

**Resolution of the County Board  
of  
Kankakee County, Illinois**

**RE: AUTHORIZING THE COUNTY BOARD CHAIRMAN TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) TO UPDATE THE COUNTY WITH 6" DIGITAL ORTHO-RECTIFIED AERIAL IMAGES**

**WHEREAS**, the aerial photography in the GIS system is very valuable to many people in Kankakee County and for the County's own internal use and the last update was in 2010; and is able to be updated again through the Illinois Department of Transportation (IDOT); and,

**WHEREAS**, the Illinois Department of Transportation (IDOT) pursuant to Architectural, Engineering, and Land Surveying Qualifications Selection Act required by 30 ILCS 535/1 and has awarded SURDEX CORPORATION the opportunity to provide services involving the collecting, compiling, processing, finalizing and delivering digital ortho-rectified images; and,

**WHEREAS**, state agencies, counties, planning commissions, local municipalities and others are allowed as a buy-up partner to participate in this project; and,


**WHEREAS**, as a buy-up partner, the County GIS Department will pay from their special fund a sum of eighty three thousand, six hundred seventy-six (\$83,676) dollars in consideration for a copy of 6" digital ortho-rectified images that would cover approximately 736 square miles of the County's geographical area with all of the terms, conditions, and specifications as described in Exhibit A; and,

**WHEREAS**, upon Surdex's invoice the County will send the payment directly to SURDEX and will notify IDOT accordingly; and,

**WHEREAS**, SURDEX will furnish IDOT and the County each with a copy of the digital ortho-rectified images.

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Kankakee County, Illinois, that the Kankakee County Board Chairman or his designee is hereby authorized to enter into a Memorandum of Understanding with IDOT for 6" Digital Ortho-Rectified Aerial Photography (Exhibit A) attached hereto, and the GIS Department will pay eighty three thousand, six hundred seventy-six (\$83,676) dollars to SURDEX Corporation.

**PASSED** and adopted this 10<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
Michael Bossert, County Board Chairman

ATTEST:

  
\_\_\_\_\_  
Bruce Clark, County Clerk

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is by and between the Illinois Department of Transportation (IDOT) and the County of Kankakee (County), collectively referred to as "Parties", to accomplish the following objectives:

- IDOT will provide the County with a copy of 6" digital ortho-rectified images (about 736 square miles) of the county's geographical area; and
- County will pay for all costs associated with the collection and processing of the 6" digital ortho-rectified imagery of the county.

Parties agree to the following:

1. IDOT has selected, pursuant to Architectural, Engineering, and Land Surveying Qualifications Based Selection Act required by 30 ILCS 535/1 et seq., SURDEX CORPORATION, the vendor to provide the services of collecting, compiling, processing, finalizing, and delivering the digital ortho-rectified images;
2. The advertised document under Job No. P-30-002-15 (Attached as Exhibit "A"), which SURDEX CORPORATION has bid and was awarded, allowed state agencies, planning commissions, counties, local municipalities, and others as funding or buy-up partners to participate in this project;
3. As a buy-up partner, the County will pay \$83,676 in consideration for a copy of 6" digital ortho-rectified images (about 736 square miles) of the county's geographical area with all the terms, conditions, and specifications described particularly in Parts 1.1.4 (select upgrade areas), 2.7.1, and 2.7.3 in Exhibit "B";

4. Upon receipt of SURDEX's invoice, County will send the payment directly to SURDEX, and will notify IDOT accordingly; SURDEX will furnish IDOT and the County each with a copy of the digital ortho-rectified images,
5. This MOU is contingent upon the execution of the contract with IDOT and SURDEX CORPORATION as described in Section 1, above. Furthermore, this MOU will remain valid and effective until the contract expires.

<b>FOR THE ILLINOIS DEPARTMENT OF TRANSPORTATION:</b>	<b>FOR THE KANKAKEE COUNTY:</b>
Aaron Weatherholt, Deputy Director Division of Highways	Michael Bossert, Kankakee County Board Chairman
Date:	Date:

## Exhibit "A"

### **34. Job No. P-30-002-15, Services required to obtain statewide one-foot Orthoimagery (less the Chicago Urban area), Bureau of Design and Environment**

#### **This Project May Contain Federal Funds.**

The **Complexity Factor** for this project is **0**.

