

**MEMORANDUM OF UNDERSTANDING
AGREEMENT FOR
FINANCING AERIAL PHOTOGRAPHY SERVICES
BETWEEN
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
THE COUNTIES OF ADAMS, COPIAH, COVINGTON, FORREST, HINDS,
ITAWAMBA, LAMAR, LAWRENCE, LINCOLN, MADISON, RANKIN,
SHARKEY, SIMPSON, AND YAZOO, IN THE STATE OF MISSISSIPPI**

This Agreement is made and entered into by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi (the “Commission”), acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation (“MDOT”), and Adams, Copiah, Covington, Forrest, Hinds, Itawamba, Lamar, Lawrence, Lincoln, Madison, Rankin, Sharkey, Simpson, and Yazoo Counties in the State of Mississippi (each referred to as “County,” and collectively as the “Counties”) for the purpose of the Commission providing financial assistance to the Counties and assisting the Counties with the financing of a planned aerial photography project, effective as of the date of latest execution below.

WITNESSETH

WHEREAS, it is in the best interests of the residents of the Counties, and will be beneficial to the citizens of the State of Mississippi as a whole, to procure updated photography of each of the Counties for the purposes of planning, mapping, and surveying; and

WHEREAS, the Counties have determined that they would likely be able to procure the services of a firm engaged in providing aerial photography services at a lower price if they solicited proposals as a group, rather than individually; and

WHEREAS, in order to further this goal, a certain Interlocal Cooperative Agreement identified as the Metro-2-Metro Aerial Photography Update Initiative 2012-2013 Interlocal Agreement was entered into among the Counties, and approved by the Mississippi Attorney General’s Office on or about December 4, 2012; and

WHEREAS, the said Interlocal Cooperative Agreement provides that each County is responsible for the final contract and payment agreements with the approved vendor; and

WHEREAS, the Commission, for its own purposes of planning, mapping, and surveying, wishes to acquire access to all data of the type which will be produced by the aerial mapping project planned by the Counties; and

WHEREAS, it is in the best interests of all parties hereto, and in the best interests of the State of Mississippi and its citizens, that the parties cooperate to provide the services herein described.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENENANTS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Memorandum of Understanding Agreement is to provide for an agreement whereby the Commission will reimburse the Counties for certain portions of the costs of aerial photography services procured under the Metro-2-Metro Aerial Photography Update Initiative 2012-2013 Interlocal Agreement.

II. CONTACT PERSONS

All parties understand and agree that the Commission executes all of its orders and directives through the Executive Director of the Mississippi Department of Transportation. Unless specific written notification to the contrary is provided, the appropriate contact person for the Commission shall be:

Ray Barksdale
Chief Information Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850
Telephone: 601-359-7421
Facsimile: 601-359-7428

Unless specific written notification to the contrary is provided, the appropriate contact person for each of the Counties shall be:

For Adams County:
Adams County Board of Supervisors
Darryll Grennell, President
P.O. Box 1008
Natchez, MS 39121

For Lawrence County:
Lawrence County Board of Supervisors
Steve Garrett, President
P.O. Box 1160
Monticello, MS 39654

For Copiah County:
Copiah County Board of Supervisors
Perry Hood, President
P.O. Box 551
Hazlehurst, MS 39083

For Lincoln County:
Lincoln County Board of Supervisors
Nolan Williamson, Lincoln Cnty Supervisor
301 S. First Street
Brookhaven, MS 39601

For Covington County:
Covington County Board of Supervisors
Mason Stringer, President
P.O. Box 1679
Collins, MS 39428

For Madison County:
Madison County Board of Supervisors
John Bell Crosby, President
P.O. Box 608
Canton, MS 39046

For Forrest County:
Forrest County Board of Supervisors
David Hogan, President
P.O. Box 1310
Hattiesburg, MS 39403

For Rankin County:
Rankin County Board of Supervisors
Walter Johnson, President
211 East Government St., Suite A
Brandon, MS 39042

For Hinds County:
Hinds County Board of Supervisors
Robert Graham, President
P.O. Box 686
Jackson, MS 39205

