
  - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
  - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
  - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
  - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.
  - F. **Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event.

A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

## SECTION C

## NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Missouri, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Missouri in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

4. Upon entering into this Agreement, the parties desire to simultaneously amend an existing agreement between the parties dated December 14, 2017 ("2017 Agreement") in order to terminate their obligations with respect to the Third Project set forth in the 2017 Agreement at no cost or expense to either party.

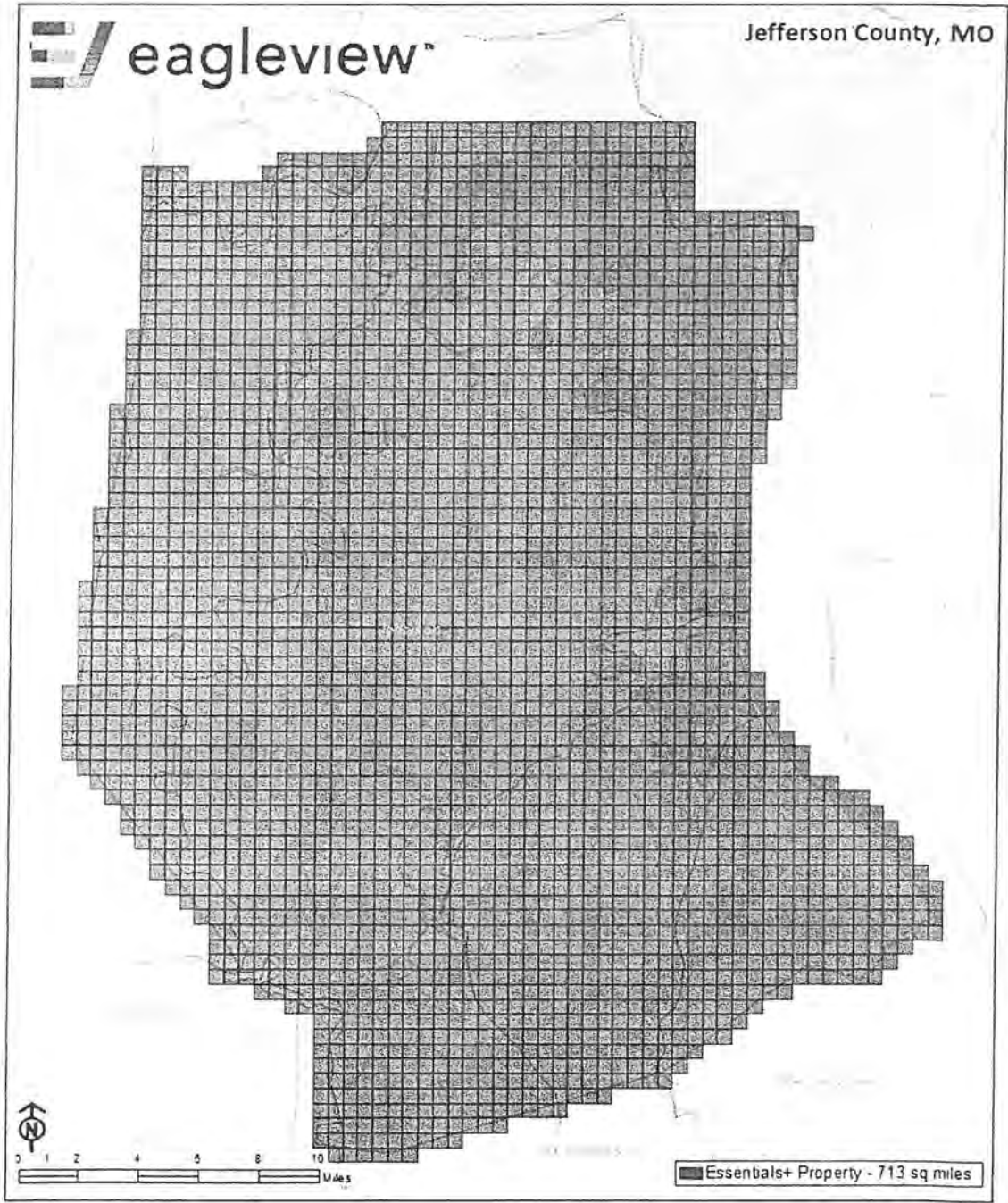
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[END OF NON-STANDARD TERMS AND CONDITIONS]

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho Frame Imagery	<ul style="list-style-type: none"> <li>Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in</li> </ul>
Orthomosaic Specifications	<ul style="list-style-type: none"> <li>Typical Positional Horizontal Accuracy: 1m at a 95% confidence level</li> <li>Fully automated photogrammetric orthomosaic. Imagery may contain seamlines</li> <li>Project-wide color and contrast balancing</li> </ul>
Oblique Imagery	<p>Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:</p> <ul style="list-style-type: none"> <li>Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines</li> </ul>
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> <li>Metadata generated that meets FGDC Standards upon request</li> <li>Shapefile(s) with discrete deliverable boundaries and directional metadata</li> </ul>
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> <li>Nominal 2in GSD, no worse than 3in (Best Available Provided)</li> </ul> <p>Access Methods:</p> <ul style="list-style-type: none"> <li>Available via web-based viewer (Connect) - Contracted separately</li> <li>Also available via WMS/WMTS (Image Service) - Contracted separately</li> </ul>
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> <li>Nominal 2in GSD, no worse than 3in (Best Available Provided)</li> </ul> <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> <li>Customer Selectable</li> </ul> <p>Datum:</p> <ul style="list-style-type: none"> <li>Customer Selectable</li> </ul> <p>File Format:</p> <ul style="list-style-type: none"> <li>Mosaic Tiles                             <ul style="list-style-type: none"> <li>Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file</li> <li>Includes separate Pictometry Map Image (PMI) trailer file</li> </ul> </li> <li>Project-Wide Mosaic                             <ul style="list-style-type: none"> <li>Available in ECW, MrSID (All versions) format</li> </ul> </li> </ul>
Oblique Imagery & Frame Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> <li>Available via web-based viewer (Connect) - Contracted separately</li> </ul>
Delivery Timeline	<ul style="list-style-type: none"> <li>Best efforts to make frame imagery available online within 20 days of capture complete</li> <li>Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion</li> </ul>

MAP(S)







ORDINANCE NO.

24-0174

INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI, AND Rock Creek Sewer District



This Intergovernmental Agreement (hereafter, the "Agreement"), is made and entered into by and between Jefferson County, Missouri (hereafter, the "County") and Rock Creek Sewer District (hereafter, the "Participant").

WHEREAS, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the County and Participant are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

WHEREAS, the County entered into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

WHEREAS, the Participant has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the Participant and the governmental entities it serves; and

WHEREAS, the County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

WHEREAS, the Participant, as a political subdivision within the County qualifies under the aforementioned license agreement, and

WHEREAS, the Participant desires to utilize the licensed Pictometry products and to

provide financial assistance to the County for the cost of said products.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

PURPOSE: The purpose of this Agreement is to allow Participant to utilize licensed Pictometry products under the County's License Agreement and to designate cost shares. The Participant is herewith designated as an Authorized Subdivision pursuant to the License Agreement by and between the County and Pictometry, a copy of which is attached hereto and made a part hereof as if fully set forth herein.

1. The County, in accord with the aforementioned License Agreement, shall:
  - A. Furnish the Participant, in a mutually agreeable format, for its installation, those Licensed Products (including Licensed Software and Licensed Images) provided under the License Agreement, with such products and Software being used solely for Participant governmental purposes and exclusively on designated workstations/computers used and owned and/or leased by the Participant; The installation and use of this software is governed by the License Agreement between Pictometry and the County.
  - B. Notify the Participant within ten business days after County receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the Participant's rights under this Agreement.
2. The Participant shall:
  - A. Be deemed both an agent of County and an Authorized Subdivision under the License Agreement and, as such, shall fully comply with and abide by all the applicable obligations and responsibilities of the License Agreement including, but not limited to, those regarding the use and distribution of Licensed Products. The agency and authorized subdivision designation shall only apply to the Intergovernmental Agreement herein and for no other purpose whatsoever and

shall not be used by the agent/subdivision to bind the County in any manner whatsoever or for any reason whatsoever.

- B. Designate "Authorized Users" (Authorized Users are such persons in the employ of the Participant, as may be designated in writing by the Participant from time to time to use the Licensed Products on the designated computers). The Participant agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.
- C. Provide the County with the name of a Participant employee(s) to be given administrator rights (referred to as "Administrator") who will be using the Licensed Products through the web-based software. The Administrator will have the authority to add and delete additional Authorized Users and all other privileges associated with the title of Administrator. For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to the County, not less frequently than at least 10 business days prior to the end of each calendar quarter.
- D. Assure that it will *only* allow its listed Authorized Users to use, operate, and/or have access to any of the Licensed Products, that it will *only* allow access to any of the Licensed Software, that it will protect Licensed Products against unauthorized use, disclosure, copying, and/or dissemination, and that it will cause all of its listed Authorized Users to comply with the provisions, terms, conditions, and limitations of the License Agreement.

3. Compensation:

- A. For its use of all the County Licensed Images, Licensed Software, and other Licensed Products, the training, and services provided herewith, the Participant shall pay the County \$6,400.<sup>00</sup> which will be for two years' use. This amount will be broken down into two annual fee payments as described in the following paragraph.

- B. The initial \$ 3,200.<sup>00</sup> annual fee payment shall be due following delivery and installation completion of the Licensed Images and applicable Licensed Software and within 10 business days of the Participant's receipt of an invoice for same from County.
- C. The second \$ 3,200.<sup>00</sup> annual fee payment shall be due 12 months after the delivery and installation completion date and within 10 business days of the Participant's receipt of an invoice for same from County.