The Consultant who is selected for this project and all subconsultants the prime Consultant will be using are scheduled to attend a negotiation meeting on **October 30, 2014 at 10:00 A.M.** at the Harry R. Hanley Building, Bureau of Design and Environment, in **Springfield**.

The Consultant shall acquire 4-band natural color and color infrared (CIR) source imagery to support production of digital ortho-rectified images to a ground pixel resolution of 0.30 meters (nominal 1 foot) covering approximately 52,251 square miles of the state of Illinois. The coverage is expected to exclude the Chicago Area Counties of McHenry, Lake, Kane, DuPage, Cook, Kendall and Will.

The Consultant shall acquire high resolution ortho imagery, which shall cover the area as described above. Uncompressed-geotiff orthorectified imagery and corresponding metadata for the entire area is required.

Production, Project, and Supplemental Reports as specified.

- **NOTIFICATION:** The Department will be notified within 24 hours of the start of acquisition of data. Notification can be made by e-mail and is for information purposes only, not permission to proceed.
- **PERMITS:** The Consultant shall be responsible for obtaining all permits, which may be required in the performance of this project, which shall include, but not be limited to any permits for acquisition of data in controlled or restricted airspace, and access to control points on the ground.
- **USE AND DISTRIBUTION RIGHTS:** All imagery and data produced under this agreement shall become the property of the DEPARTMENT. All data and documentation shall be free from restrictions regarding use and distribution. Data and documentation shall be freely distributable by the DEPARTMENT.

Consultant will be responsible for coordination/invoicing with other state agencies, planning commissions, counties, local municipalities, etc. who wish to participate in this project. There will be two participation levels:

- **Funding Partner:** Entity will provide a minimum of \$15,000 and will receive a copy of the 1' digital ortho-rectified images collected. Their area of interest may

be given priority  
for delivery.

- **Buy-Up Partner:** Entity will pay to have their area of interest acquired to provide 6" digital ortho-rectified images. Cost will be determined based on area of coverage. Their area of interest may be given priority for delivery.

The DEPARTMENT may utilize other sources for QA/QC of the deliverables.

The completion date for this contract will be 24 months after authorization to proceed. The acquisition is to be completed in the Spring of 2015 with final product delivery required in 4 months of completion.

Key personnel listed on **Exhibit A** for this project must include:

- The person who will assume the duties of Project manager for all aspects of the work and required reports.
- Certified Photogrammetrist(s) Experience and workable knowledge of duties and requirements and who will be directly involved in the day to day aspects of the project.
- The person(s) who will perform the QC/QA review work of all milestone submittals.

The prime firm must be prequalified in the **Special Services (Aerial Mapping)** category to be considered for this project.

Statements of Interest shall include specific details on how the Consultant will approach this project including, but not limited to:

- Specific cameras/digital sensors to be used and total number to be used
- Approach to flying to expedite collection
- Anticipated delivery schedule and what resources will be devoted to accomplish this schedule including where and who will do data processing
- How the coordination/invoicing will be handled with potential partners
- How building lean in high-rise urban areas will be handled and in what areas this is anticipated to occur

Statements of Interest, including resumes of the key people noted above, must be submitted electronically to the Central Bureau of Design and Environment through the Engineering and Prequalification Agreement System (EPAS).

## Exhibit "B"

The services required to obtain statewide (excluding the Chicago Urban Area) 1 foot orthoimagery will be completed according to the following guidelines.

1. **DATA ACQUISITION:** The Consultant shall acquire high resolution ortho imagery which shall cover the area as described in the advertisement. (Approximately 52,251 square miles of the state of Illinois. The coverage is expected to exclude the Chicago Area Counties of McHenry, Lake, Kane, DuPage, Cook, Kendall and Will.)

1.1. **Image Acquisition:** Image data collection shall be with the following minimum collection specifications:

1.1.1. **Resolution and Accuracy:** Imagery shall be 4-band natural color and CIRsource imagery and shall be of sufficient resolution to support production of digital ortho-rectified images to a ground pixel resolution of 0.30 meters (nominal 1 foot). In select upgrade areas, the imagery shall be of sufficient resolution to support production of digital ortho-rectified to a ground pixel resolution of 0.15 meters (nominal 6 inch) and to the specifications contained in Section 2 below.

