

AGENDA ITEM FOR ADMINISTRATIVE MEETING

() Discussion only
(X) Action

FROM (DEPT/ DIVISION): Dan Lonai, Administrative Services

PROGRAM: GIS / Mapping

SUBJECT: Aerial photos for GIS

<p>The State of Oregon GIS department is having high resolution aerial photo taken of the state. These images are a higher resolution than other available satellite images. The GIS / Mapping department has an older set of these images and uses them on a regular basis. The cost to purchase the images is \$10,000. The GIS has the funding in 3030 GIS Equipment fund.</p>	<p><u>ACTION REQUESTED:</u></p> <p>Approve the purchase of the high resolution aerial photos of Umatilla County from the state's GIS department.</p>
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ATTACHMENTS: Proposed Agreement

Date: 12/22/17 Submitted By: (Dan Lonai)

*****For Internal Use Only*****

Checkoffs:

- () Dept. Head (copy)
- () Human Resources (copy)
- () Budget (copy)
- () Fiscal
- () Legal (copy)
- () (Other - List:

To be notified of Meeting:
Tracie Diehl

Needed at Meeting:
)

Scheduled for meeting on: January 3, 2018

Action taken:

Follow-up:

INTERAGENCY AGREEMENT

This Agreement is between the Department of Administrative Services, Office of the State CIO, Geospatial Enterprise Office (OSCIO/GEO) and Umatilla County, Oregon, both individually without distinction as “Party” and collectively as the “Parties.”

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110, allowing state agencies to enter into agreements with units of local government, other state agencies, or a United States government agency for the performance of any or all functions and activities that the parties to the agreement, its officers, or agents have the authority to perform.

SECTION 2: PURPOSE

This project is based on a need for state agencies, local governments, federal agencies and others to have access to highly accurate digital aerial imagery of the state of Oregon. This project will produce statewide one foot resolution aerial imagery and provide hosting and storage of the digital files so that the public and all government agencies can easily access the imagery.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall begin on December 31, 2017, or the date of the last signature, whichever occurs last) (“Effective Date”), and shall terminate on December 31, 2018, unless terminated earlier in accordance with Section 7.

SECTION 4: AUTHORIZED REPRESENTATIVES

■ OSCIO/GEO’S AUTHORIZED REPRESENTATIVE(S) ARE:

Theresa Burcsu, Framework Coordinator
OSCIO, Geospatial Enterprise Office
635 Capitol Street NE, Salem OR 97301-2540
(503) 378-3157 Office
(971) 283-6811 Cell
(503) 378-3795 Fax
theresa.burcsu@oregon.gov

OR

Cy Smith, State GIO
OSCIO, Geospatial Enterprise Office
635 Capitol Street NE, Salem OR 97301-2540
(503) 378-6066 Office
(503) 507-9787 Cell
(503) 378-3795 Fax
cy.smith@oregon.gov

UMATILLA COUNTY'S AUTHORIZED REPRESENTATIVE IS:

<name, title>
<agency name>
<address>
<city, state, zip>
<office phone>
<fax phone>
<email address>

A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

SECTION 5: OBLIGATIONS

Umatilla County will provide:

- In consideration for the services performed, Umatilla County agrees to pay OSCIO/GEO a maximum amount of \$10,000.00. Said maximum amount shall include reimbursement for all expenses.
- Umatilla County certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within Umatilla County's current budget appropriation.
- Umatilla County's project manager for this agreement is <name>, <title>.

OSCIO/GEO will provide:

- OSCIO/GEO shall contract for the work described in Attachment 1 – Scope of Work. The contract will be structured such that an initial payment will be made when the work has begun, with additional payments made at the halfway milestone of the project and at the close of the project.
- OSCIO/GEO will host the data and provide online streaming services for the data. OSCIO/GEO will provide a soft copy of the data, upon request, to Umatilla County on a hard drive provided by the County.
- OSCIO/GEO shall present an invoice for 100 percent of actual costs incurred by OSCIO/GEO on behalf of the project directly to Umatilla County's project manager for review and approval. The invoice shall be in a form identifying the project and agreement number and shall itemize the expense for which reimbursement is claimed. Under no conditions shall Umatilla County's obligations exceed \$10,000.00, including all expenses.
- OSCIO/GEO's project manager for this agreement is Theresa Burcsu, Framework Coordinator.