4. Terms and Conditions:

- A. Should any conflicts or differences in language and/or interpretation between this Agreement and applicable provisions of the License Agreement occur, the applicable provisions and language of the License Agreement shall govern.
- B. County makes no representations or warranties (oral, written or implied) concerning, nor does it accept any responsibility or liability of any kind and in any respect for, the Licensed Pictometry Products, Pictometry training, and other Pictometry products and services being made available under this Agreement, and the Participant fully understands and accepts this disclaimer.
- C. The Participant is responsible for all costs and obligations associated with Participant personnel, facilities, computers, servers, accessories, devices, tools, software, and other tangible and intangible Participant resources and property used and/or maintained in conjunction with this Agreement, and County has no responsibilities, legal, financial or otherwise, with respect thereto.

5. Term:

- A. This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for the same 24-month term as the License Agreement by and between the County and Pictometry International Corp.

6. County Representative:

The County Executive is designated as the County representative for the purpose of administering this Agreement. The County Executive or designee may perform duties at such times during the term of this agreement as deemed necessary.

7. Indemnification:

The Participant shall indemnify and save harmless the County, including its agents, employees and assigns, from every expense, liability or payment including legal fees, arising out of such damages or injuries resulting from the Participant 's performance under this Agreement.

8. Amendments:

Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of County and Participant.

9. Assignment:

Participant shall not assign, transfer or delegate any interest in the Agreement without the prior written consent of County.

10. Cancellation:

County may cancel this Agreement at any time by providing Participant with written notice of cancellation. Should County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to Participant.

11. Law of Missouri To Govern:

This Agreement shall be construed according to the laws of the State of Missouri. Participant shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

12. Venue:

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

13. Section Headings:

All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Sole Beneficiary:

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and Participant.

15. Authority To Execute:

County and Participant shall each enact an order or resolution to authorize the execution of the Agreement. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Dated and Effective 3-26-24.

PARTICIPANT \_\_\_\_\_:

JEFFERSON COUNTY, MISSOURI:

By: Don Daniel

By: Dennis J. Gannon  
Dennis J. Gannon, County Executive

Printed Name: DON DANIEL

Title: District Administrator

ATTEST: Jeannie Goff  
Jeannie Goff, County Clerk Blankenship


Auditor's Certification

I hereby certify under section 50.660 RSMo. there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
Auditor

3-26-2024  
Date

Approved As To Form:

  
\_\_\_\_\_  
County Counselor

MAR 26 2024  
Date



# County of Jefferson

## State of Missouri

Administration Center  
729 Maple Street · PO Box 100  
Hillsboro, Missouri 63050

Dennis Gannon

County Executive

### DEPARTMENT OF ADMINISTRATIVE SERVICES

#### David Courtway - Director

Web Address: [www.jeffcomo.org](http://www.jeffcomo.org)

Dana Downs  
Human Resources Manager  
(636)797-5563 / Fax (636)797-5596

Jackie Doyle  
General Services/Contracts & Grants Manager  
(636)797-5380 / Fax (636)797-5067

Rock Creek Sewer District  
4133 W Outer Rd  
Arnold Mo 63010

September 20, 2023

### INVOICE – PICTOMETRY SERVICES 2024

Attn: Don Daniel

Your company, Rock Creek Sewer District agreed to the Annual Cost-Share Plan with the County of Jefferson, MO for Pictometry Services for 2024.

The annual fee for Rock Creek Sewer District for the Pictometry Services for 2024 **\$3,200.00**.

Please make check payable to: County of Jefferson, Missouri

Attn: Treasurer  
PO Box 100/729 Maple St.  
Hillsboro, MO 63050

*Jefferson County, Missouri Point of Contacts for Pictometry Services  
Payment and contract questions:*

*Jackie Doyle*

*Department of Administration – General Services*

*[jdoyle@jeffcomo.org](mailto:jdoyle@jeffcomo.org)*

*636-797-5380*

*Technical questions:*

*Sandra Kost, GISP, GIS Coordinator*

*Department of the County Assessor*

*[skost@jeffcomo.org](mailto:skost@jeffcomo.org)*

*636-797-5041*

*To be included on emails that track progress of flight, training information, etc., please send request to be added on list to [skost@jeffcomo.org](mailto:skost@jeffcomo.org).*

*Per Contract, please send Participant's employee acting as Administrator contact credentials to [skost@jeffcomo.org](mailto:skost@jeffcomo.org). Include name, title, entity/business, phone number, address, and email address.*

Respectfully,

Jackie Doyle  
Department of Administrative Services





ORDINANCE NO.

24-0174

~~INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON~~  
COUNTY, MISSOURI, AND THE CITY OF De Soto



This Intergovernmental Agreement (hereafter, the "Agreement"), is made and entered into by and between Jefferson County, Missouri, (hereafter, the "County") and the City of De Soto, Missouri (hereafter, the "City").

WHEREAS, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the County and City are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

WHEREAS, the County entered into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

WHEREAS, the City has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the City and the governmental entities it serves; and

WHEREAS, the County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

WHEREAS, the City, as a political subdivision within the County qualifies under the aforementioned license agreement, and

WHEREAS, the City desires to utilize the licensed Pictometry products and to provide

financial assistance to the County for the cost of said products.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

PURPOSE: The purpose of this Agreement is to allow City to utilize licensed Pictometry products under the County's License Agreement and to designate cost shares. The City is herewith designated as an Authorized Subdivision pursuant to the License Agreement by and between the County and Pictometry, a copy of which is attached hereto and made a part hereof as if fully set forth herein.

1. The County, in accord with the aforementioned License Agreement, shall:

- A. Furnish the City, in a mutually agreeable format, for its installation, those Licensed Products (including Licensed Software and Licensed Images) provided under the License Agreement, with such products and Software being used solely for City governmental purposes and exclusively on designated workstations/computers used and owned and/or leased by the City; The installation and use of this software is governed by the License Agreement between Pictometry and the County.
- B. Notify the City within ten business days after County receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the City's rights under this Agreement.

2. The City shall:

- A. Be deemed both an agent of County and an Authorized Subdivision under the License Agreement and, as such, shall fully comply with and abide by all the applicable obligations and responsibilities of the License Agreement including, but not limited to, those regarding the use and distribution of Licensed Products. The agency and authorized subdivision designation shall only apply to the Intergovernmental Agreement herein and for no other purpose whatsoever and shall not be used by the agent/subdivision to bind the County in any manner whatsoever or for any reason whatsoever.

- B. Designate "Authorized Users" (Authorized Users are such persons in the employ of the City, as may be designated in writing by the City from time to time to use the Licensed Products on the designated computers). The City agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.
- C. Provide the County with a list of City employees (referred to as "Authorized Users" in the License Agreement) who will be using the Licensed Products and the individual workstation/computer, (referred to as "Authorized Workstations" in the License Agreement). An initial list with the aforementioned information shall be provided to the County at least ten business days prior to installation of any Licensed Software (including the Electronic Field Study software). For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to Pictometry, with a copy to County, not less frequently than at least five business days prior to the end of each calendar quarter.
- D. Assure that it will *only* allow its listed Authorized Users to use, operate, and/or have access to any of the Licensed Products, that it will *only* allow access to any of the Licensed Software and any Licensed Images through its listed Authorized Workstations, that it will protect Licensed Products against unauthorized use, disclosure, copying, and/or dissemination, and that it will cause all of its listed Authorized Users to comply with the provisions, terms, conditions, and limitations of the License Agreement.

3. Compensation:

- A. For its use of all the County Licensed Images, Licensed Software, and other Licensed Products, the training, and services provided herewith, the City shall pay the County \$ 3,600.00 which will be for

two years' use. This amount will be broken down into two annual fee payments as described in the following paragraph.

- B. The initial \$ 1,800.<sup>00</sup> annual fee payment shall be due following delivery and installation completion of the Licensed Images and applicable Licensed Software at the City and within 10 business days of the City's receipt of an invoice for same from County.
- C. The second \$ 1,800.<sup>00</sup> annual fee payment shall be due 12 months after the delivery and installation completion date and within 10 business days of the City's receipt of an invoice for same from County.

4. Terms and Conditions:

- A. Should any conflicts or differences in language and/or interpretation between this Agreement and applicable provisions of the License Agreement occur, the applicable provisions and language of the License Agreement shall govern.
- B. County makes no representations or warranties (oral, written or implied) concerning, nor does it accept any responsibility or liability of any kind and in any respect for, the Licensed Pictometry Products, Pictometry training, and other Pictometry products and services being made available under this Agreement, and the City fully understands and accepts this disclaimer.
- C. The City is responsible for all costs and obligations associated with City personnel, facilities, computers, servers, accessories, devices, tools, software, and other tangible and intangible City resources and property used and/or maintained in conjunction with this Agreement, and County has no responsibilities, legal, financial or otherwise, with respect thereto.

5. Term:

- A. This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for the same 24-month term as the License Agreement by and between the County and Pictometry International Corp.

6. County Representative:

The County Executive is designated as the County representative for the purpose of administering this Agreement. The County Engineer or designee may perform duties at such times during the term of this agreement as deemed necessary.

7. Indemnification:

The City shall indemnify and save harmless the County, including its agents, employees and assigns, from every expense, liability or payment including legal fees, arising out of such damages or injuries resulting from the City's performance under this Agreement.

8. Amendments:

Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of County and City.

9. Assignment:

City shall not assign, transfer or delegate any interest in the Agreement without the prior written consent of County.

10. Cancellation:

County may cancel this Agreement at any time for a material breach of contractual obligations by providing City with written notice of cancellation. Should County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to City.

11. Law of Missouri To Govern:

This Agreement shall be construed according to the laws of the State of Missouri. City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

12. Venue:

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County,

Missouri.

13. Section Headings:

All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Sole Beneficiary:

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and City.

15. Authority To Execute:

County and City shall each enact an order or resolution to authorize the execution of the Agreement. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Dated and Effective 3-26-24.

