

Attachment #1

August 4, 2015

2016 NIROC Aerial Photo Project

This map journal provides background information and 2016 project planning information for the Nebraska-Iowa Regional Orthophoto Consortium (NIROC).

Aerial photography widely used across City and County departments every day - #1 GIS map layer

Since 1993, imagery flights approximately every three years (93, 98, 01, 04, 07, 10, 13)

Part of a larger multi-county consortium (NIROC) to drive down costs and standardize regional data

Project contract between MAPA and vendor (Pictometry); participating agencies sign MOU with MAPA specifying payment amount and schedule

Ortho Imagery Example

This is an example of an orthophoto image. The image is captured from directly overhead. This has been the most commonly used imagery format over the past few decades.

Oblique Imagery Example

This is an example of oblique imagery. These images are captured from a 45-55 degree angle on all four sides of a location. This type of imagery has become very popular in the past decade.

Project Costs

Approximate cost for Douglas County/Omaha - \$194,000 \$187,000

Proposing 50/50 split between City and County

Cost sharing from other agencies not included - possibly \$20-\$40k \$25-\$30k

Estimated County cost share - \$97,000 \$80,000

Can be spread across multiple fiscal years *approximately \$72,000 of Douglas County's portion paid with FY15 funds

ADDENDUM #1

This Addendum #1 is entered into on this ___ day of July, 2015, by and between Douglas County, Nebraska, a political subdivision of the State of Nebraska (hereinafter "County"), and the City of Omaha, a municipal corporation organized an existing under the laws of the state of Nebraska (hereinafter "City").

WHEREAS, the parties previously entered into an Interlocal Agreement, dated February 7, 2013 by the last signatory, wherein the County agreed to provide Geographic Information Services ("GIS") to the City in conformance with Nebraska law. A copy of said Interlocal Agreement ("Agreement") is attached hereto and incorporated herein by this reference; and

WHEREAS, the parties wish to amend the Agreement to amend the funding and payment language.

NOW, THEREFORE, based on the mutual covenants contained herein, the parties agree to amend the Agreement as follows:

For fiscal years 2016 and 2017, the Agreement paragraph #4 is superseded and replaced by the following new paragraph #4:

4. Funding.

The GIS Department will continue to be funded jointly by the City, County, and MAPA. Beginning with fiscal year 2016 and going forward for both the City and County, the GIS Department will propose funding based on usage of their services. This usage is quantified by the GIS Department's time tracking system. Proposed funding amounts will be based on usage of services over the twelve month period prior to the County's budget planning cycle, typically April 1 to March 31 of the next year.

Using the above process, for fiscal year 2016, the funding shall be as follows:

- Omaha Public Works - \$150,291
- Omaha Parks, Recreation, and Public Property - \$32,778
- Omaha Planning - \$26,950
- Omaha Fire - \$18,453
- Omaha Police - \$14,325
- City of Omaha Total - \$242,797

- Douglas County - \$166,203

- MAPA - \$82,000

- Combined Total - \$491,000

In compensation for the services provided by the County to the City, the City agrees to pay the County the total annual sum as evidenced in the 2016 funding breakdown herein. Invoices will be sent to the City in January and May of 2016, billing 50% of the fees in each invoice. For 2017, GIS will use the funding procedure provided herein and bill the City in January and May of 2017, billing 50% of the fees in each invoice. This will help to align the different fiscal years of the City and the County.

Both the City and the County acknowledge that the funding structure evidenced herein is contingent upon funding from the Metropolitan Area Planning Association. For fiscal year 2016, the Metropolitan Area Planning Association funding is \$82,000.00. If there is a reduction in this appropriation, the County and City cannot guarantee the continued availability of funding for this agreement, notwithstanding the consideration stated herein. In the event funds to finance this agreement become unavailable either in full or in part due to such reductions in appropriations, the City and County agree to negotiate an appropriate, mutually agreeable funding level for GIS services to be split between the Parties equally by fifty percent (50%).

In the event that the Parties are not able to negotiate an appropriate, mutually agreeable funding level, the County or City may terminate this agreement upon notice in writing to the other party. The effective date of such agreement termination shall be specified in the notice as the date of service of said notice or the actual effective date of the Metropolitan Area Planning Association funding reduction, whichever is later. The City will pay for all GIS work completed as of the date of such termination notice.

For fiscal year 2017, the Metropolitan Area Planning Association funding amount is unknown as of the date of Addendum #1. But, both the City and the County acknowledge that the proposed funding structure is contingent upon funding from the Metropolitan Area Planning Association as provided above.

III. PARAGRAPH #4 PRIOR YEARS. This Addendum #1 does not change funding for years prior to 2016. For all years prior to 2016, the Agreement's original paragraph #4 shall govern.

IV. OTHER TERMS AND CONDITIONS. Other than the Paragraph #4 funding changes for 2016 and 2017, all other terms and conditions of the Agreement between the parties shall remain in full force and effect.

CITY OF OMAHA, a Municipal Corporation

BY: _____

APPROVED AS TO FORM
this ____ day of July, 2015.

Deputy City Attorney

DOUGLAS COUNTY, NEBRASKA,

BY: _____
Chair of the Douglas County Board of
Commissioners

APPROVED AS TO FORM
this ____ day of July, 2015.

Deputy County Attorney