

June 2, 2014

To: Mayor Bemrich and City Council
From: David Fierke, City Manager
**Subject: 2014 Memorandum of Understanding
Between City of Fort Dodge and Webster County for Digital Air
Photography**



ACTION: For vote Monday, June 9, 2014

Brief History

Webster County secured a grant from Home Land Security for digital air photography for the entire Webster County area in 2009. The County entered into a contract with Pictometry International Corporation to capture, process, and deliver digital air photography at that time. On December 7, 2009 a Memorandum of Understanding between the City and Webster County was approved for this work.

On February 28, 2011, Council approved the City's participation with the Webster County for air photography to be taken in the spring of 2011. Four payments have been made totaling \$45,000 for the City's portion of the 2011 Pictometry Agreement. This was a 3-year agreement.

Analysis of Issue

The attached Memorandum of Understanding provides the terms for an agreement between the City and Webster County. The City would pay approximately ½ of the cost of the project and Webster County would pay the remaining balance. In return for the City's payments towards the contract, the City will be provided access to the photography of all portions of the county, software and any licenses that may be needed for use.

The photography was completed in the spring of 2013. City Staff and our consultants have been utilizing the photographs since the fall of 2013. This agreement formalizes the payment plan for these photos.

Budget Impact

The cost of these services will be paid from the Storm Water Utility Fund.

Strategic Plan Impact

This action is consistent with several policies under D.3 in regards to land use, including:

Policy D.3.1: An urban area shall be identified and mapped where urban level development and redevelopment is to be especially encouraged and where a full range

of urban services, including centralized water and sewer, as well as storm water management services, are already available or can be provided in a timely, cost effective manner.

In addition this action is consistent with D.7 Intergovernmental Cooperation and Efficiency:

Policy D.7.4: Opportunities for consolidation of services shall be continually evaluated, particularly with regard to potential operational efficiencies and cost savings.

Impact on Existing Plans

None

Committee Review / Recommendation

N/A

Staff Conclusions / Recommendations

It is the recommendation of the Engineering Department that Council approve the City's participation with Webster County for air photography in an amount of \$72,000 over a 3-year period.

Alternatives

The Council could choose not to participate however this is not recommended.

Implementation and Accountability

The Engineer will be responsible for contacting Webster County with our approval.

Signed

Approved



Chad W. Schaeffer, P.E.
City Engineer

David R. Fierke
City Manager

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF FORT DODGE, IOWA
AND
WEBSTER COUNTY

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this ____day of _____, 2014, by and between the City of Fort Dodge, Iowa, an Iowa Municipal Corporation (The "City") and Webster County (The "County").

WITNESSETH

WHEREAS, the County intends to enter a contract with Pictometry International Corporation, for the capture, processing and delivery of digital air photography of all land within the boundaries of Webster County, Iowa.

WHEREAS, the aforementioned contract between Webster County and Pictometry International Corporation is a three (3) year Agreement for 2013 - 2015 with the aerial photography capture flight to be completed during the spring of 2013.

WHEREAS, the City has agreed to pay one-half (1/2) of the said contract cost.

NOW THEREFORE, the parties agree and stipulate as follows:

The City agrees to:

1. Pay approximately one half of the balance of the First Year cost (Due now):
Total Cost: \$48,695.42; City Cost: \$24,000.00
2. Pay approximately one half of the balance Second Year cost (July 1, 2014):
Total Cost: \$48,695.42; City Cost: \$24,000.00
3. Pay approximately one half of the balance Third Year cost (July 1, 2015):
Total Cost: \$48,695.42; City Cost: \$24,000.00

Total Cost to City for the Term: \$72,000.00

The County agrees to:

Provide the access to the photography of all portions of the county, software and any licenses that may be needed for use.

It is further agreed that all parties shall approve any changes to the above terms.

This agreement shall be binding upon the heirs, successors in interest and assigns to all signatories to this agreement.

All parties of this agreement hereby and herewith agree to hold harmless and indemnify each of the other parties, their employees or representatives, from any and all liability to which they may be subject, arising out of the execution of this agreement.

This is the complete and final agreement of the parties and no statement not-herein contained has been relied upon by any party in affixing their signature hereto.

All parties warrant that they have full and sufficient authority to execute this agreement and each party will sign whatever document is necessary to effectuate this agreement.

IN WITNESS WHEREOF, we have affixed our signature hereto.

CITY OF FORT DODGE, IOWA

ATTEST:

By: _____
Matt Bemrich, Mayor

Jeff Nemmers, City Clerk

STATE OF IOWA, WEBSTER COUNTY, ss:

On this _____ day of _____, A.D., 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Matt Bemrich and Jeff Nemmers to me personally known, who being by me duly sworn, did say that they are the Mayor and City clerk, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on the behalf of said corporation by the authority of its City Council; and that the said Mayor and City clerk as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Commission Expires

Notary Public in and for said State of Iowa

Webster County

ATTEST:

By: _____
Clark Fletcher, Chairperson
Board of Supervisors

Carol Messerly, County Auditor

STATE OF IOWA, WEBSTER COUNTY, ss:

On this _____ day of _____, A.D., 2014, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared, Clark Fletcher and Carol Messerly to me personally known, who being by me duly sworn, did say that they are the Chairman, Board of Supervisors and County Auditor, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on the behalf of said corporation by the authority of its Board of Supervisors; and that the said Chairman and County Auditor as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Commission Expires

Notary Public in and for said County