1.1.2. **Acquisition Window:** Acquisition window shall be during the spring 2015 acquisition season prior to the 2015 leaf-on season. The season is estimated to run no later than mid-April (4/15/2015).

1.1.3. **Sufficient acquisition resources** shall be allocated for this task such that 100% of acquisition shall be completed during this acquisition window.

1.1.4. **Ground Sample Density (Resolution):** The required ground sample distance shall be 0.30m (1 foot). In select upgrade areas, the required ground sample distance for shall be 0.15m (6 inch).

1.1.5. **Project Coverage:** Imagery shall be collected which covers the project area as defined above **AND** includes a buffer around the project of 2600 feet. A buffer of 2600 feet shall also be collected at 6" resolution around any specified upgrade areas.

1.1.6. **Data voids:** Image collection voids are unacceptable and shall be sufficient reason for rejection of a portion of the entire data delivery lot or if deemed necessary, the entire project.

1.1.6.1. Image gaps between adjacent flight lines are not acceptable.

1.1.6.2. Image voids due to system malfunctions are not acceptable.

1.1.6.3. Consultant shall ensure that all parts of the project are fully covered.

- 1.1.6.4. No portion shall be omitted from collection unless specified.
- 1.1.7. **Environmental Acquisition Conditions:** Imagery shall be acquired under these conditions:
- 1.1.7.1. **Leaf-off:** Acquisitions for leaf-off shall be collected during the defined acquisition window.
- 1.1.7.2. **Non-Flood Conditions:** Imagery shall be collected during non-flood conditions. Non-Flood conditions are defined as the rivers remaining within their channels at, or below normal levels.
- 1.1.7.3. **Time of Day:** Imagery shall be obtained during the period of the day when the sun angle is no less than 30-degrees and flight times shall be made to minimize shadows.
- 1.1.7.4. **Acquisition Conditions:** Imagery shall be acquired only under conditions free from clouds and cloud shadows, smoke, haze, light streaks, snow, fog and excessive soil moisture.
- 1.1.8. **Image Coverage:** The extent of image coverage over the project area shall be sufficient to ensure void areas do not exist within the defined project area. Because the Project already incorporates a 2600 foot buffer outside the state boundary, delivery tiles which have portions of the tile outside of the defined buffer area **ARE NOT** required to be filled to the tile boundaries. Void areas within the project area are unacceptable.
- 1.1.9. **Non-image data:** Orthoimagery tiles shall not contain any non-image data. Non-image data includes photographic frame borders, fiducial marks, artifacts, and titling.
- 1.1.10. **Building Lean:** Imagery shall be acquired at a density in the "high-rise" areas of the urban area such that all road networks are clearly visible and that buildings show no signs of excessive tilt or lean.
- 1.1.11. **Supplemental Ground Control Points during Collection:** Differentially corrected global positioning system (GPS) Ground Control used to supplement the Airborne GPS positional adjustment shall be stored on portable media, in a non-proprietary format mutually agreeable to the DEPARTMENT and consultant.
- 1.1.12. **Base Stations:** A minimum of two (2) base station ground control points or continuously operating reference stations (CORS) shall be used for all flight lines.
- 1.1.13. **Ground Control Quality Check points:** The consultant shall collect a minimum of an additional two-hundred forty (240) Ground Control points which shall be, evenly distributed across the project area and will be used by



the Department form validation. **It is required that the control be sent directly to the Department without being incorporated into the consultant's production process.**

**1.1.14. Calibration:** Aerial Sensors/Camera(s) used to acquire project imagery shall have current United States Geological Survey (USGS) certification, or in the case of digital sensors a current Product Characterization Report.

**1.1.15. Camera Station Control:**

**1.1.15.1. Airborne GPS (ABGPS):** Camera position (ABGPS report, including x, y, z, omega, phi, kappa, and time stamp for each frame) shall be recorded at the instant of exposure with airborne GPS. Airborne GPS data shall be differentially corrected and organized as individual data sets grouped by corresponding flight line. Differentially corrected Airborne GPS positional data shall be stored on portable media, in a non-proprietary format mutually agreeable to the DEPARTMENT and the Consultant. The consultant shall produce a statistical report summarizing the results of the airborne GPS adjustment.

