2015 ORTHOPHOTOGRAPHY AGREEMENT

THIS AGREEMENT, entered into this da	y of	201_, by and between	en the
Southeastern Wisconsin Regional Planning Commission	(hereinafter referred	to as the "Commiss	ion");
and the Milwaukee County Automated Mapping and	Land Information Sy	stem Steering Com	mittee
(hereinafter referred to as the "Steering Committee"),	•	J	

WITNESSETH:

WHEREAS, the Commission is authorized by Section 66.0309 of the Wisconsin Statutes to make studies and prepare plans for, and to provide advisory services to, local governments, and act as a coordinating agency for planning activities within its jurisdictional area; and

WHEREAS, the Steering Committee has requested that the Commission provide financial assistance in the acquisition of color orthophotography covering the entirety of Milwaukee County in the spring of 2015; and

WHEREAS, Sections 66.0309(12) (b) and 66.0301 of the Wisconsin Statues authorize the Commission to enter into contracts with local units of government to make studies and plans and to provide advice.

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follows:

1. Services to be Performed by the Steering Committee

The Steering Committee shall contract with Pictometry International Corporation (hereinafter referred to as "Pictometry") of Rochester, New York to acquire aerial orthophotography covering Milwaukee County. The orthophotography will be obtained to support the 2015 Regional Orthophotography Project administered by the Commission and covering seven counties in Southeastern Wisconsin. Pictometry will also prepare oblique aerial photography to complement the orthophotography to be acquired by the Steering Committee.

The orthophotography shall have the following minimum specifications:

- a. Color imagery collected in the spring of 2015 under leaf-off conditions.
- b. Three-inch (3") pixel resolution orthophotography prepared to meet National Map Accuracy Standards at one-inch-equals-50-feet (1"=50") scale.
- c. The area of orthophotography to be acquired consists of the entirety of Milwaukee County, including a 1,000 foot buffer around the County and additional imagery covering the Milwaukee Bay area of Lake Michigan as shown on the map attached as "Exhibit A". The area of orthophotography may extend beyond this boundary.
- d. Orthophotography will be delivered in GeoTIFF file format. Each GeoTIFF file will cover a 5,000 by 5,000 feet area or "tile" on the Wisconsin State Plane Coordinate System. There are 323 image tiles in the project area as shown on the map attached as "Exhibit A". An accompanying reference or "world" file will be prepared for each GeoTIFF file. The GeoTIFF files will follow a file naming convention that indicates the year, tiling scheme, resolution, and tile location by northing and easting of the orthophoto file. The tiling scheme and naming convention information shall be provided to the contractor upon request.
- e. The horizontal datum to be used is the North American Datum of 1927 (NAD27).

2. Services to be Performed by the Commission

The Commission will provide quality control services and bursar services to the Steering Committee.

Commission staff will provide quality control services by reviewing all orthophoto files to insure that the appearance, positional accuracy, and other characteristics of the image files meet project specifications for the 2015 Regional Orthophotography Project. The Commission staff will inform the Steering Committee and Pictometry of the results of the quality control review.

The Commission will also serve as Bursar to the Steering Committee pertaining to the payments to be made to the project contractor, Pictometry International. The bursar arrangement is described in Section 4 below.

3. Time Schedule

The Pictometry orthophotography and oblique aerial photography will be acquired in the spring of 2015. The Steering Committee will deliver the orthophotography files and other requested Pictometry products to the Commission by September 30, 2015.

4. Payments to be Made by the Steering Committee and the Commission

The total cost for acquisition of the Pictometry orthophotography and oblique aerial photography products is \$137,286. Partial funding for these products—the amount of \$15,336—will be obtained from available Federal transportation planning funds. The remaining cost of \$121,950 will be obtained from the Steering Committee.

The Commission, as Bursar to the Steering Committee, shall make all payments to Pictometry. The Steering Committee or Pictometry shall provide all project invoices to the Commission. The Commission will pay all Pictometry invoices. Planning funds in the amount of \$15,336 will be provided by the Commission and will be used to pay the first portion of the invoices from Pictometry. Thereafter, the Commission will invoice the Steering Committee for the remaining amounts of the invoices from Pictometry and will in turn make all final invoice payments to Pictometry.

