

Memorandum

To: PPO Subcommittee

Re: Aerial Photography Agreement with MAPA

Date: April 5, 2007

From: Paul Woodward, Water Resources Engineer

Over the past several years, the District has been involved with several city, county and state agencies to produce new aerial photography and expand Natural Resource GIS data availability. Currently, MAPA is in the process of obtaining 6" aerial photography for much of the District including Douglas, Sarpy, and Washington County (see attached map). The total project will cover nearly 8200 square miles in Nebraska and Iowa and is being performed by GE/M.J. Harden Associates, Inc. for a total cost of around \$1,160,000. The District's total cost-share is set at \$50,000 (\$25,000 in FY 07 and 08) and a comprehensive list of all 21 participants is attached.

The proposed agreement between the District and MAPA is enclosed for your consideration and would commit the NRD to pay \$25,000 this fiscal year and \$25,000 next fiscal year. A steering committee, made up of five knowledgeable representatives from the cities and counties, will assist MAPA in managing the contract. The District has previously participated in obtaining aerial photography for the area since 1995.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Interlocal Agreement to obtain digital map products with the Metropolitan Area Planning Agency for the sum of \$50,000, subject to minor changes deemed necessary by the General Manger and approved to form by District legal council.

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 _____, 2007 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 Mapping Firm of GE/M.J. Harden Associates, 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 GE/M.J. Harden Associates, 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 GE/M.J. Harden Associates, Inc. The work shall include obtaining aerial photography for the contiguous area of Cass, Dodge, Douglas, Lancaster, Sarpy, Saunders and Washington Counties, and Nebraska City in Nebraska and Mills and Pottawattamie Counties in Iowa, and the non-contiguous areas of Adams, Buffalo, and Madison Counties and the cities of Columbus, Grand Island, Kearney, and Norfolk in Nebraska. All of Washington, Douglas, Sarpy, Cass and Lancaster Counties, and Nebraska City have been selected for new building polygon creation. Pottawattamie County will receive updates to its existing building footprints. The Contractor will produce digital orthophotos 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 GE/M.J. Harden Associates, Inc. GE/M.J. Harden Associates, Inc. who is recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with GE/M.J. Harden Associates, Inc. for completion of the contemplated work. No contract shall be signed with GE/M.J. Harden Associates, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by GE/M.J. Harden Associates, 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 GE/M.J. Harden Associates, Inc.

GE/M.J. Harden Associates, 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.

MAPA shall bill the Papio-Missouri River NRD as agreed upon. The Papio-Missouri River NRD shall pay MAPA a total amount of \$50,000.00 in equal payments over a period of two fiscal years. 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 GE/M.J. Harden Associates, Inc. Payment may be withheld if, in the opinion of the Steering Committee, GE/M.J. Harden Associates, 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 March 31, 2008, 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 March 31, 2008, 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: _____
Chairman

BY: _____
Date

PAPIO-MISSOURI RIVER NRD

ATTEST:

BY: _____
General Manager

BY: _____
Date

APPROVED AS TO FORM

MAPA Legal Council

Date

FUNDING PARTICIPATION FOR 2007 ORTHO PROJECT

4/5/2007

Agency	2004 Cost Share	2007 Cost Share	Difference	Notes	Contact
Local					
Douglas/Washington/Sarpy Counties	\$ 333,500	\$ 250,000	\$ (83,500)	DHS (UASI) Grant	Mike Schontau
Pottawattamie County	\$ 261,000	\$ 109,000	\$ (152,000)	two fiscal years	David Bayer
Nebraska City	\$ -	\$ 7,000	\$ 7,000		Steve Bovick
Mills County	\$ -	\$ 20,000	\$ 20,000		Jim Ebmeler?
Douglas County Assessor	\$ -	\$ 15,000	\$ 15,000	bill before March 2007	Dan Sims
Cass County	\$ -	\$ 50,000	\$ 50,000	two fiscal years	Robert Van Dyne
City of Lincoln/Lancaster County	\$ -	\$ 75,000	\$ 75,000	two fiscal years	Jim Langtry
City of Fremont	\$ 12,000	\$ -	\$ (12,000)		
Papio Mo River NRD	\$ 70,000	\$ 50,000	\$ (20,000)	two fiscal years	Paul Woodward
MAPA	\$ 250,000	\$ 150,000	\$ (100,000)	two fiscal years	Paul Mullien
Omaha Airport Authority	\$ 15,000	\$ 15,000	\$ -		Dave Roth
Lower Platte North NRD	\$ -	\$ 15,000	\$ 15,000	two fiscal years	John Myoshi
Lower Platte South NRD	\$ -	\$ 10,000	\$ 10,000	two fiscal years	Anna Stambaugh/Shelda Ross
Regional					
MUD	\$ 15,000	\$ 20,000	\$ 5,000	budgeted for 2007	Debbie Fern/Dan Pfeiffer
OPPD	\$ -	\$ 10,000	\$ 10,000		Gail Paschenko/Mike Lokey
Lincoln Water	\$ -	\$ -	\$ -	in cooperation with Lincoln/Lancaster (see above)	Jim Langtry
Lincoln Electric Systems	\$ -	\$ -	\$ -	in cooperation with Lincoln/Lancaster (see above)	Jim Langtry
Utilities					
NDOR	\$ 15,000	\$ 30,000	\$ 15,000	two fiscal years	Ed Kelley
NPAT	\$ -	\$ 20,000	\$ 20,000	two fiscal years	Rob Christian
NEMA	\$ -	\$ 10,000	\$ 10,000		Sue Krogman
NHHS	\$ -	\$ -	\$ -	no funding for 2007	Chris Chalmers
NDNR	\$ -	\$ -	\$ -	no funding for 2007	Kim Menke
NDEQ	\$ -	\$ -	\$ -	no funding for 2007	Paul Yamamoto
NG&P	\$ -	\$ -	\$ -	no funding for 2007	
NPPD	\$ -	\$ -	\$ -	no funding for 2007	
IDOT	\$ 10,000	\$ 5,000	\$ (5,000)		Alice Welch
USGS	\$ 75,000	\$ 120,000	\$ 45,000	\$100k for orthos, \$20k for footprints	Ray Fox
USACE	\$ -	\$ 25,000	\$ 25,000	two fiscal years	Jon Kragt
Offutt AFB	\$ -	\$ 5,000	\$ 5,000		Nick Bos
Federal					
Total	\$ 1,056,500	\$ 1,011,000	\$ (45,500)		