



Issue: A RESOLUTION OF THE NIXA CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A COOPERATIVE INTERGOVERNMENTAL AGREEMENT FOR THE ACQUISITION OF IMAGERY FROM PICTOMETRY INTERNATIONAL CORPORATION

Date: January 10, 2022

Submitted By: Garrett Tyson, Director of Planning and Development

Background

On an every-other-year basis, communities within Greene and Christian County cooperatively procure orthophotography for use in the various public Geographic Information Systems (GIS). The next scheduled orthophotography flight is in Spring of 2022. Nixa's cost to participate in this cycle is \$10,461.40.

Analysis

The orthophotography acquired through this cooperative purchase agreement provides Nixa with affordable access to high resolution imagery for use in our GIS. This imagery is a vitally important analytical tool that supports decision making to multiple departments of the City. The regular updating of imagery also facilitates a helpful historical record of visual changes to the City's landscape.

The cost share amount for this purchase is favorable to Nixa and adequate funds have been budgeted for this purpose.

The photography product will likely be delivered in the 3rd quarter of 2022.

Recommendation

Staff recommends the approval of this resolution.

RESOLUTION NO. 2022-012

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH THE CITY OF SPRINGFIELD,**
3 **MISSOURI TO SHARE IN THE COSTS OF IMAGERY PURCHASED FROM**
4 **PICTOMETRY INTERNATIONAL CORPORATION.**

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7 **WHEREAS** the City of Springfield, Missouri (“Springfield”) has approached the City
8 with a contract that would allow the City and Springfield to share in the cost of acquiring
9 images from Pictometry International Corporation; and

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11 **WHEREAS** the images purchases are utilized by the City as part of its Geographic
12 Information Systems; and

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14 **WHEREAS** the City Council desires to authorize the execution of the document
15 attached hereto as “Resolution Exhibit A.”

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17 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
18 **NIXA, AS FOLLOWS, THAT:**

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20 **SECTION 1:** The City Administrator, or designee, is hereby authorized to enter
21 into the “Cooperative Intergovernmental Agreement For Acquisition of Imagery From
22 Pictometry International Corporation” (“Contract”) attached hereto, and incorporated
23 herein by this reference, as “Resolution Exhibit A.” Said Contract shall be in substantially
24 similar form as the document attached hereto as “Resolution Exhibit A.” The City
25 Administrator and the officers of the City are hereby authorized to do all things necessary
26 or convenient to carry out the terms and intent of this Resolution.

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28 **SECTION 2:** This Resolution shall be in full force and effect from and after its final
29 passage by the City Council and after its approval by the Mayor, subject to the provisions
30 of section 3.11(g) of the City Charter.

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33 **[Remainder of page intentionally left blank. Signatures follow on next page.]**
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RESOLUTION NO. 2022-012

47 **ADOPTED BY THE CITY COUNCIL THIS 10th DAY OF JANUARY 2022.**

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50 ATTEST:

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53 _____
CITY CLERK

PRESIDING OFFICER

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56 **APPROVED BY THE MAYOR.**

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59 ATTEST:

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62 _____
CITY CLERK

MAYOR

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65 APPROVED AS TO FORM:

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68 _____
CITY ATTORNEY

DATE OF APPROVAL

RESOLUTION EXHIBIT A

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
FOR ACQUISITION OF IMAGERY
FROM PICTOMETRY
INTERNATIONAL CORPORATION

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 202_ by and between the City of Springfield, Missouri, hereinafter referred to as “City”, and the City of Nixa, Missouri, hereinafter referred to as “Agency.”

WHEREAS, Section 70.220 of the Revised Statutes of Missouri provides that municipalities, counties, and other persons may contract and cooperate with each other in connection with the provision of a common service; and

WHEREAS, it is in the best interest of the citizens of City and Agency collectively to receive the benefits of a more accurate Geographical Information System by acquiring updated aerial imagery; and

WHEREAS, City and Agency desire to cooperate to acquire aerial imagery covering Greene and Christian Counties from Pictometry International Corporation (“Pictometry”); and

WHEREAS, at the request of and on behalf of Agency, City has agreed to the terms and conditions set forth herein, and has agreed to arrange for the delivery of aerial imagery from Pictometry to Agency; and

WHEREAS, Agency has agreed, pursuant to the terms and conditions set forth herein, to accept said imagery and to reimburse City for Agency’s share of total costs for the imagery.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, CITY AND AGENCY AGREE AS FOLLOWS:

1. On behalf of Agency, City agrees to be the lead in purchasing approximately 49 tiles of aerial imagery in 2022, 2024, and 2026 pursuant to a contract between City and Pictometry (“Contract”), said Contract to substantially conform to the draft attached as “Exhibit A” and incorporated by this reference, provided that the Springfield City Council lawfully appropriates funds for the purchase of such aerial imagery. By signing this Agreement, Agency acknowledges and agrees to follow all of Pictometry’s terms of use in the Contract in consideration of, and prior to, receiving and using the aerial imagery.
2. In consideration for City taking the lead, Agency agrees to reimburse City for Agency’s share of the total cost of said aerial imagery in 2022, 2024, and 2026, as set forth in the cost sharing document attached as “Exhibit B” and incorporated by this reference, at or before the time of final delivery of the imagery from Pictometry to City, provided such funds are lawfully appropriated by Agency’s governing body. Agency’s cost is estimated to be \$10,461.40. City will invoice Agency for payment of its share, and Agency agrees to pay City within 45 days of receipt of invoice.

3. Upon final payment from Agency, the Pictometry License shall be held jointly by City, Agency, and other entities who enter into a similar Cooperative Agreement with City for acquisition of imagery from Pictometry and make final payment of their share of the total cost of the aerial imagery (“Other Entities”).
4. In consideration of the requested Pictometry aerial imagery and monies received for same, and to the extent allowed by law, both Agency and City hereby release and hold harmless the other, their Boards, Councils, agents, officers, employees, successors and assigns with respect to any and all injury, death, loss or damage to person or property, whether caused by negligence or otherwise, in any way related to use of the Pictometry imagery. Nothing contained herein shall be considered a waiver of the defenses by either party of sovereign immunity, official immunity, or the public duty doctrine.
5. Agency, City, and Other Entities shall have co-ownership of aerial imagery received from Pictometry as outlined in the Contract and any amendments thereto.
6. Agency and City agree this Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

SO AGREED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF SPRINGFIELD, MISSOURI

AGENCY

BY: _____
Assistant City Manager or Delegate

BY: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
City Attorney or Delegate

BY: _____
Agency Attorney

ATTEST:

BY: _____
Agency Clerk