The source of funds for the Pictometry invoices is as follows:

Source of Funds for Payment of Pictometry Invoices	Amount
Federal planning funds to be provided by Commission for partial payment of Pictometry invoices	\$15,336
Funds obtained from Steering Committee to be used by Commission for remaining payment of Pictometry invoices	\$121,950
Total payment by Commission	\$137,286

The Commission shall invoice the Steering Committee immediately upon receipt of invoices from Pictometry. The Commission shall pay the invoices from Pictometry immediately after receiving appropriate payment of invoices provided to the Steering Committee.

5. Steering Committee to Provide Pictometry Products and Software

In exchange for these services, the Steering Committee will provide the Commission with copies of all three-inch resolution color orthophotography covering the Milwaukee County project area prepared by Pictometry for this project. If requested by the Commission, the Steering Committee will also provide to the Commission the oblique aerial photography acquired in this project, as well as a copy of the Pictometry Electronic Field Study (EFS) software, Pictometry Esri ArcMap extension software, and license to use the software. The Steering Committee will also allow the Commission to distribute the Pictometry orthophotography to requestors as a product of the 2015 Regional Orthophotography Project.

6. Steering Committee Compliance with Regulations

The Steering Committee shall comply with the U.S. Department of Transportation Title VI regulations, attached hereto as "Appendix 1", during the performance of this Agreement.

7. Indemnity

Except for acts done or taken at the direction of or pursuant to the Steering Committee policy or procedures, the Commission agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Steering Committee, and its agents, officers, and employees from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Worker Compensation Laws, and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Commission, or its agents which may arise out of or are connected with the activities covered by this Agreement.

8. Insurance

The Commission, as an agency of the State, is self-funded for liability under Section 893.82 and Section 895.46(1) of the Wisconsin Statutes. As a result, such protection as is afforded under respective Wisconsin Statutes, is applicable to officers, employees, and agents while acting within the scope of their employment or agency. Since this is statutory indemnification, there is no liability policy as such that can extend protection to any other.

9. Records and Audits

The Commission shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party that Milwaukee County may name, when and as they demand, to audit, examine, and make copies of, excerpts or transcripts from, any records or other information directly relating to matters under this Agreement. Any subcontracting by the Commission in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Commission. The Commission (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three years after the conclusion of each contract term.

10. Independent Contractor

Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns; the Steering Committee or its successors or assigns; and the Commission or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the Commission is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

11. Authorization

The Steering Committee approved the execution of this Agreement by action taken on December 16, 2014.

IN WITNESS WHEREOF, the Commission and the Steering Committee have executed this Agreement, as of the date and year first above written.

ATTESTING WITNESS	SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION
Ву	Ву
Kenneth R. Yunker Deputy Secretary	David L. Stroik Chairman
ATTESTING WITNESS	MILWAUKEE COUNTY
Ву	Ву
William C. Shaw MCAMLIS Project Manager	Teig Whaley-Smith Director Department of Administrative Services Division of Economic Development
MILWAUKEE COUNTY AUTOMATED MAPPI LAND INFORMATION SYSTEM STEERING CO	NG AND DMMITTEE
By Date:	
Don Nehmer MCAMLIS Steering Committee Chairman	
Approved with regards to County Ordinance Chapter 4 By:	1 2:
Reviewed by:	Approved for execution:
By: Date: Date: Date:	By: Mark & Grady Date: 2/24/2015 Corporation Colleges 5
Approved:	Approved:
By: 2/26/2015 Comptroller Date:	By:
Approved as to Wis. Stats. 59.42:	
By:	
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Appendix 1

U.S. Department of Transportation Title VI Regulations

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WISDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

