

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN GEOGRAPHIC INFORMATION
SYSTEM INTERLOCAL COOPERATION AGREEMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, this Board had previously approved and later amended an agreements pursuant to the Interlocal Cooperation Act with the cities of Gretna, Papillion, Bellevue, LaVista and Springfield, all within Sarpy County, Nebraska, and the Papio-Missouri River Natural Resources District for the implementation and improvement of a Geographic Information System; and

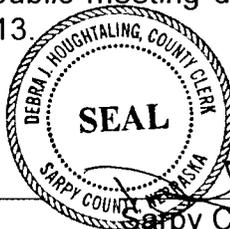
WHEREAS, an agreement has been proposed for the ongoing operations and improvement of the Geographic Information System, and said agreement is in the best interest of the citizens of Sarpy County.

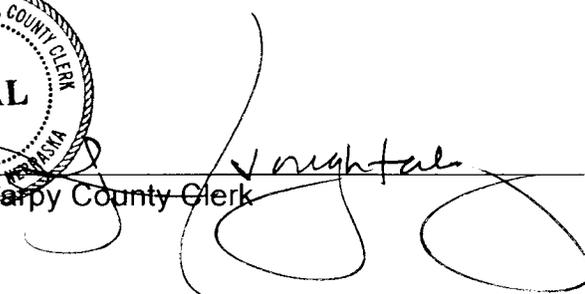
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board an agreement with the cities of Gretna, Papillion, Bellevue, LaVista and Springfield, all within Sarpy County, Nebraska, and the Papio-Missouri River Natural Resources District for the ongoing operation and improvement of a Geographic Information System, 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 16th day of July, 2013.



 Chairman, Sarpy County Board





 Sarpy County Clerk

**GIS
INTERLOCAL AGREEMENT
March 15, 2013**

This GIS Interlocal Agreement (this "Agreement") is made and entered into by and among City of Gretna, Nebraska ("Gretna"), City of Papillion, Nebraska ("Papillion"), City of Bellevue, Nebraska ("Bellevue"), City of La Vista, Nebraska ("La Vista"), City of Springfield, Nebraska ("Springfield"), (hereinafter collectively called "Cities" or a "City" when used in the singular), County of Sarpy, Nebraska, a body politic and corporate ("Sarpy"), and the Papio Missouri River Natural Resource District ("P-MRNRD"), (collectively the "Parties"; each individually a "Party").

WHEREAS:

- (A) The Parties hereto engage in the delivery of sundry services to the public supported by information regarding real estate, sewers, water, infrastructure, etc.; and,
- (B) The Parties have previously cooperated in the development and implementation of a Geographic Information System ("GIS"); and,
- (C) Each Party desires to improve the coordination, cooperation, and efficiency in rendering such services through the ongoing development and implementation of GIS; and,
- (D) Each Party understands that the development, operation and maintenance of the GIS will require a long term commitment from the Parties; and,
- (E) Additional enhancements to the GIS will be determined by the financial considerations of all Parties to this Agreement primarily based upon the recommendations of the GIS Advisory Board.

NOW, THEREFORE, in consideration of the recitals made above and in further consideration of the promises and agreements that follow,
IT IS AGREED among the Parties as follows:

1. **DEFINITIONS.** The following definitions apply to this Agreement:

1.1 **BASE MAP.** That part of the GIS containing the property, land records, and transportation geospatial datasets within Sarpy County.

1.2 **CONTRACTOR.** Has the meaning set forth in Section 3.1.

1.3 EQUIPMENT. The equipment and software which is the subject of this Agreement, to-wit: GIS related equipment and software.

1.4 FACILITIES. The GIS and Equipment housed in the Sarpy County Courthouse procured, engineered, owned, constructed, and operated and maintained pursuant to this Agreement by Sarpy including all real and personal property, including satellite antenna(s).

1.5 GIS. Has the meaning set forth in the first preamble paragraph to this Agreement.

1.6 GIS ADVISORY BOARD. Has the meaning set forth in Section 4.

1.7 RFP. Has the meaning set forth in Section 3.1.

1.8 SHARE. Has the meaning set forth in Section 3.3

1.9 WITHDRAWN PARTY. Has the meaning set forth in Section 12.2

2. SCOPE OF SERVICES PROVIDED. This Agreement describes the duties and obligations of the Parties in the development and maintenance of a GIS system and the allocation of the costs for said activities.