CITY OF \_\_\_\_\_:

JEFFERSON COUNTY, MISSOURI:

By: Todd Melkus

By: Dennis J. Gannon  
Dennis J. Gannon, County Executive

Printed Name: Todd Melkus

Title: City Manager



ATTEST: Jeannie Goff  
Jeannie Goff, County Clerk S. Blankenship

Auditor's Certification

I hereby certify under section 50.660 RSMo. there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
Auditor

3-26-2024  
Date

Approved As To Form:

  
\_\_\_\_\_  
County Counselor

MAR 26 2024  
Date



ORDINANCE NO.

24-0174



INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI, AND THE CITY OF Hillsboro

This Intergovernmental Agreement (hereafter, the "Agreement"), is made and entered into by and between Jefferson County, Missouri, (hereafter, the "County") and the City of Hillsboro, Missouri (hereafter, the "City").

WHEREAS, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the County and City are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

WHEREAS, the County entered into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

WHEREAS, the City has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the City and the governmental entities it serves; and

WHEREAS, the County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

WHEREAS, the City, as a political subdivision within the County qualifies under the aforementioned license agreement, and

WHEREAS, the City desires to utilize the licensed Pictometry products and to provide



financial assistance to the County for the cost of said products.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

PURPOSE: The purpose of this Agreement is to allow City to utilize licensed Pictometry products under the County's License Agreement and to designate cost shares. The City is herewith designated as an Authorized Subdivision pursuant to the License Agreement by and between the County and Pictometry, a copy of which is attached hereto and made a part hereof as if fully set forth herein.

1. The County, in accord with the aforementioned License Agreement, shall:
  - A. Furnish the City, in a mutually agreeable format, for its installation, those Licensed Products (including Licensed Software and Licensed Images) provided under the License Agreement, with such products and Software being used solely for City governmental purposes and exclusively on designated workstations/computers used and owned and/or leased by the City; The installation and use of this software is governed by the License Agreement between Pictometry and the County.
  - B. Notify the City within ten business days after County receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the City's rights under this Agreement.
2. The City shall:
  - A. Be deemed both an agent of County and an Authorized Subdivision under the License Agreement and, as such, shall fully comply with and abide by all the applicable obligations and responsibilities of the License Agreement including, but not limited to, those regarding the use and distribution of Licensed Products. The agency and authorized subdivision designation shall only apply to the Intergovernmental Agreement herein and for no other purpose whatsoever and shall not be used by the agent/subdivision to bind the County in any manner whatsoever or for any reason whatsoever.

- B. Designate "Authorized Users" (Authorized Users are such persons in the employ of the City, as may be designated in writing by the City from time to time to use the Licensed Products on the designated computers). The City agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.
- C. Provide the County with a list of City employees (referred to as "Authorized Users" in the License Agreement) who will be using the Licensed Products and the individual workstation/computer, (referred to as "Authorized Workstations" in the License Agreement). An initial list with the aforementioned information shall be provided to the County at least ten business days prior to installation of any Licensed Software (including the Electronic Field Study software). For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to Pictometry, with a copy to County, not less frequently than at least five business days prior to the end of each calendar quarter.
- D. Assure that it will *only* allow its listed Authorized Users to use, operate, and/or have access to any of the Licensed Products, that it will *only* allow access to any of the Licensed Software and any Licensed Images through its listed Authorized Workstations, that it will protect Licensed Products against unauthorized use, disclosure, copying, and/or dissemination, and that it will cause all of its listed Authorized Users to comply with the provisions, terms, conditions, and limitations of the License Agreement.

3. Compensation:

- A. For its use of all the County Licensed Images, Licensed Software, and other Licensed Products, the training, and services provided herewith, the City shall pay the County \$3,800.<sup>00</sup> which will be for

two years' use. This amount will be broken down into two annual fee payments as described in the following paragraph.

- B. The initial \$ 1,900.00 annual fee payment shall be due following delivery and installation completion of the Licensed Images and applicable Licensed Software at the City and within 10 business days of the City's receipt of an invoice for same from County.
- C. The second \$ 1,900.00 annual fee payment shall be due 12 months after the delivery and installation completion date and within 10 business days of the City's receipt of an invoice for same from County.

4. Terms and Conditions:

- A. Should any conflicts or differences in language and/or interpretation between this Agreement and applicable provisions of the License Agreement occur, the applicable provisions and language of the License Agreement shall govern.
- B. County makes no representations or warranties (oral, written or implied) concerning, nor does it accept any responsibility or liability of any kind and in any respect for, the Licensed Pictometry Products, Pictometry training, and other Pictometry products and services being made available under this Agreement, and the City fully understands and accepts this disclaimer.
- C. The City is responsible for all costs and obligations associated with City personnel, facilities, computers, servers, accessories, devices, tools, software, and other tangible and intangible City resources and property used and/or maintained in conjunction with this Agreement, and County has no responsibilities, legal, financial or otherwise, with respect thereto.

5. Term:

- A. This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for the same 24-month term as the License Agreement by and between the County and Pictometry International Corp.

6. County Representative:

The County Executive is designated as the County representative for the purpose of administering this Agreement. The County Engineer or designee may perform duties at such times during the term of this agreement as deemed necessary.

7. Indemnification:

The City shall indemnify and save harmless the County, including its agents, employees and assigns, from every expense, liability or payment including legal fees, arising out of such damages or injuries resulting from the City's performance under this Agreement.

8. Amendments:

Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of County and City.

9. Assignment:

City shall not assign, transfer or delegate any interest in the Agreement without the prior written consent of County.

10. Cancellation:

County may cancel this Agreement at any time for a material breach of contractual obligations by providing City with written notice of cancellation. Should County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to City.

11. Law of Missouri To Govern:

This Agreement shall be construed according to the laws of the State of Missouri. City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

12. Venue:

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County,

Missouri.

13. Section Headings:

All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Sole Beneficiary:

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and City.

15. Authority To Execute:

County and City shall each enact an order or resolution to authorize the execution of the Agreement. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Dated and Effective 3-20-24.

CITY OF HILLSBORO :

JEFFERSON COUNTY, MISSOURI:

By: Jesse W. Wallis

By: Dennis J. Gannon  
Dennis J. Gannon, County Executive

Printed Name: JESSE W. WALLIS

Title: CITY ADMINISTRATOR

ATTEST: Jeannie Goff  
Jeannie Goff, County Clerk S Blankenship


Auditor's Certification

I hereby certify under section 50.660 RSMo. there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
Auditor

3-26-2024  
\_\_\_\_\_  
Date

Approved As To Form:

  
\_\_\_\_\_  
County Counselor

**MAR 26 2024**  
\_\_\_\_\_  
Date



*County of Jefferson*

State of Missouri

Administration Center  
729 Maple Street · PO Box 100  
Hillsboro, Missouri 63050

Dennis Gannon

County Executive

DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

Web Address: [www.jeffcomo.org](http://www.jeffcomo.org)

Dana Downs  
Human Resources Manager  
(636)797-5563 / Fax (636)797-5596

Jackie Doyle  
General Services/Contracts & Grants Manager  
(636)797-5380 / Fax (636)797-5067

City of Hillsboro  
101 Main St  
Hillsboro Mo 63050

September 20, 2023

**INVOICE – PICTOMETRY SERVICES 2024**

Attn: Jesse Wallis

Your company, City of Hillsboro agreed to the Annual Cost-Share Plan with the County of Jefferson, MO for Pictometry Services for 2024.

The annual fee for the City of Hillsboro for the Pictometry Services for 2024 is **\$1,900.00**.

Please make check payable to: County of Jefferson, Missouri  
Attn: Treasurer  
PO Box 100/729 Maple St.  
Hillsboro, MO 63050

*Jefferson County, Missouri Point of Contacts for Pictometry Services*

*Payment and contract questions:*

*Jackie Doyle*

*Department of Administration – General Services*

*[jdovle@jeffcomo.org](mailto:jdovle@jeffcomo.org)*

*636-797-5380*

*Technical questions:*

*Sandra Kost, GISP, GIS Coordinator*

*Department of the County Assessor*

*[skost@jeffcomo.org](mailto:skost@jeffcomo.org)*

*636-797-5041*

*To be included on emails that track progress of flight, training information, etc., please send request to be added on list to [skost@jeffcomo.org](mailto:skost@jeffcomo.org).*

*Per Contract, please send Participant's employee acting as Administrator contact credentials to [skost@jeffcomo.org](mailto:skost@jeffcomo.org). Include name, title, entity/business, phone number, address, and email address.*

Respectfully,

*Jackie Doyle*

Jackie Doyle

Department of Administrative Services



ORDINANCE NO.

24-0174



INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI, AND THE CITY OF Arnold

This Intergovernmental Agreement (hereafter, the "Agreement"), is made and entered into by and between Jefferson County, Missouri, (hereafter, the "County") and the City of Arnold, Missouri (hereafter, the "City").

WHEREAS, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the County and City are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

WHEREAS, the County entered into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

WHEREAS, the City has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the City and the governmental entities it serves; and

WHEREAS, the County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

WHEREAS, the City, as a political subdivision within the County qualifies under the aforementioned license agreement, and

WHEREAS, the City desires to utilize the licensed Pictometry products and to provide



financial assistance to the County for the cost of said products.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

PURPOSE: The purpose of this Agreement is to allow City to utilize licensed Pictometry products under the County's License Agreement and to designate cost shares. The City is herewith designated as an Authorized Subdivision pursuant to the License Agreement by and between the County and Pictometry, a copy of which is attached hereto and made a part hereof as if fully set forth herein.