SECTION 6: TERMINATION

- This Agreement may be terminated at any time by mutual written agreement of the Parties.
- A Party may terminate this Agreement upon 30 days written notice to the other Party.
- A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:
 - 6.3.1 The terminating party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to perform its duties under this Agreement;
 - 6.3.2 Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source;
 - 6.3.3 The other Party materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger that Party's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the terminating Party's notice to the other Party of such breach or failure, or within such longer period of cure as the terminating Party may specify in such notice.

SECTION 7: AMENDMENTS

The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.

SECTION 8: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address, number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section.

SECTION 9: SURVIVAL

All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement.

Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

SECTION 10: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 11: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

SECTION 12: LIABILITY AND INSURANCE

■ The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each Party agrees to accept that coverage as adequate insurance of the other Party with respect to personal injury and property damage.

■ The Parties agree that any tort liability claim, suit, or loss resulting from or arising out of the Parties' performance of, or activities under, this Agreement shall be allocated, as between the Parties, in accordance with law by Risk Management of the Department of Administrative Services for purposes of the Parties' respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party to the Agreement agrees to notify Risk Management and the other Party in the event it receives notice or knowledge of any claims arising out of the Parties' performance of, or activities under, this Agreement.

SECTION 13: DAS REPORTING REQUIREMENT

The Parties agree that OSCIO/GEO shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. OSCIO/GEO shall submit a summary of this Agreement to the Oregon Department of Administrative Services through the electronic Oregon Procurement Information Network (ORPIN), within the 30-day period immediately following the Effective Date of the Agreement.

SECTION 14: RECORDS

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

SECTION 15: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations.

SECTION 16: NO THIRD PARTY BENEFICIARIES

OSCIO/GEO and Umatilla County are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

SECTION 17: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond that Party's reasonable control.

SECTION 18: MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its
Department of Administrative Services
CIO, Geospatial Enterprise Office

UMATILLA COUNTY acting by and through its
County Commission

By: _____
Signature of Printed Name

By: _____
Signature of Printed Name

Printed Name

Printed Name

Title

Title

Date

Date

STATE OF OREGON through its
Department of Administrative Services,
Procurement Services

By: _____
Procurement Services Manager, or Designee

Printed Name

Title

Date

Attachment A
Statement of Work

This Statement of Work (“SOW”) describes the aerial imagery and data hosting services to be provided by a Contractor.

1. Purpose and Background.

Remote sensing data is a crucial spatial information resource for the State of Oregon (the “State”) and its partners. This SOW is designed to enable Agency to collect and distribute high quality, authoritative remote sensing data to meet increased demand, at better resolutions, in a timely manner.

2. Objectives.

The State wishes to acquire new natural color and false color infrared orthorectified digital imagery of the entire state at one foot (“GSD”) resolution on a recurring biennial basis. This SOW requires a higher resolution orthoimagery option for specific areas as shown on Map 2 below.

3. Contractor must provide the following services and deliverables:

3.1. Contractor must provide all survey control acquisition and processing necessary to meet horizontal and vertical accuracy requirements of the deliverables.

3.2. Contractor must provide aerial acquisition and production services to provide orthoimagery and associated products. See SOW Attachment 1 – Imagery Specifications -- for the detailed specifications.

3.3. Contractor must provide remote sensing data hosting and web services. See SOW Attachment 2 – Data Hosting and Web Services -- for the detailed specifications.

4. Project Coordinate System. Unless otherwise specified, the coordinate system for deliverables must be:

Horizontal – Oregon Statewide Lambert, international feet, NAD83 (2011)
Epoch 2010.00 (EPSG:6557)

Vertical – Orthometric NAVD88 (GEOID12B or most current), international feet

5. Licensing of Surveyors and Photogrammetrists.

In Oregon, the practice of photogrammetric mapping without registration is prohibited. ORS 672.028. A person may not practice photogrammetric mapping unless the person is registered and has a valid certificate to practice land surveying, engineering or photogrammetric mapping under ORS 672.002

to 672.325. In addition, for work done in Oregon, new control needs to be established by a licensed surveyor.

6. Project Management.

Contractor must establish and maintain a project management system with a designated project manager for this SOW. Project management must include those activities required to plan, manage, administer, and control efforts to accomplish the objective of this Contract. The project manager will serve as the primary point of contact for Contractor's services under this SOW. The project manager's name and contact information are:

Project manager: _____
Contact information: _____

7. Quality Control.

Contractor must exercise quality control continuously throughout the performance of the Contract. Procedures must be established to assure that all materials are delivered in accordance with the delivery schedule and at the required level of accuracy and quality. Contractor must inspect and constantly monitor the data quality and coverage, and must undertake immediate reflights for any data where the quality fails to meet minimum requirements of the specifications. Any marginal data submitted for inspection which does not meet minimum requirements may be rejected.

