

Council Business Meeting

June 15th, 2021

Agenda Item	Request for Extension of the Intergovernmental Agreement with RVCOG for Watershed Fire Monitoring	
From	Chris Chambers	Wildfire Division Chief, Fire Department
Contact	Chris.Chambers@ashland.or.us ; (541) 552-2066	

SUMMARY

With support from the Forest Lands Commission and the Wildfire Safety Commission, the Fire Department is seeking City Council approval to continue the use of aerial drones for detection of fires, use of ignition sources, and illegal camping in forested areas in and around the city and lower Ashland watershed. An Intergovernmental Agreement (IGA) was executed for drone services in 2019, extended in 2020, and staff would like Council approval to amend the IGA to continue through the 2021-2023 Biennium (BN).

POLICIES, PLANS & GOALS SUPPORTED

The Wildfire Safety Commission and Forest Lands Commission recommended that Council approve use of drones for fire and illegal camping detection in the 2021-2023 BN.

Drone detection supports enforcement of AMC 10.46 that prohibits camping in public places and City-owned property.

Drone detection supports previous Council Goals regarding protection of the Ashland Watershed along with similar goals in the Climate Energy Action Plan.

PREVIOUS COUNCIL ACTION

In May 2019, Council approved a one-year pilot program to use aerial drones for wildfire prevention on City owned forestlands with an extension through FY2021 approved in 2020. An IGA was executed with Rogue Valley Council of Governments for this service over the past two years.

BACKGROUND AND ADDITIONAL INFORMATION

The City historically sponsored watershed fire safety patrols which initially incorporated volunteers and more recently a contract for patrol services through the Jackson County Sheriff's Office that was terminated in 2018. Evidence of illegal camps and reports from citizens are common and Ashland Fire & Rescue has responded to numerous illegal campfires and several wildfires resulting from camping in the past decade. Though not in the proposed patrol area, the Oak Knoll Fire that burned down 11 homes inside the city was caused by illegal use of fire (cigarettes) in a wildland area.

After Council approval of the 2019 pilot period, the Ashland Parks Commission approved expansion of the patrol area to include the Parks-managed Acid Castle and Burnson-Lawrence properties. In addition, we patrolled adjacent U.S. Forest Service areas that are comingled with City and Parks properties in the lower Ashland Watershed where fire starts, and camping are common. There has been only one citizen complaint during the two years and there were offers to give permission to fly the drone over private lands in the area and general support expressed for the program.

FISCAL IMPACTS

Of the budgeted \$26,000 in the 2019-2021 BN for forest patrol, the RVCOG contract cost the City \$13,008. Costs are expected to increase nominally over the next period, but stay well within budget. Ashland Police Department will follow up on enforcement within the city and on City properties outside the city with existing resources as they have in past years. There was not over and above cost to APD in follow up. Coordination with U.S. Forest Service

law enforcement is ongoing and part of their normal duties. Any fire detected is immediately reported and dispatched through 911.

STAFF RECOMMENDATION

Staff recommends Council approve the extension of an Intergovernmental Agreement with Rogue Valley Council of Governments to end June 30 , 2023 using existing budgeted funds in the City's Wildfire Division.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the extension of the City of Ashland's Intergovernmental Agreement with the Rogue Valley Council of Governments for the purpose of wildfire prevention until June 30, 2023.

REFERENCES & ATTACHMENTS

Attachment 1: 2019 RVCOG IGA for Drone Services

Attachment 2: 2020 Amendment to 2019 IGA

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is made and entered into by and between the Rogue Valley Council of Governments, a voluntary intergovernmental association, hereinafter referred to as "RVCOG," and the City of Ashland, an Oregon municipal corporation, hereinafter referred to as "CITY," both of which are hereinafter referred to collectively as "PARTIES."

WITNESSETH

WHEREAS, RVCOG is a voluntary association of local governments serving Jackson and Josephine Counties, Oregon; and

WHEREAS, CITY is a member agency of the RVCOG; and

WHEREAS, CITY has a need for technological monitoring services; and

WHEREAS, the purpose of this agreement is to make provisions for RVCOG to perform monitoring tasks related to unauthorized fire activity within and around CITY limits.

NOW THEREFORE, in consideration of the mutual terms, conditions, stipulations and covenants herein contained, the PARTIES do hereby agree to the following:

A. SCOPE OF SERVICES

CITY hereby agrees to engage RVCOG and RVCOG hereby agrees to perform and carry out in a legal and proper manner, as reasonably determined by CITY, professional services related to monitoring of CITY-owned properties for the purpose of locating unauthorized fire activity using small Unmanned Aircraft Systems. In the event RVCOG staff locates an unauthorized fire event during monitoring activity, RVCOG staff agrees to immediately contact emergency services to report the location and nature of the fire event. As safety allows, RVCOG staff shall collect aerial images of the fire event for processing and delivery to CITY staff. In the event RVCOG staff locates human activity in the absence of fire activity, RVCOG agrees to report the location and nature of the activity via email to CITY staff upon return to RVCOG offices. Aerial images of humans will not be collected in the absence of suspected unauthorized fire activity but may be collected when associated with suspected unauthorized fire activity. Any images associated with unauthorized fire activity monitoring will be provided to the CITY and are the sole property of the CITY.