**1.1.15.2. Inertial Measurement Unit (IMU) Exterior Orientation Data:** The consultant shall record the camera attitude at the instant of exposure. The IMU data shall be adjusted and organized as individual data sets grouped by corresponding flight line. The consultant shall produce a statistical report summarizing the overall accuracy of the adjusted IMU data.

**2. DIGITAL ORTHO IMAGE PRODUCTION:** All Ortho Images shall be produced consistent with the following requirements:

**2.1. Image Mosaicking:** Orthoimagery may be created using multiple digital images ("chips") to produce the final product. Specular reflections and other artifacts should be minimized, especially in developed areas, by patching the area using chips from adjacent imagery.

**2.1.1. Radiometry Balance:** When a mosaic of two or more chips is made, the brightness and color values of the other chips will be adjusted to match that of the principal chip. The seamlines between the overlapping chips will be chosen to minimize tonal variations. Localized adjustment of the brightness and color values will be done to reduce radiometric differences between join areas. Changes in color balance across the project, if they exist, shall be gradual. Abrupt tonal variations between tiles are not acceptable.

**2.1.2. Radiometric Resolution:** All imagery that contains both natural color and near-IR shall be in accordance with Section 6, RGB Full Color Images, of the TIFF Specification

(<http://www.remotesensing.org/geotiff/spec/geotiffhome.html>), and shall have the bands saved in the following order: Red, Green, Blue, and Infrared.

2.1.3. **Digital orthophoto characteristics:** Relative join (misalignment) of transportation features between adjacent image chips/tiles shall not exceed 3 pixels. Orthophotos shall be tonally balanced to produce a uniform contrast and tone across the image tiles of the entire project.

2.1.3.1. 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.

2.1.3.2. 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.

2.2. **The Consultant shall deliver:** uncompressed-geotiff orthorectified imagery, compressed Mr SID files, and corresponding metadata for the entire project. County wide mosaics may also be requested.

2.2.1. Ortho imagery products shall maintain resolution of original image capture. Imagery captured at one resolution shall not be resampled to a higher image resolution. This shall not prohibit imagery collected at a higher resolution from being resampled to a lower resolution.

2.2.2. Every frame shall be used in the ortho imagery production process to minimize radial distortion in imagery.

2.3. **Ground Resolution:** The spatial resolution will be 30 centimeter ground sample distance (GSD). Orthoimagery produced under this specification shall not be resampled from the original image, original scan, or original capture, with resolution greater or less than the following numbers:

Ground Sample Distance (GSD)	Original Image Resolution	
	Maximum	Minimum
30 centimeters	15 centimeters	32 centimeters

2.4 **Digital Orthorectified Image Horizontal Accuracy:** For 0.30 meter Orthoimage horizontal positional accuracy shall not exceed 1.52-meters National Standard

for Spatial Data Accuracy (NSSDA) 95% confidence (0.88-meters Root Mean Squared (RMSE) Error XY (0.62 meter RMSE X or Y).

2.5. **Digital Orthorectified Image Horizontal Accuracy:** For 0.15 meter Orthoimage horizontal positional accuracy shall not exceed 0.76-meters NSSDA 95% confidence (0.44-meters Root Mean Squared (RMSE) Error XY (0.31 meter RMSE X or Y).

2.6. **Digital Orthorectified Image Format:** Images shall be submitted in uncompressed, untiled, ArcGIS readable, GeoTIFF file format with no internal tiling or overviews. Data shall not be compressed during ANY PHASE of the production process. Presence of compression artifacts will be cause for rejection. GeoTIFF files shall include the following GeoTIFF tags and keys:

ModelTiepointTag  
ModelPixelScaleTag  
GTModelTypeGeoKey  
GTRasterTypeGeoKey  
ProjectedCSTypeGeoKey  
PCSCitationGeoKey  
ProjLinearUnitsGeoKey

2.7. **Digital Orthorectified Image Datum:** Digital Orthorectified images shall be referenced to North American Datum 1983, Universal Transverse Mercator (UTM) meters, Zone 15 or 16 as appropriate. Tiles falling in both zones shall be delivered in both projections. Additionally, images shall be also delivered which are referenced to Illinois State Plane, East and West Zones as appropriate, US Survey Foot.

