

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 2, 2007 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT – 2007 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 2007 Geographic Information System (GIS) Coalition.

FISCAL IMPACT

In FY 2007/08, the cost for La Vista's participation is \$8,874.00. Funds were budgeted in the General Fund (Administration) and Sewer Fund.

RECOMMENDATION

Approval

BACKGROUND

On November 6, 2007, the City Council passed Resolution No. 01-149 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).

The Sarpy County GIS Coalition has been very successful since its inception. Phase I of the project resulted in the creation of a base map and obtaining the necessary equipment, and Phase II included digital aerial photography and contours; training for users; technical support; and Sarpy County creating and maintaining GIS data and projects for municipalities. The 2007 Interlocal Cooperation Agreement will provide for the continued growth and development of GIS and related geospatial solutions for the next five years. Significant changes in the new agreement include the creation of a coalition GIS user group and a new formula to calculate the cost shares among all coalition members.

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 CITIES OF GRETNA, PAPILLION, BELLEVUE, AND SPRINGFIELD FOR IMPLEMENTATION OF THE 2007 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 development and implementation of a Geographic Information System (GIS); and

WHEREAS, the Parties had previously entered into an agreement for the first and second phase ("Phase I" and "Phase II") of achieving the GIS being the creation of a base map; obtaining related equipment necessary to utilize it; training for users; technical support; obtaining digital aerial photography and contours and creating and maintaining GIS data and projects for municipalities; and

WHEREAS, the Parties desire to enter into an additional agreement for future needs and enhancements to the GIS as determined by the GIS User Group; and

WHEREAS, the Parties desire to establish the parameters for the design, acquisition installation, operation, participation, management, duration and cost thereof; 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 phases and enhancement to the GIS will be determined by the financial considerations of all Parties to the Agreement primarily based upon the recommendations of the GIS User Group.

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 _____ DAY OF _____, 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

MEMO

To: Sarpy County GIS Coalition

From: Eric Herbert
GIS Coordinator

Re: 2007 GIS Coalition Interlocal Agreement

Attached is the 2007 GIS Coalition Interlocal Agreement. The interlocal agreement paves the way for the continued growth and development of GIS and related geospatial solutions for the next five years. A couple of important changes from the interlocal agreement include the creation of a coalition GIS user group and the implementation of a new formula to better calculate the cost shares amongst all coalition members.

Also attached is a brief description of the services provided to the GIS Coalition members by the GIS department. All coalition members receive desktop GIS software support, server-side software hosting, base-layer data updates and access, application development, project planning and implementation management and assistance, as well as other various services. The services document should provide an overview of each service item that is provided to all members.

Whenever possible the GIS department will seek grant funds to offset the costs placed upon the Coalition. This has proved to be an excellent funding source for geospatial projects, such as the current acquisition of aerial photography and planimetrics data throughout the county.

Please contact me at 593-2274 if you have any questions prior to the report.

April 10, 2007

Eric Herbert

Eric Herbert
GIS Coordinator

Sarpy GIS Services for Coalition Members

Data:

Sarpy County continuously updates the base data layers (streets, parcels, lots, corporate/jurisdictional limits, zoning, etc.) & makes the data available for use by the cities. The number of data layers continues to grow as the coalition progresses, now including information such as crime data, sex offenders, election information, points of interest, etc. The county will continue with the upkeep of these layers and share the information with coalition members.

Hardware & Software:

Sarpy County has acquired the servers and software to effectively & efficiently host the GIS data at a central location. This data is served the data to the coalition members through existing network connections and via the internet. The GIS department budgets for the costs of the servers solely used for GIS purposes. Approximately \$5000/year is spent on server-related costs.

The applications that reside on the GIS servers originally cost approximately \$30,000. These software components allow for spatial database storage and management and the map generation of the data for website applications. The ongoing maintenance costs for the server software currently totals \$7250. Sarpy County GIS personnel ensure the software is kept current with upgrades and that performance is maximized. To realize this goal, department personnel attend annual training to stay on track with advances in technology as they occur.

Coalition members that currently own ArcView GIS licenses can expect to receive a maintenance invoice from ESRI. I would recommend keeping current with the software maintenance to avoid conflicts with data access in the future. The maintenance costs for the ArcView software is \$700 for the first seat, plus \$500/seat for each additional. Please contact the department if you have other ESRI software and would like to know the maintenance costs.

In the next two years, the GIS department recommends the investment in ArcGIS Server, a new server-side application that would allow a multitude of desktop-type applications to be developed. This could potentially limit the number of desktop seats of GIS software needed throughout each city and the county.

Application Development:

Sarpy County GIS has continually put development efforts into various desktop, mobile, and internet applications for use by the county, cities, and public. Mobile applications

have been created for the public works departments to GPS storm sewers and signs, while a similar application allows fire departments to GPS hydrant locations. The department has created the applications, loaded them onto the GPS equipment, and has allowed coalition members to use the equipment in the field.

The majority of development efforts will be focused on creating improvements for the existing website applications as well as creating new web applications to meet the needs of the coalition members. Proposed new web applications include a law-enforcement crime analysis site and a planning/zoning website. These applications will be customized to better fit the needs of the primary users, opposed to the existing SIMS/SIMPS applications that are designed to meet the basic needs of all users.

Projects:

The GIS department performs project maintenance for the geospatial projects and portions of projects that involve all coalition members. The department assists the individual coalition members with the planning and management of individual projects as well, such as a few GPS data collection projects that have taken place.

