

CLARK COUNTY STAFF REPORT

DEPARTMENT: Technology Services/GIS Department

DATE: Nov 29, 2016

REQUESTED ACTION:

Request Approval of Intergovernmental Agreement with Portland METRO for purchase of Aerial Photography through the photo consortium.

Consent Hearing County Manager

BACKGROUND

The Clark County GIS Department has traditionally acquired aerial photography every 2 years. The 2016 aerial project is a budgeted project which will not have any additional fiscal impact.

The 2016 aerial project will provide ortho data. The ortho-photography data involves the traditional “straight down” view of the landscape (e.g., building rooftops).

Clark County is participating in a consortium with other local governments in the Portland area. Geoterra is the recommended vendor and their proposed cost is \$95,385 to perform this work.

COMMUNITY OUTREACH

The GIS Department has approached other cities, schools, utility agencies, and county departments to express the benefits and costs of the aerial photography project. This effort yielded several project partners that have agreed to make a financial contribution to assist with the acquisition of the aerial data, services and software.

BUDGET AND POLICY IMPLICATIONS

The primary source of funding for this project will be GIS fund. There is sufficient funding in the budget and fund balance for this project. This project does not require additional funding over what is already budgeted and available.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

*meyer
OK*

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	General fund - 0001 -000-120: GIS
Company Name	

DISTRIBUTION:


Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Nels Mickaelson
GIS Coordinator



Bob Pool
GIS Manager

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: NOV. 29, 2016

SR# SR 243-16



APPROVED: _____
Mark McCauley, County Manager

DATE: _____

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Request approval of IGA and order agreement with Portland METRO. Revenues will include the contributions from the project partners.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 -000-120: GIS	\$69,098.00	\$20,564.00	0	0	0	0
Total	\$69,098.00	\$20,564.00	0	0	0	0

II. A – Describe the type of revenue (grant, fees, etc.)

The revenue involves the financial contributions from the project partners shown below;

Partner	Contribution
City of Vancouver	\$14,277
Port of Vancouver	\$1,500
City of Camas	\$2,308
Vancouver School District	\$2,479
Clark County GIS	\$74,821
TOTAL	\$95,385.00

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001 –000-120: GIS		\$95,385.00					
Total		\$95,385.00					

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables	\$95,385.00					
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	\$95,385.00					

INTERGOVERNMENTAL AERIAL PHOTO CONSORTIUM

ORDER AND AGREEMENT

Metro Contract #934218

IT 16-37

Metro's Data Resource Center (DRC) at the request of the Aerial Photography Consortium (Consortium) has entered into a Contract with GeoTerra® for the purpose of terrestrial aerial photos. In accordance with DRC's responsibilities to the Consortium and legally binding conditions with GeoTerra® the following intent to purchase, terms and conditions are provided.