For Sharkey County:
Sharkey County Board of Supervisors
William (Bill) Newsom, President
P.O. Box 218
Rolling Fork, MS 39159

For Itawamba County:
Itawamba County Board of Supervisors
Charles Horn, President
P.O. Box 776
Fulton, MS 38843

For Simpson County:
Simpson County Board of Supervisors
Mickey Berry, President
P.O. Box 308
Mendenhall, MS 39114

For Lamar County:
Lamar County Board of Supervisors
Joe Bounds, President
P.O. Box 1240
Purvis, MS 39475

For Yazoo County:
Yazoo County Board of Supervisors
Cobie Collins, President
P.O. Box 1106
Yazoo City, MS 39194

III. RESPONSIBILITY OF THE PARTIES

The parties understand that conditions presented herein may be modified by the parties and are subject to specific requirements contained in Mississippi Law, Federal Law, or specific acts of the Mississippi Legislature:

a. Each County agrees as follows:

1. To join in the solicitation for proposals for digital orthophotography services pursuant to the Interlocal Agreement approved by each County;

2. To concur with the selection of the successful proposer under applicable rules, regulations, and statutory and case law of the State of Mississippi, and to enter into a contract with that proposer to provide the services and create the product(s) described herein;
3. To provide to MDOT, upon MDOT's request, a copy of the proposed contract prior to execution;
4. To pay the service provider as required by the contract;
5. After expending funds for the services contemplated herein, to provide to the Commission, on a form satisfactory to MDOT, evidence of the amount expended along with a request for reimbursement; and
6. To provide to the Commission, at no cost to the Commission other than those provided for herein, a copy of all data, imagery, and aerial photography information obtained from the selected contractor, in a form that conforms to and meets all United States Geological Survey (USGS) requirements, which are attached herein and made a part hereof as Attachment A.
7. The Commission is hereby granted a perpetual license to use all such data, imagery, and aerial photography information in any form necessary for the Commission's purposes of planning, mapping, and surveying and for other purposes that may become necessary. The Counties shall obtain for the Commission any license(s) for such use that may be necessary to be obtained from other parties.

b. The Commission agrees as follows:

1. To have MDOT review the proposals for orthophotography services in a timely manner, if it elects to do so.
2. To reimburse each County within a reasonable time an amount for actual expenses incurred not to exceed Ten Thousand Dollars (\$10,000.00), after being presented a request for reimbursement in a satisfactory form, along with proper evidence of the expenditure of funds.

IV. GENERAL PROVISIONS

1. No contractor or person employed by any County pursuant to the provisions hereof will be considered a contractor, agent, or employee of the Commission or of MDOT. The Commission will not be a party to any agreement entered into between or among one or more of the Counties, with the exception of this Agreement.

2. Neither the Commission nor MDOT will have any type of contractual relationship, implied or expressed, with the contractor who provides photography services. Each County covenants that it will bear total responsibility for any alleged breach of contract or disagreement which may arise from that County's contract with the provider.
3. The Commission has no funds to contribute toward the expenses of the work being performed under the provisions of this Agreement other than the amounts specifically committed herein.
4. The Commission's sole responsibility under this Agreement is to reimburse each County a maximum of Ten Thousand Dollars (\$10,000.00) for expenses paid to the selected contractor. The Counties may not charge any of their own administrative costs or other expenses against the funds contributed by the Commission.
5. All parties hereto are subject to the provisions of the Mississippi Public Records Act, which may require the release of information procured hereunder under the conditions set out in that statutory scheme.
6. The Commission shall have full and unlimited use of the data, graphics, photographs, and other work product procured from the selected contractor and under the provisions of this Agreement, at no cost to the Commission other than the costs specifically provided herein.
7. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the Counties and every contractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

V. AMENDMENTS AND CANCELLATION

This Agreement may be amended through such written supplemental agreements as are entered into by the parties, and will be considered to have been amended by

operation of law in the event that some part hereof becomes illegal or improper due to a change in State or Federal law or policy.

