

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

AGREEMENT FOR ORTHOPHOTOGRAPHY RELATED SERVICES

THIS DAY THIS agreement made and entered into by and between the Madison County Board of Supervisors herein after referred to as the "County" and Tri-State Consulting Services, Inc., herein after referred to as the "Contractor".

WITNESSETH;

That the Board of Supervisors procured new digital orthophotography in early 2018 and additional services to the imagery will need to be performed in order to remain in compliance with Mississippi Department of Revenue.

That Madison County is desirous of employing Tri-State Consulting Services, Inc. for providing certain additional services, and Tri-State Consulting Services, Inc. is desirous of providing such services.

Now therefore, for and in consideration of the mutual terms, conditions, and promises herein contained and pursuant to Mississippi Code 27-35-165 (3) (C), Tri-State Consulting Services, Inc., does hereby agree to furnish said services.

SCOPE OF WORK

1. QA/QC (Quality Assurance/Quality Control) of the new orthophotos. Madison County is responsible for QA/QC of the imagery. The imagery is supposed to meet ASPRS Class I accuracy standards. Tri-State will collect survey points from around the entire multi-county project area and will use these points to perform the necessary mathematical computations to ensure the accuracy requirement is met. All imagery will be reviewed for proper color balance across the county. Seam lines between tiles will be reviewed to insure a smooth and proper match. All work will be done under the direction of an ASPRS certified photogrammetrist. Upon completion, a report of our findings will be presented to Madison County.

Tri-State will perform a consequence review of every delivered orthophoto tile. This will include detailed reviews of:

- Color balance, tone, contrast and sharpness, with particular emphasis upon evaluating for natural color and evenly toned and color balanced imagery across the entire County, by minimizing changes between tiles and across image seam lines.

- Linear features (such as roads, sidewalks and canals) and elevated features (bridges) will be closely examined for correct representation within the imagery.
- All image seam lines will be examined by panning along each line and looking for any imagery offsets (displacements) and color tone changes across the boundary.

Tri-State will submit a shapefile to the ortho contractor of any errors that do not fall with the acceptable specifications of the contract.

COST- \$5000

2. Re-Cut image tiles. The images are delivered in a tile scheme that does not match the layout of the existing maps. Tiles will be recut with world files created to match the AutoCad sheet layout. The new images will be inserted into each AutoCad map file. Files will be created that will loaded in to the AutoCAD map sheets compatible with AutoCAD.

COST- \$3500

3. Parcel Adjustments. The existing property lines will be edited and adjusted in areas where the property lines do not reasonably match the physical and cultural features of the new photography. The cost estimate provided is a “best guess” as there is no way of knowing how much work will need to be done until the imagery is received. Assuming there is a reasonable match the provided cost will be adequate. The existing AutoCad map files will be edited and compared to the new imagery to insure a reasonable match between the existing property lines and the physical and cultural features of the new imagery. Differences typically occur for two reasons. The first is parcel splits created and new subdivisions since the last imagery was flown were mapped without benefit of ground detail. The second is the new 6” pixel imagery is more accurate and shows more detail than the existing imagery. Each and every parcel will be reviewed for discrepancies. Lines and text will be corrected in these mis-matched areas. All corrections will be done consistently and in a manner to insure that all existing applications will work correctly with the revised data. Water and road features will be mapped to match the newly acquired ortho photography.

Tri-State will work with the county to determine the best time to start the parcel adjustment. Typically it is done between once the 2019 tax roll is closed and before mapping begins for the 2020 tax year.

COST- \$7500

4. Soils. The Mississippi Department of Revenue requires that all parcels valued on an agricultural use basis be recalculated within two years of acquisition of new aerial photography.

Land use (cultivable/uncultivable) will need to be delineated. The new digital soil maps will be imported into the data set and soils grouped according to productivity. Parcels valued on an agricultural use basis will be recalculated with the results being uploaded into the appraisal file.

COST- \$5000

PAYMENT AND TERMS

Compensation for all services to Tri-State is Twenty One Thousand Dollars (\$21,000). For budgetary purposes the proposed work can span multiple budget years.

Fiscal year ending September 30, 2019 \$8500 (QA/QC and recut tiles)

Fiscal year ending September 30, 2020 \$12,500 (parcel adjustment and soils for the July 2020 tax roll). Optionally the county might consider doing soils for the 2021 tax roll because acquisition of the photography will be after July 2018. This can be determined with the county prior to delivery.

STARTING AND COMPLETION DATES

Work shall begin upon receipt of the orthophotography and will be completed by September 30, 2020.* Subject to change based on decision of when to implement new Land use types.

LAWS TO BE OBSERVED

The Contractor shall be presumed to be familiar with all Federal, State, and local laws, ordinances, codes, and regulations which in any manner affect those engaged or employed in the work or in any way affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Contractor shall in any way serve to modify or amend any of the provisions contained herein.

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and his insurance carrier shall indemnify and save harmless the Client and all of its officers, agents, and employees from any and all suits, actions or claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, firms, corporations or property, by or from the contractor or his employees. It is understood and agreed that the contractor shall be deemed in all respects and for

all purposes as an "independent contractor". The contractor shall carry public liability insurance with limits of not less than \$1,000,000 and worker's compensation insurance which shall save harmless the property owner, Madison County, and all county officials and other representatives from any claims, demands, actions, and causes of action arising from any act, either intentional or negligent, or the omission of act or acts by the contractor, his agents and employees, in the performance of these specifications.

MISCELLANEOUS PROVISIONS

1. The Contractor waives all rights accorded under Section 31-5-15, Mississippi Code (1972) Ann., as amended.
2. This contract represents the entire agreement between the parties hereto and the same shall not be modified, except that the same shall be evidenced by writing and executed by the parties. The terms, conditions, promises, and covenants herein contained shall obligate and be binding upon and insure to the benefit of the heirs, legatees, devisees, beneficiaries, executors, administrators, personal representatives, corporate successors, and successors in office of the parties hereto.

WITNESS THE EXECUTION HEREOF IN DUPLICATE ORIGINAL, any executed copy of which shall be deemed for all purposes as an original, on this the _____ day of _____, 2018.

BY: _____
President- Board of Supervisors

(SEAL)

ATTEST: _____

CONTRACTOR

BY: Monica Jordan

Tri-State Consulting, Inc

(SEAL)

ATTEST: Brian B...