1. The County, in accord with the aforementioned License Agreement, shall:
  - A. Furnish the City, in a mutually agreeable format, for its installation, those Licensed Products (including Licensed Software and Licensed Images) provided under the License Agreement, with such products and Software being used solely for City governmental purposes and exclusively on designated workstations/computers used and owned and/or leased by the City; The installation and use of this software is governed by the License Agreement between Pictometry and the County.
  - B. Notify the City within ten business days after County receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the City's rights under this Agreement.
2. The City shall:
  - A. Be deemed both an agent of County and an Authorized Subdivision under the License Agreement and, as such, shall fully comply with and abide by all the applicable obligations and responsibilities of the License Agreement including, but not limited to, those regarding the use and distribution of Licensed Products. The agency and authorized subdivision designation shall only apply to the Intergovernmental Agreement herein and for no other purpose whatsoever and shall not be used by the agent/subdivision to bind the County in any manner whatsoever or for any reason whatsoever.

- B. Designate "Authorized Users" (Authorized Users are such persons in the employ of the City, as may be designated in writing by the City from time to time to use the Licensed Products on the designated computers). The City agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.
- C. Provide the County with a list of City employees (referred to as "Authorized Users" in the License Agreement) who will be using the Licensed Products and the individual workstation/computer, (referred to as "Authorized Workstations" in the License Agreement). An initial list with the aforementioned information shall be provided to the County at least ten business days prior to installation of any Licensed Software (including the Electronic Field Study software). For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to Pictometry, with a copy to County, not less frequently than at least five business days prior to the end of each calendar quarter.
- D. Assure that it will *only* allow its listed Authorized Users to use, operate, and/or have access to any of the Licensed Products, that it will *only* allow access to any of the Licensed Software and any Licensed Images through its listed Authorized Workstations, that it will protect Licensed Products against unauthorized use, disclosure, copying, and/or dissemination, and that it will cause all of its listed Authorized Users to comply with the provisions, terms, conditions, and limitations of the License Agreement.

3. Compensation:

- A. For its use of all the County Licensed Images, Licensed Software, and other Licensed Products, the training, and services provided herewith, the City shall pay the County \$4,800.00 which will be for

two years' use. This amount will be broken down into two annual fee payments as described in the following paragraph.

- B. The initial \$ 2,400.00 annual fee payment shall be due following delivery and installation completion of the Licensed Images and applicable Licensed Software at the City and within 10 business days of the City's receipt of an invoice for same from County.
- C. The second \$ 2,400.00 annual fee payment shall be due 12 months after the delivery and installation completion date and within 10 business days of the City's receipt of an invoice for same from County.

4. Terms and Conditions:

- A. Should any conflicts or differences in language and/or interpretation between this Agreement and applicable provisions of the License Agreement occur, the applicable provisions and language of the License Agreement shall govern.
- B. County makes no representations or warranties (oral, written or implied) concerning, nor does it accept any responsibility or liability of any kind and in any respect for, the Licensed Pictometry Products, Pictometry training, and other Pictometry products and services being made available under this Agreement, and the City fully understands and accepts this disclaimer.
- C. The City is responsible for all costs and obligations associated with City personnel, facilities, computers, servers, accessories, devices, tools, software, and other tangible and intangible City resources and property used and/or maintained in conjunction with this Agreement, and County has no responsibilities, legal, financial or otherwise, with respect thereto.

5. Term:

- A. This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for the same 24-month term as the License Agreement by and between the County and Pictometry International Corp.

6. County Representative:

The County Executive is designated as the County representative for the purpose of administering this Agreement. The County Engineer or designee may perform duties at such times during the term of this agreement as deemed necessary.

7. Indemnification:

The City shall indemnify and save harmless the County, including its agents, employees and assigns, from every expense, liability or payment including legal fees, arising out of such damages or injuries resulting from the City's performance under this Agreement.

8. Amendments:

Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of County and City.

9. Assignment:

City shall not assign, transfer or delegate any interest in the Agreement without the prior written consent of County.

10. Cancellation:

County may cancel this Agreement at any time for a material breach of contractual obligations by providing City with written notice of cancellation. Should County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to City.

11. Law of Missouri To Govern:

This Agreement shall be construed according to the laws of the State of Missouri. City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

12. Venue:

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County,

Missouri.

13. Section Headings:

All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Sole Beneficiary:

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and City.

15. Authority To Execute:

County and City shall each enact an order or resolution to authorize the execution of the Agreement. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Dated and Effective 10/10/2023.

CITY OF Arnold :

JEFFERSON COUNTY, MISSOURI:

By: Bryan Richison

By: Dennis J. Gannon  
Dennis J. Gannon, County Executive

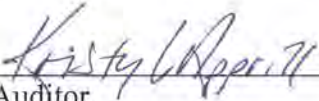
Printed Name: Bryan Richison

Title: City Administrator

ATTEST: Jeannie Goff  
Jeannie Goff, County Clerk SBlankensh


Auditor's Certification

I hereby certify under section 50.660 RSMo. there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
Auditor

3-26-2024  
\_\_\_\_\_  
Date

Approved As To Form:

  
\_\_\_\_\_  
County Counselor

**MAR 26 2024**  
\_\_\_\_\_  
Date



ORDINANCE NO.

24-0174



**INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON  
COUNTY, MISSOURI, AND THE CITY OF Herculaneum**

This Intergovernmental Agreement (hereafter, the "Agreement"), is made and entered into by and between Jefferson County, Missouri, (hereafter, the "County") and the City of Herculaneum Missouri (hereafter, the "City").

WHEREAS, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the County and City are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

WHEREAS, the County entered into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

WHEREAS, the City has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the City and the governmental entities it serves; and

WHEREAS, the County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

WHEREAS, the City, as a political subdivision within the County qualifies under the aforementioned license agreement, and

WHEREAS, the City desires to utilize the licensed Pictometry products and to provide

financial assistance to the County for the cost of said products.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

PURPOSE: The purpose of this Agreement is to allow City to utilize licensed Pictometry products under the County's License Agreement and to designate cost shares. The City is herewith designated as an Authorized Subdivision pursuant to the License Agreement by and between the County and Pictometry, a copy of which is attached hereto and made a part hereof as if fully set forth herein.

1. The County, in accord with the aforementioned License Agreement, shall:
  - A. Furnish the City, in a mutually agreeable format, for its installation, those Licensed Products (including Licensed Software and Licensed Images) provided under the License Agreement, with such products and Software being used solely for City governmental purposes and exclusively on designated workstations/computers used and owned and/or leased by the City; The installation and use of this software is governed by the License Agreement between Pictometry and the County.
  - B. Notify the City within ten business days after County receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the City's rights under this Agreement.
2. The City shall:
  - A. Be deemed both an agent of County and an Authorized Subdivision under the License Agreement and, as such, shall fully comply with and abide by all the applicable obligations and responsibilities of the License Agreement including, but not limited to, those regarding the use and distribution of Licensed Products. The agency and authorized subdivision designation shall only apply to the Intergovernmental Agreement herein and for no other purpose whatsoever and shall not be used by the agent/subdivision to bind the County in any manner whatsoever or for any reason whatsoever.



- B. Designate "Authorized Users" (Authorized Users are such persons in the employ of the City, as may be designated in writing by the City from time to time to use the Licensed Products on the designated computers). The City agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.
- C. Provide the County with a list of City employees (referred to as "Authorized Users" in the License Agreement) who will be using the Licensed Products and the individual workstation/computer, (referred to as "Authorized Workstations" in the License Agreement). An initial list with the aforementioned information shall be provided to the County at least ten business days prior to installation of any Licensed Software (including the Electronic Field Study software). For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to Pictometry, with a copy to County, not less frequently than at least five business days prior to the end of each calendar quarter.
- D. Assure that it will *only* allow its listed Authorized Users to use, operate, and/or have access to any of the Licensed Products, that it will *only* allow access to any of the Licensed Software and any Licensed Images through its listed Authorized Workstations, that it will protect Licensed Products against unauthorized use, disclosure, copying, and/or dissemination, and that it will cause all of its listed Authorized Users to comply with the provisions, terms, conditions, and limitations of the License Agreement.

3. Compensation:

- A. For its use of all the County Licensed Images, Licensed Software, and other Licensed Products, the training, and services provided herewith, the City shall pay the County \$1,800.00 which will be for

two years' use. This amount will be broken down into two annual fee payments as described in the following paragraph.

- B. The initial \$ 900.00 annual fee payment shall be due following delivery and installation completion of the Licensed Images and applicable Licensed Software at the City and within 10 business days of the City's receipt of an invoice for same from County.
- C. The second \$ 900.00 annual fee payment shall be due 12 months after the delivery and installation completion date and within 10 business days of the City's receipt of an invoice for same from County.

4. Terms and Conditions:

- A. Should any conflicts or differences in language and/or interpretation between this Agreement and applicable provisions of the License Agreement occur, the applicable provisions and language of the License Agreement shall govern.
- B. County makes no representations or warranties (oral, written or implied) concerning, nor does it accept any responsibility or liability of any kind and in any respect for, the Licensed Pictometry Products, Pictometry training, and other Pictometry products and services being made available under this Agreement, and the City fully understands and accepts this disclaimer.
- C. The City is responsible for all costs and obligations associated with City personnel, facilities, computers, servers, accessories, devices, tools, software, and other tangible and intangible City resources and property used and/or maintained in conjunction with this Agreement, and County has no responsibilities, legal, financial or otherwise, with respect thereto.

5. Term:

- A. This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for the same 24-month term as the License Agreement by and between the County and Pictometry International Corp.

6. County Representative:

The County Executive is designated as the County representative for the purpose of administering this Agreement. The County Engineer or designee may perform duties at such times during the term of this agreement as deemed necessary.

7. Indemnification:

The City shall indemnify and save harmless the County, including its agents, employees and assigns, from every expense, liability or payment including legal fees, arising out of such damages or injuries resulting from the City's performance under this Agreement.

8. Amendments:

Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of County and City.

9. Assignment:

City shall not assign, transfer or delegate any interest in the Agreement without the prior written consent of County.

10. Cancellation:

County may cancel this Agreement at any time for a material breach of contractual obligations by providing City with written notice of cancellation. Should County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to City.

11. Law of Missouri To Govern:

This Agreement shall be construed according to the laws of the State of Missouri. City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

12. Venue:

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County,

Missouri.