2.1 Each of the Cities, the P-MRNRD and Sarpy acknowledges that it is receiving or will be receiving a GIS Base Map and agrees to cooperate with the County in the development, implementation and maintenance of the system upon the terms and conditions established herein.

3. ACQUISITION AND PURCHASE.

3.1 Subject to the provisions of this Agreement, each City and P-MRNRD hereby designates Sarpy, and Sarpy agrees to serve, as its respective Equipment acquisition agent for the purposes of this Agreement. Upon the acquisition of any Equipment under this agreement, each Party's cost, as applicable, under this Agreement shall be upon the terms, conditions and cost as evidenced by the successful bidder's proposal.

3.2 Sarpy will take all steps reasonably necessary for the functioning and operation of the GIS.

3.3 For the purposes of this Agreement, the pro rata GIS cost sharing per Party is based upon the average of following

3.3.1 For each Party, the number of parcels within the corporate/county limits compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.2 For each Party, the number of parcels within the extraterritorial (zoning) jurisdiction compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.3 The average of the number produced by the application of 3.3.1 and 3.3.2, rounded to the nearest 1/10 of a percent shall be each Party's pro rata share. The cost sharing formula and cost shares are displayed in Exhibit A.

3.4 The number of land parcels in each Party's jurisdiction, and thus the resulting cost Shares, is hereby based upon the January 1, 2013 parcel data and city limits/jurisdictional boundaries which exists as of the date of this Agreement.

3.5 The operational expenses will reflect 100% of the salary of the GIS Technician. The salary will be increased annually by 2.5% of the Technician salary.

3.6 Should the P-MRNRD contribute to the operational expenses, their contribution will be subtracted from the total operational expenses amount for the fiscal year. The shares for the cities and counties will then decrease proportionally each year the P-MRNRD participates.

3.7 The 2013 Nebraska-Iowa Regional Orthophoto Consortium (NIROC) imagery acquisition costs will be divided pro rata over the first three years of the agreement (FY2014-FY2016). If the GIS Advisory Board proceeds with a second imagery acquisition in 2016, the costs for the second project will be divided pro rata over the last three years of the agreement (FY2017-FY2019). Aerial photography shares will be calculated based off the percentage of sectors within the jurisdiction of each Party as displayed in Exhibit B.

3.8 Sarpy will send an invoice to each Party for the amount of its respective Share by October 15th of each year. Each Party shall pay the amount of its respective Share within forty five (45) days after receipt of an invoice therefore.

3.9 Should a Party fail to timely pay its Share, Sarpy may terminate services upon forty five (45) days written notice by Sarpy to the non-paying Party.

4. GIS ADVISORY BOARD.

4.1 A GIS Advisory Board is hereby created to facilitate the purchase, installation, development, operation and management of the GIS (the "Board's Mission"). The GIS Advisory Board may adopt such rules for its functions as the GIS Advisory Board deems necessary to carry out the applicable provisions of this Agreement.

4.2 Each Party will appoint one (1) GIS Advisory Board member and will notify the Sarpy County Clerk of same in writing upon each appointment. Each member appointment shall be effective as the Sarpy County Clerk is notified and each such member shall serve at the pleasure of their respective governing body. Replacement members shall be appointed by the respective applicable Party. Each Party may appoint an alternate member by giving notice in writing to the Sarpy County Clerk. The alternate member may attend all GIS Advisory Board meetings. The alternate member shall be allowed to vote only when the primary member from his/her respective governing body is absent from the Board meeting.

4.3 The Advisory Board shall:

- a. meet as necessary to share information and to fulfill the Board's Mission; and,
- b. appoint the GIS Technical Committee to advise the Board on software and system upgrades, operations, and standards.

4.4 Identify emerging enhancements for the GIS System and/or use. From time to time determine whether such technological levels should be changed.

4.5 Be familiar with the current level of GIS service technology and use and offer assistance and advice during reviews of technological levels as an aid in determining whether to change such technology levels at any level of service.