B. TIME OF PERFORMANCE

This Agreement shall take effect upon execution by both PARTIES (the "Effective Date"), and unless sooner terminated as set forth in Subsection C.2., this Agreement shall remain in full force and effect up to and including December 31, 2019. A total of three (3) monitoring tasks shall be completed weekly over a period of time not to exceed twelve (12)

cumulative weeks and thirty-six (36) monitoring tasks. This period of time need not be consecutive calendar weeks.

C. AMENDMENTS AND TERMINATION

1. This document constitutes the entire understanding and agreement between the PARTIES, and no other agreement exists between them, either stated or implied. Any amendments or changes to the provisions of this Agreement shall be reduced to writing and signed by both PARTIES.
2. This Agreement may be terminated by either party as follows: a) for any or no reason, upon not less than thirty (30) days' prior written notice to the other party; b) upon not less than seven (7) days' prior written notice upon the other party's default of any term or condition hereof and its failure to cure same within the 7-day period; or (c) if any contemplated funding from CITY is not obtained or continued at levels sufficient to allow for full performance herein, this Agreement may be modified or terminated immediately to accommodate such reduction in funds.
3. Upon termination of this Agreement for reasons other than RVCOG's default, the CITY shall remain responsible to RVCOG for applicable fees incurred for Services performed by RVCOG prior to such termination.
4. Any termination shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

D. PAYMENTS

1. RVCOG will invoice CITY on a monthly basis. CITY shall reimburse RVCOG within 30 days of receipt of invoice. Invoiced costs will be accompanied by documents and receipts evidencing such costs and expenses.
2. CITY will reimburse RVCOG for professional services performed on the unauthorized fire activity monitoring program for CITY by RVCOG employees at hourly rates. Travel time to and from monitoring locations will not be charged for the period of this agreement. One (1) to two (2) hours of hourly rates shall be charged for each small Unmanned Aircraft System mission at a rate of \$100.00 (one hundred dollars) per hour not to exceed \$7,200.00 (seven thousand and two hundred dollars) for thirty-six (36) monitoring missions. An additional eight (8) hours of data processing shall be billed at a rate of \$45.00 (forty-five dollars) per hour not to exceed \$360.00 (three hundred and sixty dollars) for the period of this Agreement.

E. RESPONSIBILITIES

1. CITY shall administratively assist RVCOG in accomplishing the tasks identified under Scope of Services by making the payments identified in Section D. above; maintaining regular communication with RVCOG; helping to resolve differences that may arise

between the PARTIES; and providing background information and technical support as necessary to accomplish any task assigned. RVCOG staff shall be permitted to access and conduct small Unmanned Aircraft System missions on CITY-owned properties as directed by CITY staff.

2. CITY shall make available all necessary information to enable RVCOG employees to undertake the timely implementation of the unauthorized fire activity monitoring program.
3. RVCOG agrees to keep current all necessary business and professional registrations as may be required to perform the services required under this agreement.

F. INDEMNIFICATION

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260-300, the Oregon Constitution, Article XI, Section 7 and the terms of any applicable policies of insurance, the parties agree to save, hold harmless and indemnify each other, including their officers, agents and employees, from any loss, damage, injury, claim, or demand by a third party against either party to this agreement arising from the activities of the other party in connection with this Agreement. Neither party shall be liable for any loss, damage, injury, claim, or demand against each other arising from their respective activities in connection with this agreement, except as otherwise expressly set forth herein.

G. COMPLIANCE WITH LAWS

RVCOG shall comply with all applicable laws, ordinances and codes of the federal, state and local governments in its performance under this Agreement. In the event that CITY directs RVCOG to perform drone-related tasks that are contrary to FAA rules and regulations, RVCOG will not perform those tasks.

H. INSURANCE

RVCOG shall provide to the City upon execution of this Agreement, and prior to performing any work, a certificate of insurance meeting the requirements set forth below (Certificate).

- a) Commercial General Liability with a limit of at least \$1,000,000 (one million dollars) per occurrence, with a \$2,000,000 (two million dollars) annual aggregate.
- b) Workers' Compensation as required by applicable statutory law.
- c) Business Automobile Liability with a limit of at least \$1,000,000 (one million dollars) per occurrence.

All insurance coverages indicated above must be underwritten by insurers licensed to do business in the state in which RVCOG performs its services, and insurers must maintain an A.M. Best Rating of A+ or better.

The City of Ashland shall be named an "Additional Insured" under the Commercial General Liability policy carried by RVCOG via Additional Insured Endorsement attached to the Certificate. In addition, the policy shall be endorsed to state that the coverage extended to the City shall be primary and non-contributory with any insurance coverages maintained by the City. The Certificate shall specify that the above policies may not be canceled nor the coverages reduced without providing the City thirty (30) days' prior written notice by registered mail. Renewal Certificates and endorsements must be issued immediately upon renewal of all policies.