13. Section Headings:

All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Sole Beneficiary:

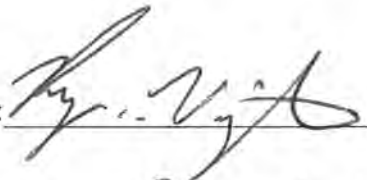
This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and City.

15. Authority To Execute:

County and City shall each enact an order or resolution to authorize the execution of the Agreement. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Dated and Effective 10-2-2023.

CITY OF Herculaneum:

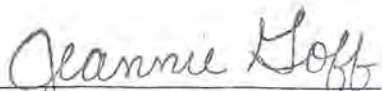
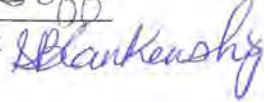
By: 

Printed Name: Ryan A. Wright

Title: Mayor

JEFFERSON COUNTY, MISSOURI:

By:   
Dennis J. Gannon, County Executive

ATTEST:   
Jeannie Goff, County Clerk 

Auditor's Certification

I hereby certify under section 50.660 RSMo. there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
Auditor

3-26-2024  
\_\_\_\_\_  
Date

Approved As To Form:

  
\_\_\_\_\_  
County Counselor

**MAR 26 2024**  
\_\_\_\_\_  
Date



ORDINANCE NO.

24-0174



**INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON  
COUNTY, MISSOURI, AND THE CITY OF Festus**

This Intergovernmental Agreement (hereafter, the "Agreement"), is made and entered into by and between Jefferson County, Missouri, (hereafter, the "County") and the City of Festus, Missouri (hereafter, the "City").

WHEREAS, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the County and City are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

WHEREAS, the County entered into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

WHEREAS, the City has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the City and the governmental entities it serves; and

WHEREAS, the County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

WHEREAS, the City, as a political subdivision within the County qualifies under the aforementioned license agreement, and

WHEREAS, the City desires to utilize the licensed Pictometry products and to provide

financial assistance to the County for the cost of said products.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

PURPOSE: The purpose of this Agreement is to allow City to utilize licensed Pictometry products under the County's License Agreement and to designate cost shares. The City is herewith designated as an Authorized Subdivision pursuant to the License Agreement by and between the County and Pictometry, a copy of which is attached hereto and made a part hereof as if fully set forth herein.

1. The County, in accord with the aforementioned License Agreement, shall:
  - A. Furnish the City, in a mutually agreeable format, for its installation, those Licensed Products (including Licensed Software and Licensed Images) provided under the License Agreement, with such products and Software being used solely for City governmental purposes and exclusively on designated workstations/computers used and owned and/or leased by the City; The installation and use of this software is governed by the License Agreement between Pictometry and the County.
  - B. Notify the City within ten business days after County receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the City's rights under this Agreement.
2. The City shall:
  - A. Be deemed both an agent of County and an Authorized Subdivision under the License Agreement and, as such, shall fully comply with and abide by all the applicable obligations and responsibilities of the License Agreement including, but not limited to, those regarding the use and distribution of Licensed Products. The agency and authorized subdivision designation shall only apply to the Intergovernmental Agreement herein and for no other purpose whatsoever and shall not be used by the agent/subdivision to bind the County in any manner whatsoever or for any reason whatsoever.

- B. Designate "Authorized Users" (Authorized Users are such persons in the employ of the City, as may be designated in writing by the City from time to time to use the Licensed Products on the designated computers). The City agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.
- C. Provide the County with a list of City employees (referred to as "Authorized Users" in the License Agreement) who will be using the Licensed Products and the individual workstation/computer, (referred to as "Authorized Workstations" in the License Agreement). An initial list with the aforementioned information shall be provided to the County at least ten business days prior to installation of any Licensed Software (including the Electronic Field Study software). For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to Pictometry, with a copy to County, not less frequently than at least five business days prior to the end of each calendar quarter.
- D. Assure that it will *only* allow its listed Authorized Users to use, operate, and/or have access to any of the Licensed Products, that it will *only* allow access to any of the Licensed Software and any Licensed Images through its listed Authorized Workstations, that it will protect Licensed Products against unauthorized use, disclosure, copying, and/or dissemination, and that it will cause all of its listed Authorized Users to comply with the provisions, terms, conditions, and limitations of the License Agreement.

3. Compensation:

- A. For its use of all the County Licensed Images, Licensed Software, and other Licensed Products, the training, and services provided herewith, the City shall pay the County \$4,000.00 which will be for



two years' use. This amount will be broken down into two annual fee payments as described in the following paragraph.

- B. The initial \$ 2,000.00 annual fee payment shall be due following delivery and installation completion of the Licensed Images and applicable Licensed Software at the City and within 10 business days of the City's receipt of an invoice for same from County.
- C. The second \$ 2,000.00 annual fee payment shall be due 12 months after the delivery and installation completion date and within 10 business days of the City's receipt of an invoice for same from County.

4. Terms and Conditions:

- A. Should any conflicts or differences in language and/or interpretation between this Agreement and applicable provisions of the License Agreement occur, the applicable provisions and language of the License Agreement shall govern.
- B. County makes no representations or warranties (oral, written or implied) concerning, nor does it accept any responsibility or liability of any kind and in any respect for, the Licensed Pictometry Products, Pictometry training, and other Pictometry products and services being made available under this Agreement, and the City fully understands and accepts this disclaimer.
- C. The City is responsible for all costs and obligations associated with City personnel, facilities, computers, servers, accessories, devices, tools, software, and other tangible and intangible City resources and property used and/or maintained in conjunction with this Agreement, and County has no responsibilities, legal, financial or otherwise, with respect thereto.

5. Term:

- A. This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for the same 24-month term as the License Agreement by and between the County and Pictometry International Corp.

6. County Representative:

The County Executive is designated as the County representative for the purpose of administering this Agreement. The County Engineer or designee may perform duties at such times during the term of this agreement as deemed necessary.

7. Indemnification:

The City shall indemnify and save harmless the County, including its agents, employees and assigns, from every expense, liability or payment including legal fees, arising out of such damages or injuries resulting from the City's performance under this Agreement.

8. Amendments:

Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of County and City.

9. Assignment:

City shall not assign, transfer or delegate any interest in the Agreement without the prior written consent of County.

10. Cancellation:

County may cancel this Agreement at any time for a material breach of contractual obligations by providing City with written notice of cancellation. Should County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to City.

11. Law of Missouri To Govern:

This Agreement shall be construed according to the laws of the State of Missouri. City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

12. Venue:

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County,

Missouri.

13. Section Headings:

All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Sole Beneficiary:

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and City.

15. Authority To Execute:

County and City shall each enact an order or resolution to authorize the execution of the Agreement. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Dated and Effective 3-26-24.

CITY OF FESTUS :

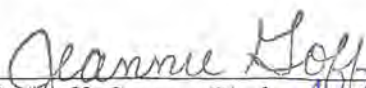

JEFFERSON COUNTY, MISSOURI:

By: 

By:   
Dennis J. Gannon, County Executive

Printed Name: Greg Camp

Title: City Administrator

ATTEST:   
Jeannie Goff, County Clerk 

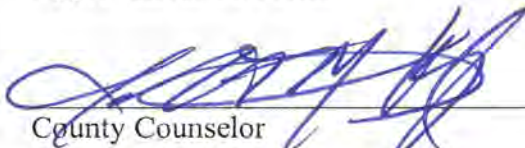
Auditor's Certification

I hereby certify under section 50.660 RSMo. there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
Auditor

3-26-2024  
\_\_\_\_\_  
Date

Approved As To Form:

  
\_\_\_\_\_  
County Counselor

**MAR 26 2024**  
\_\_\_\_\_  
Date



# County of Jefferson

## State of Missouri

Administration Center  
729 Maple Street - PO Box 100  
Hillsboro, Missouri 63050

Dennis Gannon

County Executive

### DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

Web Address: [www.jeffcomo.org](http://www.jeffcomo.org)

Dana Downs  
Human Resources Manager  
(636)797-5563 / Fax (636)797-5596

Jackie Doyle  
General Services/Contracts & Grants Manager  
(636)797-5380 / Fax (636)797-5067

City of Festus  
711 W Main St  
Festus Mo 63028

September 20, 2023

### INVOICE – PICTOMETRY SERVICES 2024

Attn: Matt Unrein

Your company, City of Festus agreed to the Annual Cost-Share Plan with the County of Jefferson, MO for Pictometry Services for 2024.

The annual fee for the City of Festus for the Pictometry Services for 2024 is **\$2,000.00**.

Please make check payable to: County of Jefferson, Missouri  
Attn: Treasurer  
PO Box 100/729 Maple St.  
Hillsboro, MO 63050

*Jefferson County, Missouri Point of Contacts for Pictometry Services*

*Payment and contract questions:*

*Jackie Doyle*

*Department of Administration – General Services*

*[jdoyle@jeffcomo.org](mailto:jdoyle@jeffcomo.org)*

*636-797-5380*

*Technical questions:*

*Sandra Kost, GISP, GIS Coordinator*

*Department of the County Assessor*

*[skost@jeffcomo.org](mailto:skost@jeffcomo.org)*

*636-797-5041*

*To be included on emails that track progress of flight, training information, etc., please send request to be added on list to [skost@jeffcomo.org](mailto:skost@jeffcomo.org).*

*Per Contract, please send Participant's employee acting as Administrator contact credentials to [skost@jeffcomo.org](mailto:skost@jeffcomo.org). Include name, title, entity/business, phone number, address, and email address.*

Respectfully,  
*Jackie Doyle*

Jackie Doyle  
Department of Administrative Services



ORDINANCE NO.

24-0174



INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI, AND THE CITY OF Crystal City

This Intergovernmental Agreement (hereafter, the "Agreement"), is made and entered into by and between Jefferson County, Missouri, (hereafter, the "County") and the City of Crystal City, Missouri (hereafter, the "City").

