



AGENDA COVER MEMO

Memorandum Date: September 27, 2023

Order Date: October 10, 2023

TO: Board of County Commissioners

DEPARTMENT: Technology Services

PRESENTED BY: Nina Fox, Technology Services Manager

AGENDA ITEM TITLE: ORDER _____/IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH LANE COUNCIL OF GOVERNMENTS FOR ADMINISTERING AND COORDINATING ORTHOIMAGERY DATA COLLECTION WITH PICTOMETRY INTERNATIONAL CORP. AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE IGA.

I. MOTION

Move approval of an Intergovernmental Agreement (IGA) with Lane Council of Governments (LCOG) for administering and coordinating orthoimagery data collection with Pictometry International Corp. and delegate authority to the County Administrator to execute the IGA.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve an IGA with LCOG for administering and coordinating orthoimagery data collection with Pictometry International Corp. Orthoimagery data collection is within Lane County and will take place in 2023 and 2025. As part of that data collection, an area of approximately 66.25 miles will be collected at high resolution and with an added accuracy certification process. Pictometry is also collecting imagery for additional regional partners who are pooling funds through LCOG for this project. LCOG has established an agreement with Lane County to provide these pooled funds to offset the cost of partner imagery, including that requested by Lane County for the city of Cottage Grove.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Countywide aerial imagery was last captured in 2021 by Pictometry International Corp. Capturing new imagery will provide a current look at the landscape and will benefit Lane County staff, as well as regional partners, by identifying changes over time.

B. Policy Issues

There are no policy issues.

C. Board Goals

This action is consistent with the strategic priorities contained in the Lane County 2022-2024 Strategic Plan, including:

Strategic priority 2: Vibrant Communities. Imagery purchased will benefit the economic redevelopment of areas affected by wildfires, by providing current GIS data to the areas affected.

D. Financial and/or Resource Considerations

Attachment B Cost Schedule in the attached IGA requires Technology Services to pay LCOG \$42,958.50 in each fiscal year 23-24 through 26-27, for a total amount of \$171,834. Technology Services will be reimbursed \$8,000 from the City of Cottage Grove.

E. Health Implications

- Family & Community Structure
- Safety

The result of this investment in aerial imagery will have significant health impacts in the areas listed above, at the very least. This imagery is important for the growth and prosperity of our communities as well as their safety, as it could assist in the response to fire and other hazards (snow, ice, flood events). All of this helps to build a healthy environment for our citizens. Analysis

Countywide aerial imagery was last collected in 2021. Capturing updated imagery will provide the benefit of detecting changes to the landscape and infrastructure over time. This is increasingly important following recent natural disasters and will benefit the economic redevelopment of those areas. The data will be shared with other entities in the region, enabling collaboration between the organizations.

F. Alternatives/Options

1. Approve IGA with LCOG for administering and coordinating orthoimagery data collection with Pictometry International Corp. and delegate authority to the County Administrator to execute the IGA.
2. Do not approve the contract award at this time.

3.

IV. RECOMMENDATION

Technology Services recommends Option 1, above.

V. TIMING/IMPLEMENTATION

Imagery was collected in the spring of 2023 during leaf-off (tree) conditions. The data will be delivered to Lane County by the fall of 2023. Imagery will be collected again in the spring of 2025 during leaf-off (tree) conditions. The data will be delivered to Lane County by the fall of 2025.

VI. FOLLOW-UP

There are no known follow up actions at this time.

VII. ATTACHMENTS

Board Order

IGA with Lane Council of Governments

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-10-10-07

In the Matter of APPROVING AN
INTERGOVERNMENTAL AGREEMENT
WITH LANE COUNCIL OF GOVERNMENTS
FOR ADMINISTERING AND
COORDINATING ORTHOIMAGERY DATA
COLLECTION WITH PICTOMETRY
INTERNATIONAL CORP. AND
DELEGATING AUTHORITY TO THE
COUNTY ADMINISTRATOR TO EXECUTE
THE IGA.

WHEREAS, Lane County Technology Services, Geographical Information Services, provides aerial imagery which supports the region by providing the benefit of change detection over time. The last countywide imagery was captured in 2021 and with changes to landscape and infrastructure, current imagery is increasingly important; and

WHEREAS, the purchase price is deemed reasonable and acceptable by the Director of Technology Services; *and*

WHEREAS, Lane Manual Chapter 20 requires Board of County Commissioner approval of contract or IGA's in excess of three years.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approve an Intergovernmental Agreement with Lane Council of Governments for administering and coordinating orthoimagery data collection with Pictometry International Corp.
2. Delegate authority to the County Administrator to execute the IGA.

ADOPTED this 10th day of October, 2023.

Pat Farr, Chair
Lane County Board of Commissioners

INTERGOVERNMENTAL AGREEMENT

BETWEEN: Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

AND: Lane County, Oregon (AGENCY), a unit of local government of the State of Oregon

EFFECTIVE DATE: 10/1/2023

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.
- C. AGENCY and LCOG desire to enter into an agreement where-in LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

AGREEMENT

- 1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until December 31, 2026 or until earlier terminated pursuant to Paragraph 4 of this agreement.
- 2. **Services to be Provided.** LCOG agrees to provide services to AGENCY as outlined in Attachment A, Work Program.
- 3. **Compensation. Compensation.** AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued by October 15th, 2023, October 15th, 2024, October 15th, 2025, and October 15th, 2026 for the respective year's work, unless otherwise agreed to by the parties in writing. The invoice will reflect any direct expenses associated with the Work performed. The total cost of this agreement shall not exceed \$171,834.
- 4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
- 5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
- 6. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG:

Michael Wisth
859 Willamette St., Suite 500
Eugene, OR 97401-2910
Ph: 541-682-6664
mwisth@lco.org

For Lane County:

Nina Fox
125 East 8th Ave
Eugene, OR 97401
nina.fox@lanecountyor.gov
Ph: 541-682-6512

- 7. **Records/Inspection.** AGENCY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.

8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

9. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may, by mutual written agreement, submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.

10. **Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.

11. **Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without the AGENCY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the AGENCY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and AGENCY shall incur no obligation to any sub-contractor.

12. **Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.

13. **Compliance With Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.

14. **Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.

15. **Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.

16. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

LANE COUNCIL OF GOVERNMENTS:

By: _____
Brendalee S. Wilson, Executive Director

Date: _____

AGENCY: Lane County

By: _____
Steve Mokrohisky, County Administrator

Date: _____

ATTACHMENT A WORK PROGRAM

On request of AGENCY, LCOG shall provide the following services:

LCOG is administering and coordinating a PO with Pictometry International for Eagleview orthoimagery data collection within Lane County in 2023 and 2025. As part of that data collection, an area of approximately 66.25 miles will be collected at high resolution and with an added accuracy certification process. Pictometry is also collecting imagery for additional regional partners who are pooling funds through LCOG for this project. LCOG has established an agreement with Lane County to provide these pooled funds to offset the cost of partner imagery, including that requested by Lane County for the city of Cottage Grove.

Deliverables: Nominal 3" and 9" GSD resolution orthophoto imagery for Lane County area of interest acquired by Eagleview as part of Lane County leaf off (spring) 2023 and 2025 flights.

ATTACHMENT B COST SCHEDULE

Project Total: \$171,834

2023 Spring Flight		
Year	Month	Amount
FY24	Oct	\$42,958.50
FY25	Oct	\$42,958.50
2025 Spring Flight		
Year	Month	Amount
FY26	Oct	\$42,958.50
FY27	Oct	\$42,958.50