5. DUTIES OF SARPY. To carry out the faithful performance of this Agreement, Sarpy shall:

5.1 Provide facilities and staff in the Sarpy County Courthouse or other similar space and install and operate the GIS;

5.2 Maintain, keep and determine that the facilities, Base Map and Equipment are current and functional to deliver GIS services;

5.3 Maintain, keep and determine that Sarpy Information Systems personnel and/or GIS related personnel are currently trained and provide such upgrades and retraining as necessary to competently and adequately deliver GIS services;

5.4 Collect, account for and safeguard all GIS related funds;

5.5 Provide each Party with access to and a report of the financial acts and doings as such relate to revenues and expenses relating to the GIS;

5.6 Provide each Party with access to the GIS;

5.7 Provide each Party with all records or data necessary to develop and maintain data bases for the GIS;

5.8 Continue to control and furnish the operation of GIS services during the term of this Agreement in accord with sound public service standards and the standard operating procedures to be defined by the GIS Advisory Board; and

5.9 Maintain such types, kinds, and amounts of insurance to insure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold each Party and their governing body harmless from loss or expense resulting from Sarpy's negligent acts or the negligent acts of its personnel.

6. DUTIES OF THE PARTIES. To carry out the faithful performance of this Agreement, each Party agrees at its cost to:

6.1 Maintain, keep and determine that its facilities, property, and Equipment are reasonably current and functional to operate GIS services as applicable.

6.2 Maintain, keep and determine that its personnel are currently trained, together with such upgrading and retraining as are necessary to operate GIS services as applicable.

6.3 Provide Sarpy County GIS personnel or contracted agency with all records or data necessary to develop and maintain data bases for the GIS.

7. GOVERNING LAW. The governing law of the State of Nebraska shall apply concerning the validity, construction, interpretation and effect of this Agreement. To the extent any provision herein is inadvertently inconsistent, conflicts with, or because of legislative amendment becomes contrary to any provision of legislation, such legislative provisions shall prevail and this Agreement shall be construed to the end that it be and become in conformity to such legislation.

7.1 To the extent any provision herein is declared to be void by final decision of a court, such event shall not constitute a cessation of this Agreement. Each Party will be responsible for carrying out the faithful performance of the remaining Agreement provisions. Each Party hereto represents and declares that it has, by acts of business, taken all steps necessary or required to authorize the execution of this Agreement and implement or carry out its several rights, duties, or obligations contained herein.

8. COMMENCEMENT DATE. This Agreement begins upon execution by all Parties by **July 1st, 2013**.

9. **TERM.** This Agreement begins upon its execution by all Parties and shall terminate **June 30th, 2019**. In the event a Party becomes a Withdrawn Party, this Agreement will continue with the continuing Parties.

10. **AUTHORITY TO CONTRACT.** Each Party acknowledges and declares that the relationship created herein is that of independent contractor.

10.1 Each Party to this Agreement is authorized pursuant to the Interlocal Cooperation Act of the State of Nebraska to enter into this Agreement, found at 13-801 et. Seq. Neb. Rev. Stat., '43, Reissue 1991.

11. **ENTIRETY AND AMENDMENTS.** This agreement supersedes all prior agreements, whether oral or written, relating to the subject matter hereof. This Agreement contains the entire agreement between the Parties hereto and the terms are contractual and not a mere recital. There are no further agreements or understandings between the Parties other than those expressed herein. An amendment to this Agreement occurs when in writing and signed by all of the Parties hereto.

12. **TERMINATION OR WITHDRAWAL.** Each Party will faithfully attempt to provide its respective GIS service functions continuously and without termination.

12.1 In the event that Sarpy intends to so withdraw, it shall provide a one (1) year advance withdrawal notice to the Cities and P-MRNRD whereby its service area users will have the opportunity to select a new GIS service provider.

12.2 Notwithstanding anything in this Agreement to the contrary, any Party may Withdraw from the Agreement ("Withdrawn Party") without further obligation and such Withdrawn Party shall have absolute right to access and possess copies of any and all work, data and other information generated in connection with establishing and creating the Base Map, including, but not limited to, computer programs and models.

12.3 In the event a Party becomes a Withdrawn Party, any and all additions, deletions, modifications, upgrades, and/or other alterations made to the Base Map, or any portion of a Party's geospatial land database, by the Withdrawn Party shall be made available to all other Parties.

12.4 In the event a Party becomes a Withdrawn Party, the cost share of the withdrawn party will be reallocated amongst the remaining parties the following year, in the same manner as described in 3.3 above.

12.5 In the event a Party becomes a Withdrawn Party, any remaining outstanding Aerial Photography Shares for the term of agreement will be due.