WHEREAS, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the County and City are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

WHEREAS, the County entered into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

WHEREAS, the City has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the City and the governmental entities it serves; and

WHEREAS, the County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

WHEREAS, the City, as a political subdivision within the County qualifies under the aforementioned license agreement, and

WHEREAS, the City desires to utilize the licensed Pictometry products and to provide

financial assistance to the County for the cost of said products.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

PURPOSE: The purpose of this Agreement is to allow City to utilize licensed Pictometry products under the County's License Agreement and to designate cost shares. The City is herewith designated as an Authorized Subdivision pursuant to the License Agreement by and between the County and Pictometry, a copy of which is attached hereto and made a part hereof as if fully set forth herein.

1. The County, in accord with the aforementioned License Agreement, shall:
  - A. Furnish the City, in a mutually agreeable format, for its installation, those Licensed Products (including Licensed Software and Licensed Images) provided under the License Agreement, with such products and Software being used solely for City governmental purposes and exclusively on designated workstations/computers used and owned and/or leased by the City; The installation and use of this software is governed by the License Agreement between Pictometry and the County.
  - B. Notify the City within ten business days after County receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the City's rights under this Agreement.
2. The City shall:
  - A. Be deemed both an agent of County and an Authorized Subdivision under the License Agreement and, as such, shall fully comply with and abide by all the applicable obligations and responsibilities of the License Agreement including, but not limited to, those regarding the use and distribution of Licensed Products. The agency and authorized subdivision designation shall only apply to the Intergovernmental Agreement herein and for no other purpose whatsoever and shall not be used by the agent/subdivision to bind the County in any manner whatsoever or for any reason whatsoever.

- B. Designate "Authorized Users" (Authorized Users are such persons in the employ of the City, as may be designated in writing by the City from time to time to use the Licensed Products on the designated computers). The City agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.
- C. Provide the County with a list of City employees (referred to as "Authorized Users" in the License Agreement) who will be using the Licensed Products and the individual workstation/computer, (referred to as "Authorized Workstations" in the License Agreement). An initial list with the aforementioned information shall be provided to the County at least ten business days prior to installation of any Licensed Software (including the Electronic Field Study software). For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to Pictometry, with a copy to County, not less frequently than at least five business days prior to the end of each calendar quarter.
- D. Assure that it will *only* allow its listed Authorized Users to use, operate, and/or have access to any of the Licensed Products, that it will *only* allow access to any of the Licensed Software and any Licensed Images through its listed Authorized Workstations, that it will protect Licensed Products against unauthorized use, disclosure, copying, and/or dissemination, and that it will cause all of its listed Authorized Users to comply with the provisions, terms, conditions, and limitations of the License Agreement.

3. Compensation:

- A. For its use of all the County Licensed Images, Licensed Software, and other Licensed Products, the training, and services provided herewith, the City shall pay the County \$ 3,200.00 which will be for



two years' use. This amount will be broken down into two annual fee payments as described in the following paragraph.

- B. The initial \$ 1,600.<sup>00</sup> annual fee payment shall be due following delivery and installation completion of the Licensed Images and applicable Licensed Software at the City and within 10 business days of the City's receipt of an invoice for same from County.
- C. The second \$ 1,600.<sup>00</sup> annual fee payment shall be due 12 months after the delivery and installation completion date and within 10 business days of the City's receipt of an invoice for same from County.

4. Terms and Conditions:

- A. Should any conflicts or differences in language and/or interpretation between this Agreement and applicable provisions of the License Agreement occur, the applicable provisions and language of the License Agreement shall govern.
- B. County makes no representations or warranties (oral, written or implied) concerning, nor does it accept any responsibility or liability of any kind and in any respect for, the Licensed Pictometry Products, Pictometry training, and other Pictometry products and services being made available under this Agreement, and the City fully understands and accepts this disclaimer.
- C. The City is responsible for all costs and obligations associated with City personnel, facilities, computers, servers, accessories, devices, tools, software, and other tangible and intangible City resources and property used and/or maintained in conjunction with this Agreement, and County has no responsibilities, legal, financial or otherwise, with respect thereto.

5. Term:

- A. This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for the same 24-month term as the License Agreement by and between the County and Pictometry International Corp.

6. County Representative:

The County Executive is designated as the County representative for the purpose of administering this Agreement. The County Engineer or designee may perform duties at such times during the term of this agreement as deemed necessary.

7. Indemnification:

The City shall indemnify and save harmless the County, including its agents, employees and assigns, from every expense, liability or payment including legal fees, arising out of such damages or injuries resulting from the City's performance under this Agreement.

8. Amendments:

Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of County and City.

9. Assignment:

City shall not assign, transfer or delegate any interest in the Agreement without the prior written consent of County.

10. Cancellation:

County may cancel this Agreement at any time for a material breach of contractual obligations by providing City with written notice of cancellation. Should County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to City.

11. Law of Missouri To Govern:

This Agreement shall be construed according to the laws of the State of Missouri. City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

12. Venue:

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County,

Missouri.

13. Section Headings:

All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Sole Beneficiary:

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and City.

15. Authority To Execute:

County and City shall each enact an order or resolution to authorize the execution of the Agreement. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Dated and Effective October 23, 2023

CITY OF Crystal City

JEFFERSON COUNTY, MISSOURI:

By: Mike Osher

By: Dennis J. Gannon  
Dennis J. Gannon, County Executive

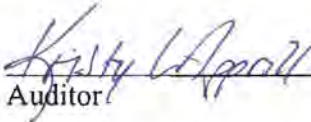
Printed Name: Mike Osher

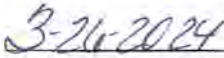
Title: Mayer

ATTEST: Jeannie Goff  
Jeannie Goff, County Clerk Blankenship

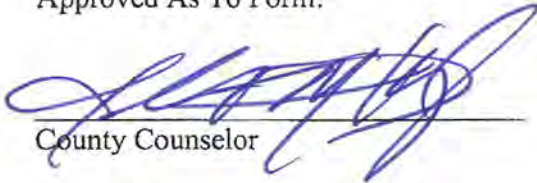
Auditor's Certification

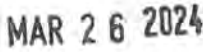
I hereby certify under section 50.660 RSMo. there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
Auditor

  
\_\_\_\_\_  
Date

Approved As To Form:

  
\_\_\_\_\_  
County Counselor

  
\_\_\_\_\_  
Date

**RESOLUTION NO. 5-2023**

**A RESOLUTION AUTHORIZING THE MAYOR, MIKE OSHER TO ENTER INTO A 24-MONTH INTERGOVERNMENTAL AGREEMENT WITH JEFFERSON COUNTY FOR USE OF PICTOMETRY PRODUCTS UNDER THE COUNTY'S LICENSE AGREEMENT.**

**WHEREAS**, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

**WHEREAS**, the County and Crystal City are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

**WHEREAS**, the County entered into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

**WHEREAS**, Crystal City has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the Crystal City and the governmental entities it serves; and

**WHEREAS**, the County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

**WHEREAS**, Crystal City, as a political subdivision within the County qualifies under the aforementioned license agreement, and

**WHEREAS**, Crystal City desires to utilize the licensed Pictometry products and to provide financial assistance to the County for the cost of said products.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL, MISSOURI, AS FOLLOWS:**

**Section 1.** The City Council hereby authorizes Mayor, Mike Osher to enter into an 24-month Intergovernmental Agreement with Jefferson County for use of Pictometry products under the County's License Agreement.

**Section 2.** A copy of said agreement is attached.

**Section 3.** This Resolution shall take effect and be in full force upon its adoption by the City Council.

**Read and PASSED** by the City Council this 23<sup>rd</sup> day of October 2023.

  
\_\_\_\_\_  
Mike Osher, Mayor  
CITY OF CRYSTAL CITY

ATTEST:   
\_\_\_\_\_  
Shelly Andrews, City Clerk



ORDINANCE NO.

24-0174



INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI, AND Northeast Sewer District

This Intergovernmental Agreement (hereafter, the "Agreement"), is made and entered into by and between Jefferson County, Missouri (hereafter, the "County") and Northeast Sewer District (hereafter, the "Participant").

WHEREAS, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the County and Participant are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

WHEREAS, the County entered into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

WHEREAS, the Participant has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the Participant and the governmental entities it serves; and

WHEREAS, the County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

WHEREAS, the Participant, as a political subdivision within the County qualifies under the aforementioned license agreement, and

WHEREAS, the Participant desires to utilize the licensed Pictometry products and to

provide financial assistance to the County for the cost of said products.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

PURPOSE: The purpose of this Agreement is to allow Participant to utilize licensed Pictometry products under the County's License Agreement and to designate cost shares. The Participant is herewith designated as an Authorized Subdivision pursuant to the License Agreement by and between the County and Pictometry, a copy of which is attached hereto and made a part hereof as if fully set forth herein.

1. The County, in accord with the aforementioned License Agreement, shall:
  - A. Furnish the Participant, in a mutually agreeable format, for its installation, those Licensed Products (including Licensed Software and Licensed Images) provided under the License Agreement, with such products and Software being used solely for Participant governmental purposes and exclusively on designated workstations/computers used and owned and/or leased by the Participant; The installation and use of this software is governed by the License Agreement between Pictometry and the County.
  - B. Notify the Participant within ten business days after County receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the Participant 's rights under this Agreement.
2. The Participant shall:
  - A. Be deemed both an agent of County and an Authorized Subdivision under the License Agreement and, as such, shall fully comply with and abide by all the applicable obligations and responsibilities of the License Agreement including, but not limited to, those regarding the use and distribution of Licensed Products. The agency and authorized subdivision designation shall only apply to the Intergovernmental Agreement herein and for no other purpose whatsoever and



shall not be used by the agent/subdivision to bind the County in any manner whatsoever or for any reason whatsoever.