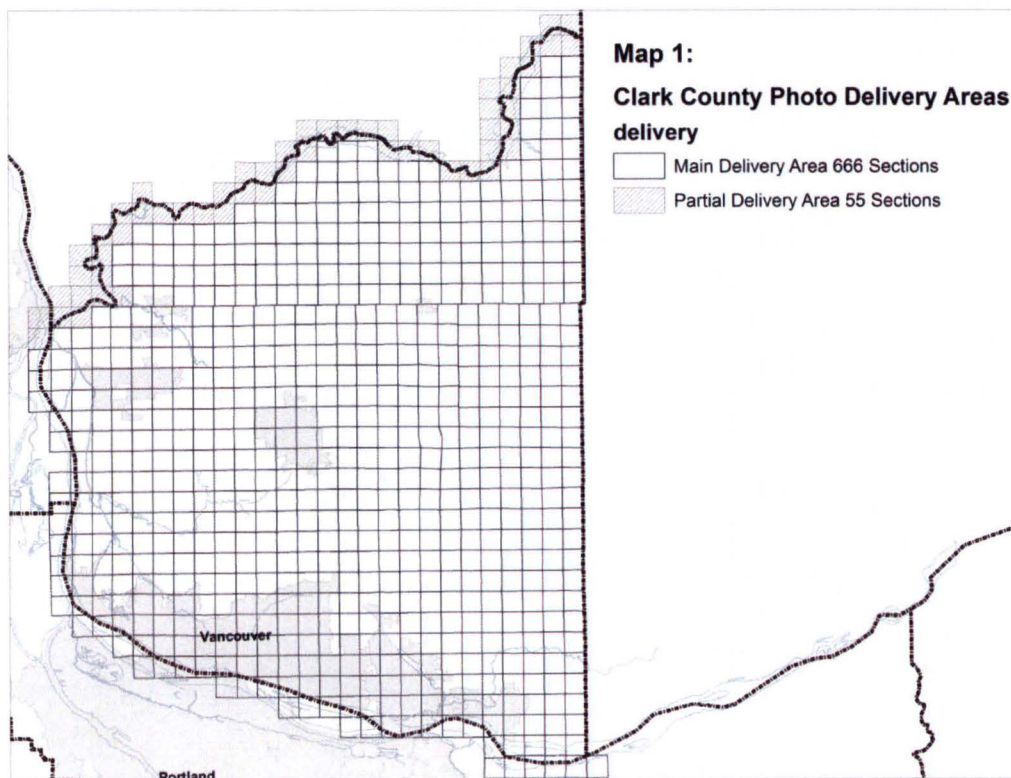
THIS AGREEMENT is made and entered into by and between the DRC and Clark County (hereinafter referred to as "User").

1. PRODUCT ORDERED

1.1 User chooses to participate in the 2016 aerial photo consortium and plans to purchase digital images at a maximum sum not to exceed **NINETY-FIVE THOUSAND THREE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$95,385.00)**.

1.2 Area of Interest

The area to be purchased is shown in the **Map 1** below:



1.3 Deliverables

2016 Clark County 6 inch Orthorectified Images (698 plss sections) \$95,385

- 666 sections that are fully finished.
- 55 sections that are fully finished within the Clark county boundary and partially finished outside the Clark County boundary

The projection for all delivered photos will be

NAD83(CORS96) Washington State Plane South zone, US Survey Feet

2. LIMITED WARRANTY

2.1 Limited Warranty.

(a) User shall have the sole authority and responsibility to determine whether the Product, at the time of delivery, is free of defect, by performing quality control procedures as the product is received.

(b) DRC disclaims any warranties, express or implied, respecting these terms and conditions or the Product.

2.2 Remedy.

(a) User's sole and exclusive remedy for breach of this limited warranty will be to return the Product within 60 days of receipt.

(b) DRC shall, at its discretion, retain the returned Product and refund the fee for the Product, or replace the Product, or repair the Product and return it to the User.

3. LIABILITY

DRC shall not be liable for any activity involving the Product with respect to the following:

(a) The fitness of the Product for a particular purpose.

(b) The installation of the Product, its use or the results obtained.

4. MISCELLANEOUS

4.1 Invalidity.

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and enforced as written to the fullest extent permitted by law.

4.2 Entire Agreement.


This agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, which is not contained herein, shall be binding or valid.

5. AGREEMENT.

User shall supply and ship external hard drives for data delivery as needed. Metro will invoice User as Metro receives invoices from Contractor for work done in User's area of interest.

SIGNATURE PAGE TO FOLLOW

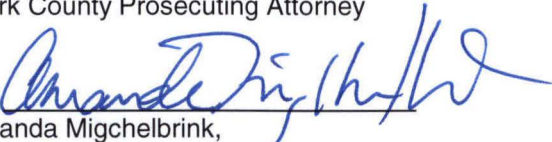
Clark County

By: 
Printed name: MARC BOLDT
Title: Council Chair
Date: NOV-29, 2016

Metro

By: _____
Printed name: _____
Title: _____
Date: _____

Approved as to form only:
Anthony F. Golik,
Clark County Prosecuting Attorney

By: 
Amanda Migchelbrink,
Deputy Prosecuting Attorney