8. Inspection and Acceptance.

Agency will inspect all delivered materials to determine conformance to all Contract requirements and specifications. If the inspection reveals deficiencies that may cause increased time and effort in using the deliverables as intended, Agency may require Contractor to re-perform the services in conformity with Contract requirements, at cost to Agency.

9. SOW attachments. The following are attached to this SOW and are incorporated herein.

- SOW Attachment 1: Imagery Specifications
- SOW Attachment 2: Data Hosting and Web Services

SOW Attachment 1

1. Imagery Specifications.

1.1. Statewide one foot imagery

Contractor must acquire precise, vertical, new natural color and false color infrared aerial imagery to support one foot GSD resolution digital orthophotography of the entire state.

1.1.1. Resolution and Accuracy.

Contractor must capture the area of interest with a digital camera controlled with airborne GNSS/IMU and provide any additional ground control necessary to meet the resolutions and minimum accuracies shown in the table below:

Delivered GSD Resolution	Original Image Resolution	ASPRS (2014) Horizontal Accuracy Class	Horizontal Accuracy at the 95% Confidence Level
One foot	greater than one foot	30.00 centimeter	2.41 feet

Digital Terrain Model (DTM).

Contractor may, in its discretion, use any digital terrain model for terrain-correcting the imagery required to meet the horizontal accuracy specification in SOW section 1.1.1. Resolution and Accuracy.

1.1.1.1. Contractor must provide options for Agency to purchase the DTM used for orthophoto production from the Contractor.

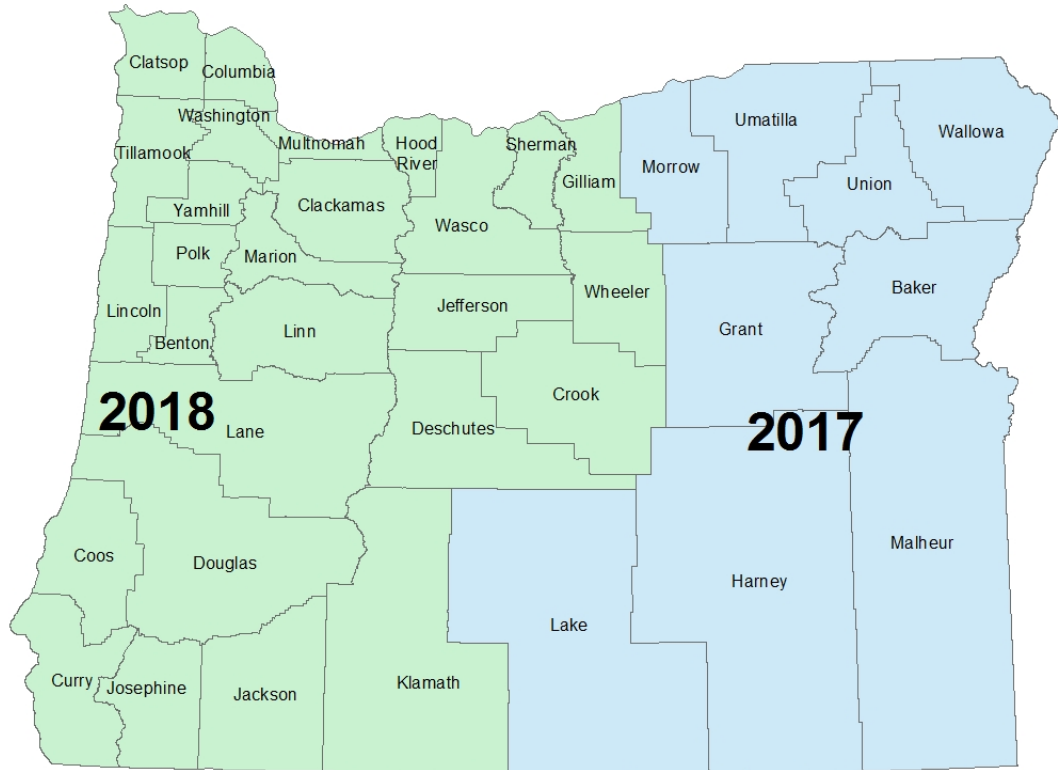
1.1.2. Acquisition Periods and Extent.