- B. Designate "Authorized Users" (Authorized Users are such persons in the employ of the Participant, as may be designated in writing by the Participant from time to time to use the Licensed Products on the designated computers). The Participant agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.
- C. Provide the County with the name of a Participant employee(s) to be given administrator rights (referred to as "Administrator") who will be using the Licensed Products through the web-based software. The Administrator will have the authority to add and delete additional Authorized Users and all other privileges associated with the title of Administrator. For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to the County, not less frequently than at least 10 business days prior to the end of each calendar quarter.
- D. Assure that it will *only* allow its listed Authorized Users to use, operate, and/or have access to any of the Licensed Products, that it will *only* allow access to any of the Licensed Software, that it will protect Licensed Products against unauthorized use, disclosure, copying, and/or dissemination, and that it will cause all of its listed Authorized Users to comply with the provisions, terms, conditions, and limitations of the License Agreement.

3. Compensation:

- A. For its use of all the County Licensed Images, Licensed Software, and other Licensed Products, the training, and services provided herewith, the Participant shall pay the County \$6,400.00 which will be for two years' use. This amount will be broken down into two annual fee payments as described in the following paragraph.

- B. The initial \$ 3,200.<sup>00</sup> annual fee payment shall be due following delivery and installation completion of the Licensed Images and applicable Licensed Software and within 10 business days of the Participant's receipt of an invoice for same from County.
- C. The second \$ 3,200.<sup>00</sup> annual fee payment shall be due 12 months after the delivery and installation completion date and within 10 business days of the Participant's receipt of an invoice for same from County.

4. Terms and Conditions:

- A. Should any conflicts or differences in language and/or interpretation between this Agreement and applicable provisions of the License Agreement occur, the applicable provisions and language of the License Agreement shall govern.
- B. County makes no representations or warranties (oral, written or implied) concerning, nor does it accept any responsibility or liability of any kind and in any respect for, the Licensed Pictometry Products, Pictometry training, and other Pictometry products and services being made available under this Agreement, and the Participant fully understands and accepts this disclaimer.
- C. The Participant is responsible for all costs and obligations associated with Participant personnel, facilities, computers, servers, accessories, devices, tools, software, and other tangible and intangible Participant resources and property used and/or maintained in conjunction with this Agreement, and County has no responsibilities, legal, financial or otherwise, with respect thereto.

5. Term:

- A. This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for the same 24-month term as the License Agreement by and between the County and Pictometry International Corp.

6. County Representative:

The County Executive is designated as the County representative for the purpose of administering this Agreement. The County Executive or designee may perform duties at such times during the term of this agreement as deemed necessary.

7. Indemnification:

The Participant shall indemnify and save harmless the County, including its agents, employees and assigns, from every expense, liability or payment including legal fees, arising out of such damages or injuries resulting from the Participant 's performance under this Agreement.

8. Amendments:

Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of County and Participant.

9. Assignment:

Participant shall not assign, transfer or delegate any interest in the Agreement without the prior written consent of County.

10. Cancellation:

County may cancel this Agreement at any time by providing Participant with written notice of cancellation. Should County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to Participant.

11. Law of Missouri To Govern:

This Agreement shall be construed according to the laws of the State of Missouri. Participant shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

12. Venue:

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

13. Section Headings:

All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Sole Beneficiary:

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and Participant.

15. Authority To Execute:

County and Participant shall each enact an order or resolution to authorize the execution of the Agreement. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Dated and Effective 3-26-24

PARTICIPANT Northeast Public Sewer District:

JEFFERSON COUNTY, MISSOURI:

By: [Signature]

By: [Signature]  
Dennis J. Gannon, County Executive

Printed Name: James Huber

Title: Chairman

ATTEST: [Signature]  
Jeannie Goff, County Clerk [Signature]

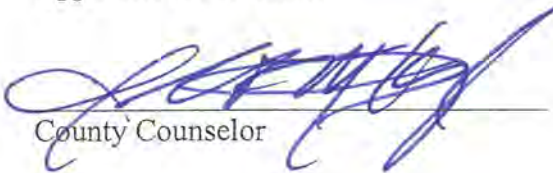
Auditor's Certification

I hereby certify under section 50.660 RSMo. there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
Auditor

3-26-2024  
\_\_\_\_\_  
Date

Approved As To Form:

  
\_\_\_\_\_  
County Counselor

**MAR 26 2024**  
\_\_\_\_\_  
Date



October 20, 2023

**Jefferson County**  
**Attention: Jackie Doyle**  
729 Maple Street  
PO Box 100  
Hillsboro, Missouri 63050

Re: Intergovernmental Agreement – Pictometry Services 2024-25

Dear Mss. Doyle,

Enclosed with this letter are two (2) executed copies of the Intergovernmental Agreement for Pictometry Services for 2024 and 2025. Please return one (1) copy to my attention after execution by Jefferson County officials.

If you have any questions, please contact me at 636-343-5090 ext. 226

Sincerely,

**Northeast Public Sewer District**

Digitally signed by Bob Hembrock  
DN: cn=Bob Hembrock, o=Northeast Public Sewer District, email=Bob.Hembrock@npsd.org  
Reason: I am the signer of this document  
Location:  
Date: 2023.10.20 14:09:18-0500  
Font PDF Embed Version: 12.0.0

Bob Hembrock, P.E.  
Executive Director

[www.northeastsewer.org](http://www.northeastsewer.org)

1041 Gravois Road | Fenton, Missouri 63026 | P 636 343-5090 | F 636 343-7904



ORDINANCE NO.

24-0174



**INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON  
COUNTY, MISSOURI, AND THE CITY OF Byrnes Mill**

This Intergovernmental Agreement (hereafter, the "Agreement"), is made and entered into by and between Jefferson County, Missouri, (hereafter, the "County") and the City of Byrnes Mill, Missouri (hereafter, the "City").

WHEREAS, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the County and City are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

WHEREAS, the County entered into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

WHEREAS, the City has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the City and the governmental entities it serves; and

WHEREAS, the County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

WHEREAS, the City, as a political subdivision within the County qualifies under the aforementioned license agreement, and

WHEREAS, the City desires to utilize the licensed Pictometry products and to provide

financial assistance to the County for the cost of said products.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

PURPOSE: The purpose of this Agreement is to allow City to utilize licensed Pictometry products under the County's License Agreement and to designate cost shares. The City is herewith designated as an Authorized Subdivision pursuant to the License Agreement by and between the County and Pictometry, a copy of which is attached hereto and made a part hereof as if fully set forth herein.

1. The County, in accord with the aforementioned License Agreement, shall:
  - A. Furnish the City, in a mutually agreeable format, for its installation, those Licensed Products (including Licensed Software and Licensed Images) provided under the License Agreement, with such products and Software being used solely for City governmental purposes and exclusively on designated workstations/computers used and owned and/or leased by the City; The installation and use of this software is governed by the License Agreement between Pictometry and the County.
  - B. Notify the City within ten business days after County receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the City's rights under this Agreement.
2. The City shall:
  - A. Be deemed both an agent of County and an Authorized Subdivision under the License Agreement and, as such, shall fully comply with and abide by all the applicable obligations and responsibilities of the License Agreement including, but not limited to, those regarding the use and distribution of Licensed Products. The agency and authorized subdivision designation shall only apply to the Intergovernmental Agreement herein and for no other purpose whatsoever and shall not be used by the agent/subdivision to bind the County in any manner whatsoever or for any reason whatsoever.



- B. Designate "Authorized Users" (Authorized Users are such persons in the employ of the City, as may be designated in writing by the City from time to time to use the Licensed Products on the designated computers). The City agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.
- C. Provide the County with a list of City employees (referred to as "Authorized Users" in the License Agreement) who will be using the Licensed Products and the individual workstation/computer, (referred to as "Authorized Workstations" in the License Agreement). An initial list with the aforementioned information shall be provided to the County at least ten business days prior to installation of any Licensed Software (including the Electronic Field Study software). For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to Pictometry, with a copy to County, not less frequently than at least five business days prior to the end of each calendar quarter.
- D. Assure that it will *only* allow its listed Authorized Users to use, operate, and/or have access to any of the Licensed Products, that it will *only* allow access to any of the Licensed Software and any Licensed Images through its listed Authorized Workstations, that it will protect Licensed Products against unauthorized use, disclosure, copying, and/or dissemination, and that it will cause all of its listed Authorized Users to comply with the provisions, terms, conditions, and limitations of the License Agreement.

3. Compensation:

- A. For its use of all the County Licensed Images, Licensed Software, and other Licensed Products, the training, and services provided herewith, the City shall pay the County \$1,400.00 which will be for

two years' use. This amount will be broken down into two annual fee payments as described in the following paragraph.

- B. The initial \$ 700.00 annual fee payment shall be due following delivery and installation completion of the Licensed Images and applicable Licensed Software at the City and within 10 business days of the City's receipt of an invoice for same from County.
- C. The second \$ 700.00 annual fee payment shall be due 12 months after the delivery and installation completion date and within 10 business days of the City's receipt of an invoice for same from County.

4. Terms and Conditions:

- A. Should any conflicts or differences in language and/or interpretation between this Agreement and applicable provisions of the License Agreement occur, the applicable provisions and language of the License Agreement shall govern.
- B. County makes no representations or warranties (oral, written or implied) concerning, nor does it accept any responsibility or liability of any kind and in any respect for, the Licensed Pictometry Products, Pictometry training, and other Pictometry products and services being made available under this Agreement, and the City fully understands and accepts this disclaimer.
- C. The City is responsible for all costs and obligations associated with City personnel, facilities, computers, servers, accessories, devices, tools, software, and other tangible and intangible City resources and property used and/or maintained in conjunction with this Agreement, and County has no responsibilities, legal, financial or otherwise, with respect thereto.

5. Term:

- A. This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for the same 24-month term as the License Agreement by and between the County and Pictometry International Corp.

6. County Representative:

The County Executive is designated as the County representative for the purpose of administering this Agreement. The County Engineer or designee may perform duties at such times during the term of this agreement as deemed necessary.