2.7.1. **Digital Orthorectified Image Tile Size(1 foot & 6-Inch Resolutions)**

**UTM:** Orthorectified GeoTIFF files shall represent "tiles" 1500 meters X 1500 meters cut at even 1500 meter grid lines with no tile overedge.

- Corner coordinates will be based on the UTM Grid and shall be evenly divisible by 1500 meters.
- Tiles shall be accompanied by an index sheet and shape file suitable for loading into ArcGIS.
- Index sheet shall include tile boundary and filename.
- The Index sheet collar shall include Latitude/Longitude reference coordinates.

2.7.2. **Digital Orthorectified Image Tile Size (1 foot Resolution) State Plane:**

Orthorectified GeoTIFF files shall represent "tiles" 10,000 feet X 10,000 feet cut at even 10,000 foot grid lines with no tile overedge.

- Corner coordinates will be based on the Illinois State Plane coordinate system East and West Zones and shall be evenly divisible by 10,000 feet.
- Tiles shall be accompanied by an index sheet and shape file suitable for loading into ArcGIS.
- Index sheet shall include tile boundary and filename.
- The Index sheet collar shall include Latitude/Longitude reference coordinates.

**2.7.3. Digital Orthorectified Image Tile Size (6-inch Resolution) State Plane:** Orthorectified GeoTIFF files shall represent "tiles" 5,000 feet X 5,000 feet cut at even 5,000 foot grid lines with no tile overedge.

- Corner coordinates will be based on the Illinois State Plane coordinate system East and West Zones and shall be evenly divisible by 5,000 feet.
- Tiles shall be accompanied by an index sheet and shape file suitable for loading into ArcGIS.
- Index sheet shall include tile boundary and filename.
- The Index sheet collar shall include Latitude/Longitude reference coordinates.

## **2.8. File Naming Convention:**

**2.8.1. UTM:** The 1500 meter x 1500 meter orthophoto tile file name shall be derived from the southwest corner of each tile and shall be based on the U.S. National Grid. File names will include Grid Zone Designation (GZD), 100,000 meter block designator and X and Y grid coordinates truncated to 100 meters. Example: 16BF895980.tif

**2.8.2. State Plane:** The 10,000 foot x 10,000 foot and 5,000 foot x 5,000 foot orthophoto tile file names shall be derived from the southwest corner of each tile. The prefix shall comprise 10-digits, consisting of a 5-digit x value derived from the x grid-coordinate, truncated to 100 feet, with leading zeros as required, concatenated with a 5-digit y value derived from the y grid-coordinate truncated to 100 ft, with leading zeros as required. Example: 2580001500.tif

**2.9. Horizontal Accuracy:** All orthoimagery shall have 95% (NSSDA Confidence Interval) of all well-defined points tested fall within the specified distance listed below of true ground (ASPRS Class1):

**2.9.1. 30 cm GSD** shall be 1.52 meters

**2.9.2. 15 cm GSD** shall be 0.76 meters

**2.10. Product Accuracy Information Reporting.** Product accuracy information shall be reported according to NSSDA guidelines which are available at:

<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/index.html>

At a minimum, statements concerning source materials and production processes used must be provided at the project level sufficient to meet the requirement of section III.E of the guidelines.