Contractor must be ready to fly and begin data acquisition by July 1, 2017. Statewide aerial imagery capture is time sensitive. Contractor must acquire imagery only during that portion of the day when the sun angle exceeds the minimum thirty degrees (30°). Contractor must limit image acquisition to the period from July 1 to August 30, 2017. Acquisition must be divided into two seasons with coverage as shown on the Area of Interest map below.

Season one is from July 1 to August 30, 2017 in eastern Oregon. Season two is from June 1 to July 15, 2018 in western Oregon. Agency will supply an ESRI shapefile of the minimum extent for the statewide one foot acquisition. The initial work order contract will only include the imagery for season one. If

funding is available, a work order contract will be issued in early 2018 for the imagery for Season two.

Map 1: Area of interest map and seasons.



1.1.3. Aerial Image Capture Technology.

Contractor must use industry-standard digital sensor technology and all the accompanying technologies and methods associated with this technology. Contractor's camera system must be capable of producing natural color 3-band and color infrared band imagery products at high resolution, from a single flight mission. The raw images must result in orthophotos which are in 4-band (color and color near-infrared) GeoTIFF format at 8-bits per band.

1.1.4. Photographic Conditions.

Contractor must capture Imagery during periods when the atmosphere is free of smoke, dust, excessive haze and well defined images can be resolved. Image tiles with greater than ten percent (10%) cloud cover or cloud shadows will not be accepted. The ground must be free from snow below timberline, standing water (other than natural or man-made ponds and lakes), flood waters from streams which have overflowed their banks, and wet ground which obscures field, soil or crop boundary lines. Contractor must minimize specular reflections, especially in agriculture areas, by avoiding acquisition during periods of peak solar reflectivity, or by patching the area using imagery from other exposures.

1.1.5. Flight Planning.

Contractor is responsible for all necessary flight planning, including, but not limited to determination of exposure locations, altitudes, and flight directions, required to acquire the imagery. The project area may involve areas of controlled or restricted airspace. Contractor must obtain all approvals necessary to assure compliance with all flight related matters, including that required clearances are achieved. Contractor must submit flight plans in an Esri-compatible shapefile format readable by ArcGIS 10.x prior to all flights, delineating the proposed flight lines and exposure stations. Contractor's flight plan must cover sufficient geography outside the project area to guarantee accurate and complete delivery of the orthophotos required by this Contract.

1.1.6. Digital Orthophoto Tiling and Delivery.

Contractor must provide rectification services to produce 4-band (color and color near-infrared) GeoTIFF format at 8-bits per band digital orthorectified imagery at 1-foot GSD. The digital image must cover the entire image area of one standard quarter-quarter quadrangle (1/16th quad), with a 150 (±15) pixel buffer on all four sides of the QQQ.

Resulting images must be delivered to the State no later than 45 calendar days after the acquisition period. Early and/or incremental delivery is encouraged.

SOW Attachment 2

1. Data Hosting and Web Services.

Contractor must provide data hosting and web services. Contractor's data hosting must include image and raster products specified in this Contract, as well as up to 35 terrabytes of existing image and raster data. Web services must be provided using ESRI ArcGIS Server software. Licensing for ESRI Software will be provided by Agency.

1.1. Data Hosting. Contractor must provide a highly-available server architecture with at least 99% uptime, capable of supporting up to four million hits per month.

1.2. Web Services. Contractor must provide web services using ESRI ArcGIS Server software and support at minimum the REST, WMS and WMTS protocols.

1.2.1. Web Services must be provided for new orthoimagery specified in this Contract.

- a) Contractor must provide Dynamic Image Services with output Spatial Reference of EPSG: 6557 (Oregon Statewide Lambert, international feet, NAD83(2011)).
- b) Contractor must provide Cached Image Services with output Spatial Reference of EPSG:3857 (WGS84 Web Mercator (Auxiliary Sphere))
- c) Caching will be up to Level 19 (1 foot) statewide and Level 20 (6 inch) for urban areas.

1.2.2. Web services must be provided for storing up to four (4) years of historical statewide orthoimagery.

- a) Contractor must provide Dynamic Image Services with output Spatial Reference of EPSG:2992 (Oregon Statewide Lambert, international feet, NAD83)

1.2.3. Web Services must be provided for combined existing and any new lidar raster data acquired under this Contract.

- a) Contractor must provide Dynamic Image Services with output Spatial Reference of EPSG:6557 (Oregon Statewide Lambert, international feet, NAD83(2011))