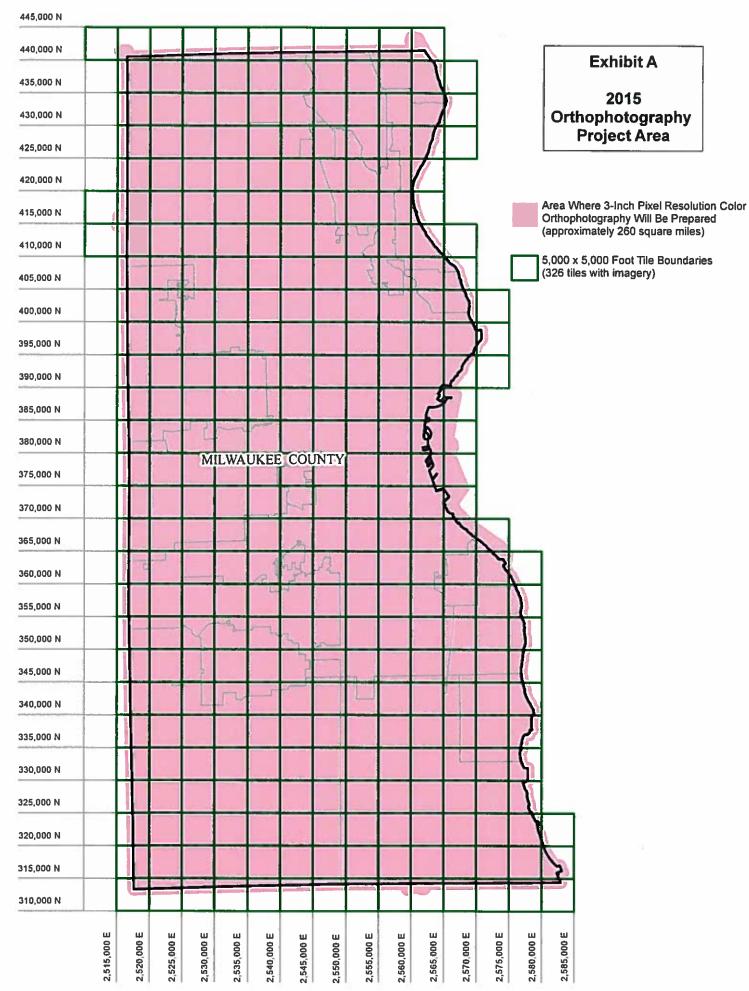
- Withholding of payments to the contractor under the contract until the contractor complies, and/or:
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WISDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

#147226 v2 - Appendix 1 Title VI document





COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DBE Participation Recommendation/Wavier Request To be completed by project owner. Please, direct questions regarding this form to CBDP, 414-278-4747 or

CBDP@milwaukeeCountyWl.gov

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Orthophotogra	phy for Milwauk	ree CountySubs	sequent to this	approval, th	ne Southea	astern Wis	consin Regio	nal Planning
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control and pay	<u>yment services</u>	to the County wit	h respect to the	<u>deliverabl</u>	es related	to the Ort	hophotagrap!	ny acquisition.
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Rick Norris rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

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Amy Pechacek

amy.pechacek@milwaukeecountywi.gov

Director of Risk Management

Milwaukee County

Security Level: Email, Account Authentication

(None)

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Mark A Grady

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Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication

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Scott B. Manske

comptrollersignature@milwcnty.com

Comptroller

Milwaukee County

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william.shaw@milwaukeecountywi.gov

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Completed	Security Checked	3/2/2015 3:32:06 PM CT

3/3/15

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Parties agreed to: Amy Pechacek, Bill Shaw

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	 Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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 available to me by Wisconsin Milwaukee County during the course of my relationship
 with you.



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nsebastian@milwcnty.com Administrative Specialist

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Signature **Timestamp**

> Sent: 3/3/2015 10:23:09 AM CT Viewed: 3/3/2015 10:23:12 AM CT

Signed: 3/3/2015 10:23:58 AM CT

3/3/2015 10:23:09 AM CT

3/3/2015 10:23:12 AM CT

3/3/2015 10:23:58 AM CT

3/3/2015 10:23:58 AM CT

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps