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BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL
COOPERATION AGREEMENT WITH THE METROPOLITAN AREA PLANNING
AGENCY FOR DIGITAL MAPPING

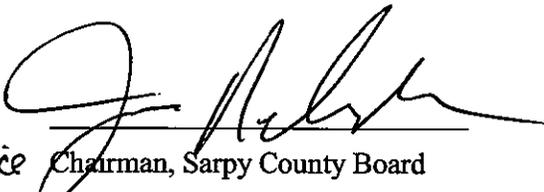
WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an Agreement has been proposed with the Omaha Council-Bluffs Metropolitan Area Planning Agency ("MAPA") to cooperate in obtaining aerial photography and digital mapping products for use by Sarpy County, and said Agreement is in the best interest of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board an Agreement with the Omaha Council-Bluffs Metropolitan Area Planning Agency ("MAPA") regarding digital map products, a copy of which is attached hereto.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 25th day of September, 2012.


Vice Chairman, Sarpy County Board


Sarpy County Clerk







Sarpy County GIS
1210 Golden Gate Drive
Papillion, Nebraska 68046



MEMORANDUM

To: County Board
From: Eric Herbert, GIS Coordinator
Subject: Aerial Photo Agreement with MAPA
Date: September 20, 2012

Attached is an agreement between MAPA and Sarpy County for the acquisition of digital aerial photography. MAPA is contracting with Pictometry International Corporation to perform the collection of oblique imagery and orthophotos in the spring of 2013. Deliverables will include 3" and 9" resolution color oblique imagery in addition to 4" color orthophotos.

I have placed this agreement on the board agenda for September 25th.

If you have any questions or would like any further details, please contact me at 593-2274.

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND SARPY COUNTY NEBRASKA TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT made and entered into this 26th day of September, 2012 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Sarpy County Nebraska.

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa (Nebraska-Iowa Regional Orthophotography Consortium), hereinafter called the NI-ROC, and MAPA officials have mutually agreed the NI-ROC area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the NI-ROC and MAPA officials have further determined that the mutual sharing of all products obtained under this agreement, as well as other non-proprietary digital data already owned by NI-ROC members, benefits all NI-ROC agencies

NOW, THEREFORE, the parties do agree that:

I.
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project). The project shall be undertaken by the Firm of Pictometry, Inc.

II.
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NI-ROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor. The Steering Committee shall select a Project Manager who will be the point of contact between MAPA and Pictometry, Inc. The Steering Committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for NI-ROC members.

III.
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this agreement will be as described in the Contract between MAPA and Pictometry, Inc. The work shall include obtaining aerial photography for the contiguous area of Cass, Dodge, Douglas, Lancaster, Sarpy, Saunders and Washington Counties, in Nebraska and Harrison, Mills and Pottawattamie Counties in Iowa. The Contractor will produce digital orthophotos, oblique imaging and other digital mapping products, as further specified in the Contract, within the mapping area.

IV.
METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with Pictometry, Inc. for completion of the contemplated work. No contract shall be signed with Pictometry, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V.
FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Pictometry, Inc.

Pictometry, Inc. shall provide regular progress reports which shall be available to all NI-ROC members via the internet. An account of Project billings and payments by MAPA shall be made available to NI-ROC members upon request.

Sarpy County shall pay MAPA a total amount of \$90,000 over a period of three fiscal years. Sarpy County shall pay \$30,000 each of three fiscal years beginning with July 2013. Payments will be made within 30 days of receipt of bill.

VI.
ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to Pictometry, Inc. Payment may be withheld if, in the opinion of the Steering Committee, Pictometry, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of services.

VII.
DURATION

This Agreement shall remain in full force and effective until December 31, 2015, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the NI-ROC prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties. This Agreement may be extended past December 31, 2015, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.

VIII.
NON-DISCRIMINATION

The parties to this Agreement shall not, in the performance of this Agreement discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

IX.
APPLICABLE LAW

Parties to this Agreement shall conform with all existing and applicable local ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

X.
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: Row Koh
Chairman

BY: M. [Signature] 10/3/12
Date

SARPY COUNTY *Vice-Chairman*
BY: [Signature]
9/25/2012

ATTEST:
BY: Renee Lunsman 9/25/12
Date