This Agreement may be cancelled by the Commission upon fifteen (15) days written notice to each of the Counties until such time as the proposals are opened. Each County may cancel its participation in the agreement upon fifteen (15) days written notice to the Commission and each of the other Counties until such time as the proposals are opened. After the proposals are opened, the Agreement may be cancelled only upon agreement among all of the parties.

VI. SEVERABILITY

If any provision of this Agreement is found to be unconstitutional or contrary to the laws of the State of Mississippi or the United States of America, or if some provision hereof proves to be an impediment to obtaining funding from the United States government, such provision may be deemed void and, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VII. RELATIONSHIP OF THE PARTIES

This Agreement is binding on the Commission and on each of the Counties jointly and severally. No provision of this Agreement is intended to, nor should it be construed to, give any right or benefit to any person or entity not a signatory hereto.

VIII. AUTHORITY

This Agreement is authorized by Sections 65-1-8 and 65-1-81, Mississippi Code of 1972, as amended. The Commission has the authority to authorize the Executive Director of the Mississippi Department of Transportation to execute this Agreement on its behalf. The President of each County's Board of Supervisors, in executing this Agreement and having it attested, certifies that its Board of Supervisors agreed to this Agreement and authorized its execution.

SO EXECUTED AND AGREED:

MISSISSIPPI TRANSPORTATION COMMISSION

BY: _____ Date: _____
MELINDA L. McGRATH, P.E.
EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

PRESIDENT, _____ Date
MADISON COUNTY
BOARD OF SUPERVISORS

ATTEST: _____ Date

NGA/Urban Area Orthorectified Imagery Specifications.
(Current as of August, 2006)
(Edited for partner-originated products Dec. 2007)

1. Collection Requirements

- a. Imagery shall be acquired during minimal shadow conditions. Imagery acquisition shall occur when the sun angle is greater than 30-degrees.
- b. Imagery shall be acquired only under conditions free from clouds and cloud shadows, smoke, haze, light streaks, snow, ice on water bodies, foliage, flooding, and excessive soil moisture.

2. Orthophoto Resolution and Accuracy

- a. **Ground Resolution:** Digital Orthorectified Image ground resolution (pixel size) shall be 0.3-meter.
- b. **Radiometry:** True (natural) color, RGB
- c. **Orthorectified Image Horizontal Accuracy:** The horizontal accuracy of the Orthorectified imagery shall not exceed 3-meters RMSE XY (2.12 meter RMSE X or Y)

3. Orthorectified Image Characteristics:

Relative join (misalignment) of transportation features between adjacent image chips/tiles shall not exceed 1-meter. Orthophotos shall be tonally balanced to produce a uniform contrast and tone across the entire project. Changes in color balance across the project, if they exist, shall be gradual. Abrupt tonal variations between tiles are not acceptable. Building tilt shall be corrected to the extent that transportation features are not obscured. Ground features appearing in the orthophoto imagery, such as building roof tops, water towers, and radio towers, shall not be clipped at seamlines or between individual tiles. Image artifacts introduced during the scanning process and appearing in the final orthophotos are unacceptable, except for very minimal artifacts falling in non-critical coverage areas, e.g., a small piece of lint appearing in a timbered area.

4. **Metadata:** FGDC-compliant metadata shall be provided in extensible markup language (.xml) format for each orthorectified tile. Additionally, an FGDC-compliant project-level metadata (xml format) shall be provided. The following ftp site contains information pertaining to the content and creation of the required metadata:

ATTACHMENT A

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<ftp://ftpext.usgs.gov/pub/cr/mo/rolla/mcmc/release/xmlinput>

This site contains the following files designed to define and support production of FGDC-compliant orthoimage metadata:

- a) **XmlInput1_64.zip**. Application for reading and creating .xml metadata files. Included in this file are a sample metadata file which shows how these data elements should be addressed (**133UAExample.xml**) and the metadata template (**133UAtemplate.xml**).
- b) **Help.pdf**. The users guide for **XmlInput**.
- c) **MetaData_overview.doc**. Short requirements list for running **XmlInput**.