Examples of current and recent projects include:

- E-911 Map Books – custom map book series created for fire departments; allows for quick & comprehensive address/street lookup. These currently serve their purpose well and will provide an excellent backup to the software utilized on the mobile data computers on the police and fire vehicles.
- Aerial Photography – current regional project that includes 6" color and grayscale orthophotography for all of Sarpy County; coalition's share 100% funded through UASI funds allocated to the geospatial sub-committee. The deliverables also include building footprint polygons, which will be very beneficial to future projects involving permitting and emergency response. The total benefit to the coalition is approximately \$60,000.
- Addressing standardization – in an effort to provide better 911 response and coherent addresses throughout the county, the GIS department has created a set of addressing standards. We are currently working with coalition members to ensure systematic addressing policies are implemented as development continues.

**GIS
INTERLOCAL AGREEMENT**
March 28, 2007

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 phases and enhancement 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 above made 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 Phase One of the GIS necessary to map geospatial land databases 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 and 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 PHASE ONE. Has the meaning set forth in the preamble to this Agreement.

1.8 PHASE TWO. After Phase One, the future needs and enhancements to the GIS as determined by the GIS Advisory Board.

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

1.10 SHARE. Has the meaning set forth in Section 3.3.

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

2. SCOPE OF SERVICES PROVIDED. This Agreement provides each City and P-MRNRD concurrence and the cost allocations therefore.

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 The pro rata GIS cost sharing per Party is based upon the average of following factors: percentage of land parcels within corporate/county limits, percentage of total valuation within corporate/county limits, percentage of land parcels within zoning jurisdiction, percentage of total valuation within zoning jurisdiction, and the number of desktop GIS clients supported within each Party. 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 previous year Assessor parcel data and city limits/jurisdictional boundaries which exists as of the date of this Agreement.

3.5 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.

3.6 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 On or before September 15th of each year, adopt the GIS Coalition budget taking into account a prior recommendation of approval given by the GIS Advisory Board by June 1st of each year, which budget shall generally itemize GIS costs, together with installation, maintenance or operating charges relating thereto. Such annual budget shall be prorated and each Party's Share shall be due and payable pursuant to Section 3.

5.7 Provide each Party with access to the GIS;

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

5.9 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

5.10 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 October 15th, 2007.

9. **TERM.** This Agreement begins upon its execution by all Parties and shall terminate after five (5) years plus that additional period which shall be necessary to enable the term of this Agreement to end on the last day of Sarpy's fiscal year. 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 subsequent to the completion of Phase One ("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.**

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: Colleen Lawry
City Clerk

Telephone: (402) 332-3336 x 5
Facsimile: (402) 332-5631
E-Mail: cityclerk@cityofgretna.com

If to Papillion:

City of Papillion
Attn: Dan Hoins

Telephone: (402) 597-2000
Facsimile: (402) 339-0670
E-Mail: dhoins@papillion.org

If to Bellevue:

City of Bellevue
Attn: Gary Troutman
City Administrator
210 West Mission Avenue
Bellevue, Nebraska 68005
Telephone: (402) 293-3021
Facsimile: (402) 293-3058
E-Mail: gary@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: Colleen Keleher
City Clerk/Treasurer

Telephone: (402) 253-2204
Facsimile: (402) 253-2204
E-Mail:

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 day of _____, 2007.

Governing Body:

CITY OF GRETNNA

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:

PATIO-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

EXHIBIT
"A"
To GIS Interlocal Agreement

COST SHARE FORMULA

Member	# Parcels in Limits*	% Parcels in Limits	Total Valuation in Limits*	% Total Valuation in Limits	# Parcels Zoning Jurisdiction on	% Parcels in Zoning Jurisdiction	Total Valuation Zoning Jurisdiction	% Total Valuation Zoning Jurisdiction	# Desktop P Clients	% Desktop Clients	Total %
Sarpy County	58095	69.0%	\$9,323,939,366	69.5%	11131	19.2%	\$1,930,888,534	20.7%	9	23.1%	40.3%
Bellevue	15088	17.9%	\$2,179,842,480	16.2%	22536	38.8%	\$3,338,939,785	35.8%	11	28.2%	27.4%
Gretna	1271	1.5%	\$185,192,017	1.4%	4207	7.2%	\$634,828,492	6.8%	0	0.0%	3.4%
LaVista	3604	4.3%	\$649,021,670	4.8%	7886	13.6%	\$1,519,867,142	16.3%	6	15.4%	10.9%
Papillion	5548	6.6%	\$1,023,232,040	7.6%	11464	19.7%	\$1,797,511,572	19.3%	13	33.3%	17.3%
Springfield	609	0.7%	\$61,408,703	0.5%	871	1.5%	\$101,903,841	1.1%	0	0.0%	0.8%
TOTAL	84215		\$13,422,636,276		58095		\$9,323,939,366		39		

*The total number of parcels within Sarpy County is attributed to the county's share

Calculated 2/21/2007

COST SHARES

Member	% Share	Operations Share*	Special Projects Share**	TOTAL SHARE
Sarpy County	40.3%	\$32,868	\$0	\$32,868
Bellevue	27.4%	\$22,352	\$0	\$22,352
Gretna	3.4%	\$2,764	\$0	\$2,764
LaVista	10.9%	\$8,874	\$0	\$8,874
Papillion	17.3%	\$14,126	\$0	\$14,126
Springfield	0.8%	\$616	\$0	\$616
TOTAL		\$81,600	\$0	\$81,600

*TOTAL COALITION OPERATIONS CONTRIBUTIONS FUND GIS TECHNICIAN & 25% GIS SPECIALIST SALARIES

**2007-2008 COALITION SPECIAL PROJECTS 100% FUNDED THROUGH GRANT FUNDS