

Agenda Item: 11.

Memorandum

To: Programs, Projects, and Operations Subcommittee
From: Brian L. Henkel, Groundwater Management Engineer
Date: May 03, 2013
Re: Review and Recommendation on the MAPA Funding Agreement to Provide Aerial Imagery:

The District has participated in the Nebraska/Iowa Regional Ortho-photo Consortium (NIROC) through the Metropolitan Area Planning Agency (MAPA) since 2004. NIROC provides high resolution aerial imagery over portions of the District on a three year cycle. The NIROC flight area for this cycle includes Washington, Douglas and Sarpy Counties. The proposed funding agreement (attached) maintains the District's contribution at \$50,000. The agreement also provides that the District is billed for its contribution over two fiscal years.

Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed funding contract with MAPA to provide aerial services through NIROC for a maximum fee of \$50,000, subject to changes deemed necessary by the General Manager and approval as to form by District legal counsel.

Douglas County, NE
Bennington
Boys Town
Omaha
Omaha City Council
Ralston
Valley
Waterloo

Sarpy County, NE
Bellevue
Gretna
La Vista
Papillion
Springfield

Washington County, NE
Arlington
Blair
Fort Calhoun
Herman
Kennard
Washington

Mills County, IA
Emerson
Glenwood
Hastings
Henderson
Malvern
Pacific Junction
Silver City

Pottawattamie County, IA
Avoca
Carson
Carter Lake
Council Bluffs
Crescent
Hancock
Macedonia
McClelland
Minden
Neola
Oakland
Treynor
Underwood
Walnut

Bellevue Public Schools
Council Bluffs Airport
Authority
Council Bluffs Planning
Commission
Golden Hills Resource
Conservation & Development
District
Iowa Western Community
College
Metro Area Transit
Metropolitan Community
College
Metropolitan Utilities District
Miliard Public Schools
Miliard Suburban Fire District
Omaha Airport Authority
Omaha Housing Authority
Omaha Planning Board
Omaha Public Power District
Papillion / La Vista Public
Schools
Papio - Missouri River
Natural Resources District
Pony Creek Drainage
District
Ralston Public Schools
Valley Fire Protection
District #5

METROPOLITAN AREA PLANNING AGENCY

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Phone: (402) 444-6866 Fax: (402) 342-0949
Email: mapa@mapacog.org www.mapacog.org
In the MAPA Region: 1-800-827-6866



March 29, 2013

APR 1 2013

Brian Henkel
Papio-Missouri River NRD
8901 S. 154th Street
Omaha, Nebraska 68138

Dear NI-ROC Member:

Enclosed are two copies of the agreement between MAPA and the Papio Missouri River NRD for the funding of 2013 Nebraska Iowa Regional Orthophotography Consortium (NI-ROC) project. Please sign both and send one back to us.

An invoice will be sent reflecting the Papio Missouri River NRD's request to be invoiced \$25,000 in fiscal year 2014 and \$25,000 in fiscal year 2015 with a total funding amount of \$50,000. Please contact me with any questions or concerns.

Sincerely,

Melissa K. Engel
Administrative Services Manager

MKE:pjm

Enc.

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND THE PAPIO-MISSOURI RIVER NRD TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT made and entered into this _____ day of _____, 2013 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and the Papio-Missouri River NRD.

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.

The Papio-Missouri River NRD shall pay MAPA a total amount of \$50,000 over a period of three fiscal years. \$25,000 will be paid in FY 2014 and \$25,000 in FY 2015. 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

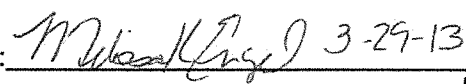
This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing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

BY:  3-29-13
Date

PAPIO-MISSOURI RIVER NRD

ATTEST:

BY: _____

BY: _____
Date