- 2.11. **Elevation data:** Elevation data created for use in the orthorectification process shall be submitted, with associated documentation, in a common or non-proprietary format.
3. **FLIGHT DIAGRAM:** The Consultant shall produce, in softcopy format, a Flight Diagram, which illustrates the project area outline, flight lines, image identification, approximate location of image centers and date acquired.
4. **METADATA:** Project and file metadata describing the orthophoto production process shall be submitted as a deliverable as well as collection level metadata file for the overall project.
- 4.1. Federal Geographic Data Committee (FGDC) compliant metadata shall be provided in extensible markup language (.xml) format for each 1500-meter x 1500-meter orthorectified tile, for each 10,000-foot x 10,000-foot orthorectified tile, and for each 5,000-foot x 5,000-foot orthorectified tile.
- 4.2. FGDC compliant metadata for orthoimage tiles shall be delivered on portable media, in the file format mutually agreeable to the DEPARTMENT and the Consultant.
5. **DELIVERABLES SUMMARY:**
- 5.1. **Calibration Reports:** Camera Calibration Report(s) for Aerial Camera(s), or in the case of digital sensors, a current Product Characterization Report of the instrument used shall be included as a deliverable.
- 5.2. **Camera Station Control:**
- 5.2.1 **Airborne GPS:** Positional data and statistical summary report shall be submitted on portable media, in a non-proprietary format mutually agreeable to the DEPARTMENT and the Consultant. The ABGPS report shall also include x, y, z, omega, phi, kappa, and time stamp for each frame
- 5.2.2 **IMU Data:** The Consultant shall submit sensor orientation data and a statistical summary report on portable media, in a non-proprietary format mutually agreeable to the DEPARTMENT and the Consultant.
- 5.2.3 **Accuracy Specifications:**
- 5.2.3.1. **Airborne GPS:** The horizontal root-mean-square error (RMSE) of the airborne GPS control data shall not exceed 20cm. The vertical RMSE of the Airborne GPS control shall not exceed 30cm.

5.2.3.2. **IMU:** The Consultant shall record the camera attitude at the instant of exposure. The IMU data shall be adjusted and organized as individual data sets grouped by corresponding flight. The RMSE of the adjusted IMU data shall not exceed 30 cm.

5.3. **Supplemental Ground Control:** Differentially corrected GPS ground control, or conventionally surveyed first-order ground control, used to supplement the Airborne GPS positional adjustment shall be stored on portable media, in a non-proprietary format mutually agreeable to the USGS and the cooperator. The data provider shall publish and submit a Supplemental Ground Control report that contains narrative, computations and field notes/photos for all points used in the supplemental ground control solution. One hundred-twenty (120) points are expected to be collected statewide suitable for use on both the 1' and 6" resolution imagery data sets.

5.4. **Aerotriangulation Report:** Aerotriangulation (AT) data, if used in the orthorectification process, shall consist of a minimum of refined image coordinates and adjusted ground coordinates. If Aerotriangulation is performed, the data provider shall provide a comprehensive AT report.

5.5. **Flight Diagram:** A Flight Diagram that illustrates the project area outline, the location of the flight lines and the approximate location of image centers, and date acquired, shall be included as a deliverable. This diagram shall be provided in softcopy and hardcopy.

5.6. **Digital Orthorectified Images:** Images shall be submitted in uncompressed, untiled, ArcGIS readable, GeoTIFF file format, Version 1.8.2, (<http://www.remotesensing.org/geotiff/spec/geotiffhome.html>) with no internal tiling or overviews. Data shall not be compressed during ANY PHASE of the production process. Presence of compression artifacts will be cause for rejection. GeoTIFF files shall include (as a minimum) the following GeoTIFF tags and keys:

ModelTiepointTag  
ModelPixelScaleTag  
or  
ModelTransformation Tag  
and  
GTModelTypeGeoKey  
GTRasterTypeGeoKey  
ProjectedCSTypeGeoKey  
PCSCitationGeoKey  
ProjLinearUnitsGeoKey

Compressed Mr SID files and County wide mosaics may also be requested.

5.6. **Metadata** shall be FGDC compliant and shall be project and tile (file) level. Tile level metadata shall have one corresponding metadata file for each imagery tile (UTM and State Plane)

5.7. **Production, Project, and Supplemental Reports** as specified.

6. **NOTIFICATION:** The DEPARTMENT will be notified within 24 hours of the start of acquisition of data. Notification can be made by e-mail and is for information purposes only, not permission to proceed.
7. **PERMITS:** The Consultant shall be responsible for obtaining all permits, which may be required in the performance of this project, which shall include, but not be limited to any permits for acquisition of data in controlled or restricted airspace, and access to control points on the ground.
8. **USE AND DISTRIBUTION RIGHTS:** All imagery and data produced under this agreement shall become the property of the DEPARTMENT. All data and documentation shall be free from restrictions regarding use and distribution. Data and documentation shall be freely distributable by the DEPARTMENT.