

Exhibit A

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN YUMA COUNTY
AND PARTICIPATING ENTITIES FOR THE
YUMA REGION – IMAGERY ACQUISITION CONSORTIUM PROJECT**

This Participant Agreement (Agreement) is made and entered into by and between Yuma County (the County), a political subdivision of the State of Arizona, and _____, an Arizona city, special district, or intergovernmental agency, an intergovernmental agency. Each individual city, district, or intergovernmental agency is referred to herein individually as a "Participating Entity" and collectively as the "Participating Entities". The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party".

- A. The County has planned to acquire new digital orthogonal and oblique aerial imagery in the spring of 2016-2017 Imagery Acquisition Consortium Project (Project).
- B. The County has become aware that various Participating Entities have needs of similar projects.
- C. In order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake the Project.
- D. The Parties intend to participate in the Project upon the terms and conditions set forth herein below.

Therefore, in consideration of the mutual agreements herein set forth and the mutual benefits to be derived therefrom, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to provide a vehicle for the collective participation in the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data which may include, but are not limited to, products listed in Attachment A ("Digital Data"). It is the intent of the Parties that Digital Data shall be acquired under this Agreement for areas within Yuma County covered by the jurisdictions of the Parties.

2. Responsibilities of the County

- A. Identify and provide specifications for Digital Data to Pictometry (the Contractor) hired to complete the Project.
- B. Develop all necessary procurement documents for necessary services to be provided by the contractor in connection with the acquisition and administration of the Digital Data.
- C. Arrange for the delivery of the Digital Data to the Participating Entity upon Project completion.

3. The Participating Entity Has the Right to

- A. Participate in identifying and providing technical specifications for the Digital Data.
- B. Acquire additional digital aerial products from the contractors through this agreement. County assumes no liability for the completion of any additional services, products, et cetera.

4. Mutual Responsibilities; Maximum Contribution

The Parties shall be mutually responsible for the following:

- A. Financing the acquisition and administration of the Digital Data including, but not limited to, costs related to Quality Control and the subsequent distribution thereof. The total cost of such acquisition and administration (Total Cost) shall be allocated among the County and the Participating Entities. The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as the Party's "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to County.

The Maximum Contribution of the Participating Entity shall be following

Yuma County	City of San Luis	City of Somerton	YMPO	YCIPTA
\$150,000	\$11,822.38	\$8,595.02	\$22,000	\$10,000

- B. In the event the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

6. General Terms and Conditions

A. This Agreement shall take effect upon execution and shall remain in effect through final delivery of all Digital Data and through the duration of the license-use term of the Digital Data.

B. The term of this Agreement may be extended by an Amendment to this Agreement, in writing and signed by the Parties. This Agreement may be amended or modified by County only after collaboration and consultation with the Participating Entities.

C. It is the intention of the Parties that the Participating Entity shall receive, with the delivery of the Digital Data as defined in the contract.

D. Notwithstanding any provision of this Agreement to the contrary, a Participating Entity shall not have the right to sell, resell, or otherwise transfer its license to use the Digital Data to any other person or entity.

E. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.

F. No Party may terminate its participation under this Agreement after the execution of contract(s) for the acquisition of the Digital Data without the prior written consent of County.

G. All Participant Entities shall agree in order to share the data with any local agencies in Yuma County other than Participant Entities, prior to any sharing. County will work as a data custodian to control and distribute the data.

H. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective Party to this Agreement.

I. This Agreement shall be governed by the laws of the State of Arizona. Venue of any action brought under this Agreement shall lie in Yuma County, Arizona, exclusively, and any action shall be maintained in such County. Each Party hereby irrevocably submits to the personal jurisdiction and venue of the Courts in Yuma County, Arizona.

J. This Agreement constitutes the entire agreement between the Parties for the terms specified in this Agreement and supersedes all prior written or oral understandings.

IN WITNESS WHEREOF, the Parties have executed this Participant Agreement for the Yuma Region Imagery Acquisition Consortium Project on the date indicated below.

