

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 4, 2013 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT – 2013 GIS COALITION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an Interlocal Cooperation Agreement for the 2013 Geographic Information System (GIS) Coalition.

FISCAL IMPACT

La Vista's participation in FY 13/14 - \$7,215; FY 14/15 - \$7,350; FY 15/16 - \$7,488. Future funding for this agreement will be split between the General Fund and Sewer Fund (70%/30%).

RECOMMENDATION

Approval

BACKGROUND

On March 5, 2002, the City Council passed Resolution No. 02-022 authorizing the Mayor to execute an Interlocal Cooperation Agreement with Sarpy County, the cities of Gretna, Papillion, Springfield and Bellevue, and the Papio Missouri River Natural Resources District for the development and implementation of a Geographic Information System (GIS). On October 2, 2007, the City Council passed Resolution No. 07-106 updating the GIS Interlocal Agreement and creating a coalition GIS user group.

The GIS coalition continues to consist of the City of Gretna, City of Papillion, City of Bellevue, City of Springfield, City of La Vista, County of Sarpy, and the Papio Missouri River Natural Resource District.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, THE PAPIO MISSOURI RIVER NATURAL RESOURCES DISTRICT, AND THE CITIES OF GRETNA, PAPILLION, BELLEVUE, AND SPRINGFIELD FOR IMPLEMENTATION OF THE 2013 GEOGRAPHIC INFORMATION SYSTEM (GIS) COALITION.

WHEREAS, each Party to the GIS Interlocal Cooperation Agreement is authorized pursuant to the Interlocal Cooperation Act of the State of Nebraska to enter into such Agreement, found at 13-801 et. Seq. Neb. Rev. Stat., '43, Reissue 1991; and

WHEREAS, each Party engages in the delivery of sundry services to the public supported by information regarding real estate, sewers, water, infrastructure, etc; and

WHEREAS, each Party desires to improve the coordination, cooperation, and efficiency in rendering such services through the ongoing development and implementation of a Geographic Information System (GIS); and

WHEREAS, the Parties have previously cooperated in the development and implementation of a Geographic Information System (GIS) Coalition; and

WHEREAS, each Party understands that the development, operation and maintenance of the GIS will require long term commitment from the Parties; and

WHEREAS, additional enhancements to the GIS will be determined by the financial considerations of all Parties to the Agreement primarily based upon the recommendations of the GIS Advisory Board.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the La Vista, Nebraska, hereby approves the Interlocal Cooperation Agreement for the 2007 Geographic Information System (GIS) Coalition and authorized the Mayor to execute said agreement.

PASSED AND APPROVED THIS 4TH DAY OF JUNE, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buehe, CMC
City 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.

13. **ASSIGNMENT.** Assignment or substitution by assignment or substitution by termination in 12 above by Sarpy shall not be allowed without prior written consent of each City and P-MRNRD. Written consent is only effective when the terms of paragraph 12 above are followed.

14. **AUTHORITY TO ACT.** Each Party hereto declares that it has by regular acts of business taken all steps and passed all resolution(s)/ordinances(s) which are legally necessary or required to authorize this Agreement and the rights, duties, and obligations herein. Each Party represents and warrants that each has the power and authority to enter into this Agreement, perform its obligations, incur expenditures or debt, and to consummate the contemplated transactions.

15. **NOTICE AND CONTACT PERSON.** Except as otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given under this Agreement shall be in writing, addressed to the Parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by facsimile, or by e-mail, certified or registered mail, postage prepaid, return receipt requested. Provided that all notices and other communications sent by e-mail shall not be effective unless followed up the same day by registered mail, postage prepaid, return receipt requested. The addresses of the Parties are as follows:

If to Gretna:

City of Gretna
Attn: Jeff Kooistra
City Administrator
Telephone: (402) 332-3336 x 204
Facsimile: (402) 332-5631
E-Mail: jeff@cityofgretna.com

If to Papillion:

City of Papillion
Attn: Dan Hoins
City Administrator
Telephone: (402) 597-2000
Facsimile: (402) 339-0670
E-Mail: dhoins@papillion.org

If to Bellevue:

City of Bellevue
Attn: Dan Berlowitz
City Administrator
210 West Mission Avenue
Bellevue, Nebraska 68005
Telephone: (402) 293-3021
Facsimile: (402) 293-3058

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@papiomrd.org

This Agreement was executed in seven (7) duplicate originals as of this
_____ day of _____, 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

Exhibit B -2013 NIROC Oblique & Ortho Photography Cost Shares						
Overall Projects Cost:		# Sectors	Cost	Per Sector Cost		
		289	\$90,000	\$311		
2013 NIROC Cost Breakdown:						
Jurisdiction	Sectors	\$/Sector	Extended	Annual (for 3-yr)	% Total	Sum
Bellevue	40	\$311	\$12,456.75	\$4,152.25	13.8%	\$5,916.96
Bellevue 50/50	34	\$156	\$5,294.12	\$1,764.71	5.9%	19.7%
Gretna	14	\$311	\$4,359.86	\$1,453.29	4.8%	\$2,543.25
Gretna 50/50	21	\$156	\$3,269.90	\$1,089.97	3.6%	8.5%
La Vista	15	\$311	\$4,671.28	\$1,557.09	5.2%	\$1,816.61
La Vista 50/50	5	\$156	\$778.55	\$259.52	0.9%	6.1%
Papillion	19	\$311	\$5,916.96	\$1,972.32	6.6%	\$3,529.41
Papillion 50/50	30	\$156	\$4,671.28	\$1,557.09	5.2%	11.8%
Springfield	6	\$311	\$1,868.51	\$622.84	2.1%	\$1,245.67
Springfield 50/50	12	\$156	\$1,868.51	\$622.84	2.1%	4.2%
Sarpy 50/50	102	\$156	\$15,882.35	\$5,294.12	17.6%	\$14,948.10
Sarpy	93	\$311	\$28,961.94	\$9,653.98	32.2%	49.8%
			\$90,000.00	\$30,000.00	100.0%	
Note(s):						
1. Based on Pictometry flight sector grid						
2. City is responsible for sectors within corporate limits						
3. City/county split costs for those sectors in municipal ETJ						
4. County is responsible for sectors outside ETJ						
5. Countywide 3" & 9" color obliques; 4" & 9" orthos						

Governing Body:

CITY OF GRETNA

SEAL

Mayor

ATTEST:

City Clerk

Governing Body:

CITY OF PAPILLION

SEAL

Mayor

ATTEST:

City Clerk

Governing Body:

CITY OF BELLEVUE

SEAL

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bellevue City Attorney

Governing Body:

CITY OF LAVISTA

SEAL

Mayor

ATTEST:

City Clerk

Governing Body:

CITY OF SPRINGFIELD

SEAL

Mayor

ATTEST:

City Clerk

Governing Body:

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

SEAL

Chairman, Board of Directors

ATTEST:

Secretary

Governing Body:
SARPY COUNTY

SEAL

Chairman, Board of Commissioners

ATTEST:

County Clerk

APPROVED AS TO FORM:

Sarpy County Attorney