7. Indemnification:

The City shall indemnify and save harmless the County, including its agents, employees and assigns, from every expense, liability or payment including legal fees, arising out of such damages or injuries resulting from the City's performance under this Agreement.

8. Amendments:

Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of County and City.

9. Assignment:

City shall not assign, transfer or delegate any interest in the Agreement without the prior written consent of County.

10. Cancellation:

County may cancel this Agreement at any time for a material breach of contractual obligations by providing City with written notice of cancellation. Should County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to City.

11. Law of Missouri To Govern:

This Agreement shall be construed according to the laws of the State of Missouri. City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

12. Venue:

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County,

Missouri.

13. Section Headings:

All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Sole Beneficiary:

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and City.

15. Authority To Execute:

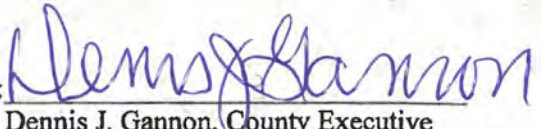
County and City shall each enact an order or resolution to authorize the execution of the Agreement. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Dated and Effective 3-26-24.

CITY OF Byrnes Mill :

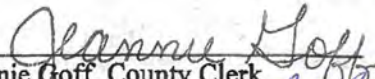
JEFFERSON COUNTY, MISSOURI:


By: 

By:   
Dennis J. Gannon, County Executive

Printed Name: Robert Kiczanski

Title: Mayor


ATTEST:   
Jeannie Goff, County Clerk



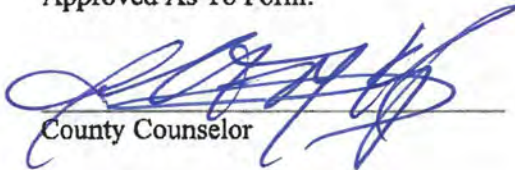
Auditor's Certification

I hereby certify under section 50.660 RSMo. there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
Auditor

  
\_\_\_\_\_  
Date

Approved As To Form:

  
\_\_\_\_\_  
County Counselor

**MAR 26 2024**  
\_\_\_\_\_  
Date

**RESOLUTION NO. 2024-628**

**A RESOLUTION APPROVING THE CITY ADMINISTRATOR OF BYRNES MILL TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH JEFFERSON COUNTY, MISSOURI, FOR PICTOMETRY PRODUCTS AND IMAGES.**

---

**WHEREAS**, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

**WHEREAS**, Jefferson County and the City of Byrnes Mill are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

**WHEREAS**, Jefferson County entered into a License Agreement (hereinafter referred to as " the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

**WHEREAS**, the City of Brynes Mill has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the City and the governmental entities it serves; and

**WHEREAS**, Jefferson County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

**WHEREAS**, the City, as a political subdivision within the County qualifies under the aforementioned license agreement; and

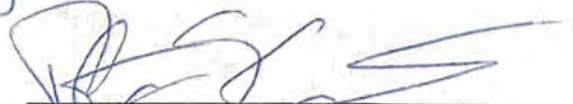
**WHEREAS**, the City desires to utilize the licensed Pictometry products and to provide a cost effective method to access said products.

**BE IT RESOLVED THAT THE BOARD OF ALDERMEN OF THE CITY OF BYRNES MILL, MISSOURI:**


That the City of Byrnes Mill enter into an intergovernmental agreement with Jefferson County, Missouri for Pictometry products and Images under the County's License Agreement and authorize the City Administrator to enter into the necessary agreements to do the same.

PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF BYRNES MILL,  
MISSOURI, THIS 7<sup>th</sup> DAY OF February, 2024.

SIGNED THIS 7<sup>th</sup> DAY OF February, 2024.

  
\_\_\_\_\_  
Rob Kiczenski  
Mayor, City of Byrnes Mill

ATTEST:

  
\_\_\_\_\_  
Melinda Benedict  
City Clerk, City of Byrnes Mill



ORDINANCE NO.

24-0174



**INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON  
COUNTY, MISSOURI, AND Jeffco 911**

This Intergovernmental Agreement (hereafter, the "Agreement"), is made and entered into by and between Jefferson County, Missouri (hereafter, the "County") and Jeffco 911 (hereafter, the "Participant").

WHEREAS, pursuant to Sections 70.210 et seq., RSMo., the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the County and Participant are political subdivisions for purposes of Sections 70.210 et seq., RSMo.; and

WHEREAS, the County entered into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and aerial images of all or portions of selected adjacent jurisdictions; and

WHEREAS, the Participant has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the Participant and the governmental entities it serves; and

WHEREAS, the County's License Agreement with Pictometry incorporates specific provisions under which political subdivisions can utilize licensed Pictometry products; and

WHEREAS, the Participant, as a political subdivision within the County qualifies under the aforementioned license agreement, and

WHEREAS, the Participant desires to utilize the licensed Pictometry products and to



provide financial assistance to the County for the cost of said products.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

PURPOSE: The purpose of this Agreement is to allow Participant to utilize licensed Pictometry products under the County's License Agreement and to designate cost shares. The Participant is herewith designated as an Authorized Subdivision pursuant to the License Agreement by and between the County and Pictometry, a copy of which is attached hereto and made a part hereof as if fully set forth herein.

1. The County, in accord with the aforementioned License Agreement, shall:
  - A. Furnish the Participant, in a mutually agreeable format, for its installation, those Licensed Products (including Licensed Software and Licensed Images) provided under the License Agreement, with such products and Software being used solely for Participant governmental purposes and exclusively on designated workstations/computers used and owned and/or leased by the Participant; The installation and use of this software is governed by the License Agreement between Pictometry and the County.
  - B. Notify the Participant within ten business days after County receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the Participant 's rights under this Agreement.
2. The Participant shall:
  - A. Be deemed both an agent of County and an Authorized Subdivision under the License Agreement and, as such, shall fully comply with and abide by all the applicable obligations and responsibilities of the License Agreement including, but not limited to, those regarding the use and distribution of Licensed Products. The agency and authorized subdivision designation shall only apply to the Intergovernmental Agreement herein and for no other purpose whatsoever and

shall not be used by the agent/subdivision to bind the County in any manner whatsoever or for any reason whatsoever.

- B. Designate "Authorized Users" (Authorized Users are such persons in the employ of the Participant, as may be designated in writing by the Participant from time to time to use the Licensed Products on the designated computers). The Participant agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.
- C. Provide the County with the name of a Participant employee(s) to be given administrator rights (referred to as "Administrator") who will be using the Licensed Products through the web-based software. The Administrator will have the authority to add and delete additional Authorized Users and all other privileges associated with the title of Administrator. For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to the County, not less frequently than at least 10 business days prior to the end of each calendar quarter.
- D. Assure that it will *only* allow its listed Authorized Users to use, operate, and/or have access to any of the Licensed Products, that it will *only* allow access to any of the Licensed Software, that it will protect Licensed Products against unauthorized use, disclosure, copying, and/or dissemination, and that it will cause all of its listed Authorized Users to comply with the provisions, terms, conditions, and limitations of the License Agreement.

3. Compensation:

- A. For its use of all the County Licensed Images, Licensed Software, and other Licensed Products, the training, and services provided herewith, the Participant shall pay the County \$7,000.00 which will be for two years' use. This amount will be broken down into two annual fee payments as described in the following paragraph.

- B. The initial \$ 3,500.00 annual fee payment shall be due following delivery and installation completion of the Licensed Images and applicable Licensed Software and within 10 business days of the Participant's receipt of an invoice for same from County.
- C. The second \$ 3,500.00 annual fee payment shall be due 12 months after the delivery and installation completion date and within 10 business days of the Participant's receipt of an invoice for same from County.

4. Terms and Conditions:

- A. Should any conflicts or differences in language and/or interpretation between this Agreement and applicable provisions of the License Agreement occur, the applicable provisions and language of the License Agreement shall govern.
- B. County makes no representations or warranties (oral, written or implied) concerning, nor does it accept any responsibility or liability of any kind and in any respect for, the Licensed Pictometry Products, Pictometry training, and other Pictometry products and services being made available under this Agreement, and the Participant fully understands and accepts this disclaimer.
- C. The Participant is responsible for all costs and obligations associated with Participant personnel, facilities, computers, servers, accessories, devices, tools, software, and other tangible and intangible Participant resources and property used and/or maintained in conjunction with this Agreement, and County has no responsibilities, legal, financial or otherwise, with respect thereto.

5. Term:

- A. This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for the same 24-month term as the License Agreement by and between the County and Pictometry International Corp.

6. County Representative:

The County Executive is designated as the County representative for the purpose of administering this Agreement. The County Executive or designee may perform duties at such times during the term of this agreement as deemed necessary.

7. Indemnification:

The Participant shall indemnify and save harmless the County, including its agents, employees and assigns, from every expense, liability or payment including legal fees, arising out of such damages or injuries resulting from the Participant 's performance under this Agreement.

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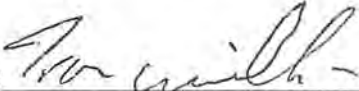
15. Authority To Execute:

County and Participant shall each enact an order or resolution to authorize the execution of the Agreement. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Dated and Effective 9/26/2023

PARTICIPANT JEFFERSON County:  
911 Dispatch

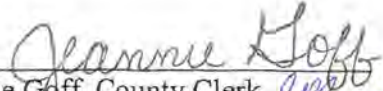

JEFFERSON COUNTY, MISSOURI:

By: 

By:   
Dennis J. Gannon, County Executive

Printed Name: TRAVIS Williams

Title: Chief

ATTEST:   
Jeannie Goff, County Clerk 

Auditor's Certification

I hereby certify under section 50.660 RSMo. there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
Auditor

3-26-2024  
Date

Approved As To Form:

  
\_\_\_\_\_  
County Counselor

MAR 26 2024  
Date