PARTICIPATING ENTITY

YUMA COUNTY, ARIZONA
Information Technology Services

By: _____
Paul Ward
Executive Director
Yuma Metropolitan Planning Organization

By: _____
Ed Jin
Chief Information Officer
Yuma County, Arizona

Date: _____

Date: _____

By: _____
Hector Tapia
Economic Development Director
City of Somerton

Date: _____

By: _____
Shelly Kreger
Executive Director
YCIPTA

Date: _____

By: _____
Isaac Gutierrez
City of San Luis

Date: _____

Digital Data

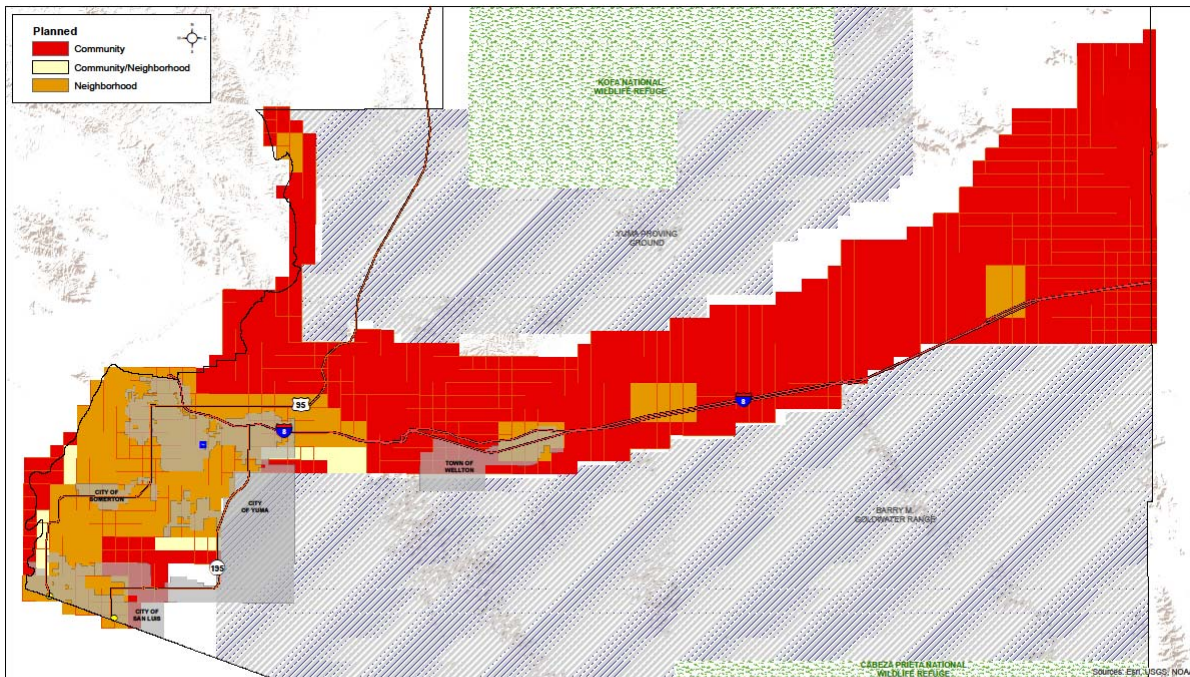
All data will be acquired in 2017 unless otherwise noted.

Digital Aerial Orthogonal Imagery

- 3 inch resolution for Urban Areas (see Map below “Neighborhood”)
- 9 inch resolution for Rural Areas (see Map below “Community”)

Digital Aerial Oblique Imagery

- 3 inch resolution for Urban Areas (see Map below “Neighborhood”)
- 9 inch resolution for Rural Areas (see Map below “Community”)



Yuma County
Sector Tiles

INFORMATION TECHNOLOGY SERVICES
GIS DIVISION
2351 WEST 26TH STREET - YUMA, AZ 85364 - 928.817.5000
DRAWN BY: GIS WORKGROUP
FOR INFORMATION ONLY - NO LIABILITY ASSUMED.

I hereby state that I am the attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2017

Kay Marion Macuil
San Luis City Attorney