E-Mail: Dan.Berlowitz@bellevue.net

If to La Vista:

City of La Vista
Attn: Pam Buethe
City Clerk
Telephone: (402) 331-4343
Facsimile: (402) 331-4375
E-Mail: pbuethe@ci.la-vista.ne.us

If to Springfield:

City of Springfield
Attn: Kathleen Gottsch
City Clerk
Telephone: (402) 253-2204
Facsimile: (402) 253-2204
E-Mail: kathleencityofspringfield@yahoo.com

If to Sarpy:

Sarpy County
Attn: Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895
Telephone: (402) 593-5915
Facsimile: (402) 593-4360
E-Mail: clerk@sarpy.com

If to P-MRNRD:

Papio-Missouri River Natural Resources District
Attn: John Winkler
General Manager
8901 South 154th Street
Omaha, Nebraska 68138
Telephone: (402) 444-6222
Facsimile: (402) 895-6543
E-Mail: jwinkler@papionrd.org

This Agreement was executed in seven (7) duplicate originals as of this
16th day of July, 2013.

Exhibit A - GIS Coalition Funding Breakdown

Member	# Parcels in Limits	% Parcels in Limits	# Parcels in Jurisdiction	% Parcels in Zoning Jurisdiction	Total %
Sarpy County	59011	66.2%	11895	20.2%	43.2%
Bellevue	17123	19.2%	22775	38.6%	28.9%
Gretna	1721	1.9%	3739	6.3%	4.1%
La Vista	4477	5.0%	7890	13.4%	9.2%
Papillion	6084	6.8%	11825	20.0%	13.4%
Springfield	668	0.7%	887	1.5%	1.1%
	89084		59011		

**Calculated 1/4/2013 using parcel data from 1/1/2013 for reference*

Annual Cost Shares FY2014-FY2016								
Member	% Share	Operations Share*			Aerial Photo Share **	Total Cost Share		
		FY14	FY15	FY16		FY14	FY15	FY16
Sarpy County	43.20%	\$25,353	\$25,987	\$26,636	\$14,948	\$40,301	\$40,935	\$41,585
Bellevue	28.91%	\$16,965	\$17,390	\$17,824	\$5,917	\$22,882	\$23,307	\$23,741
Gretna	4.13%	\$2,426	\$2,487	\$2,549	\$2,543	\$4,969	\$5,030	\$5,092
La Vista	9.20%	\$5,398	\$5,533	\$5,671	\$1,817	\$7,215	\$7,350	\$7,488
Papillion	13.43%	\$7,884	\$8,081	\$8,283	\$3,529	\$11,414	\$11,611	\$11,813
Springfield	1.13%	\$661	\$678	\$695	\$1,246	\$1,907	\$1,924	\$1,941
TOTAL		\$58,688	\$60,155	\$61,659	\$30,000	\$88,688	\$90,156	\$91,659

* Total operations contributions reflects GIS Technician salary; increased annually by 2.5%

** Aerial photo share - 2013 NIROC aerial photography project divided pro rata over first three years of agreement; see Exhibit B

Governing Body:

CITY OF GRETNA



A handwritten signature in black ink, consisting of a large, sweeping initial followed by several smaller, connected letters.

Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Amanda K. Jordan".

City Clerk



SEAL

Governing Body:

CITY OF PAPIILLION

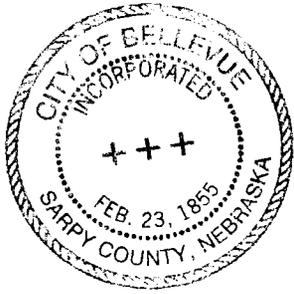


Mayor

ATTEST:



City Clerk



SEAL

Governing Body:

CITY OF BELLEVUE

Steve Sandberg
Mayor

ATTEST:

Lay Damman
City Clerk

APPROVED AS TO FORM:

Paul Keller
Bellevue City Attorney



Governing Body:

CITY OF LAVISTA

Mayor

ATTEST:

City Clerk

Governing Body:

CITY OF SPRINGFIELD

SEAL





Mayor

ATTEST:

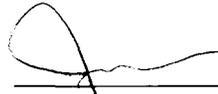


City Clerk

Governing Body:

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

SEAL



General Manager

ATTEST:

Penny Burch 6-20-13

Secretary

Governing Body:
SARPY COUNTY

SEAL

Smillane 7-16-13

Chairman, Board of Commissioners



ATTEST:

[Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
Sarpy County Attorney