The fulfillment of the insurance obligations shall not otherwise relieve RVCOG of any liability assumed under this Agreement, in any way modify, or limit RVCOG's obligations to indemnify the City hereunder.

I. INDEPENDENT CONTRACTOR

RVCOG is an independent contractor under this Agreement, and neither RVCOG, its subcontractors, nor its employees, are employees of CITY. RVCOG is responsible for all federal, state and local taxes and fees applicable to payments for services of its employees under this agreement.

J. ASSIGNMENT AND SUBCONTRACTS

RVCOG shall not assign this contract or subcontract any portion of the Services without the prior written consent of CITY which consent shall not be unreasonably withheld. Any attempted assignment or subcontract without CITY's written consent shall be void. RVCOG shall be fully responsible for the acts or omissions of any of the assigns or subcontractors and of all persons employed by them. The approval by CITY of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and CITY.

K. LIMITATIONS

This Agreement in no way restricts RVCOG or CITY from participating in similar agreements with other public or private agencies, organizations, or individuals with regard to any aspect of this agreement, so long as the same do not unreasonably interfere with each parties' performance herein.

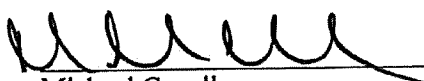
L. REPORTS AND RECORDS

All work or documents produced by RVCOG while working for the CITY under this Agreement shall be the exclusive property of the CITY provided that RVCOG may obtain a copy of any public record information by paying for the reproduction costs thereof.

IN WITNESS WHEREOF, RVCOG and CITY have caused this Agreement to be executed by their authorized representatives as of the date or dates affixed below:

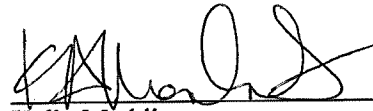
ROGUE VALLEY COUNCIL
OF GOVERNMENTS:

CITY OF ASHLAND:



Michael Cavallaro
Executive Director, RVCOG

7/16/19
Date



Kelly Madding
City Administrator, City of Ashland

7/18/19
Date

Attest: _____
Melissa Huhtala, City Recorder
City of Ashland

Date

AMENDMENT NO. 2
to an
INTERGOVERNMENTAL AGREEMENT
between
THE CITY OF ASHLAND,
an Oregon municipal corporation,
("CITY")
and
THE ROGUE VALLEY COUNCIL OF GOVERNMENTS,
a voluntary intergovernmental association,
("RVCOG")
for
FIRE ACTIVITY MONITORING SERVICES

RECITALS

- A. The CITY and RVCOG previously entered into an Intergovernmental Agreement effective on July 18, 2019 (the "Agreement"), in order for RVCOG to provide fire activity monitoring services to the CITY; and
- B. The CITY and RVCOG previously amended the Agreement effective August 1, 2019 ("Amendment No. 1"), in order to reduce the number of monitoring tasks to be performed and to adjust the compensation to be paid to RVCOG.
- C. The CITY and RVCOG wish to amend the Agreement again in order to extend its term and to increase the number of monitoring tasks to be performed and the amount of compensation to be paid to RVCOG.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

1. Amend Section B., TIME OF PERFORMANCE, of the Agreement as follows, with strikeout wording deleted and underscored wording added:

B. TIME OF PERFORMANCE

This Agreement shall take effect upon execution by both PARTIES (the "Effective Date"), and unless sooner terminated as set forth in Subsection C.2., this Agreement shall remain in full force and effect up to and including ~~December 31, 2019~~ June 30, 2021. A total of three (3) monitoring tasks shall be completed weekly over a period of time not to exceed ~~twelve (12)~~ twenty-two (22) cumulative weeks and ~~thirty-one (31)~~ sixty-six (66) monitoring tasks. This period of time need not be consecutive calendar weeks and may be adjusted upon the written consent of the PARTIES.

2. Amend Section D., PAYMENTS, of the Agreement as follows, with strikeout wording deleted and underscored wording added:

D. PAYMENTS

1. RVCOG will invoice CITY on a monthly basis. CITY shall reimburse RVCOG within thirty (30) days of receipt of invoice. Invoiced costs will be accompanied by documents and receipts evidencing such costs and expenses.
2. CITY will reimburse RVCOG for professional services performed on the unauthorized fire activity monitoring program for CITY by RVCOG employees at the hourly rates and mileage reimbursements as follows at the following costs: One (1) to two (2) hours of hourly rates shall be charged for each small Unmanned Aircraft System mission at a rate of \$100 (one hundred dollars) per hour. Travel time and mission-related administrative duties shall be charged at an hourly rate of \$52.50 (fifty-two dollars and fifty cents) \$60.44 (sixty dollars and forty-four cents) per hour. Mileage reimbursement shall be charged at a rate of \$0.46 (forty-six cents) per mile. Costs for thirty-one (31) sixty-six (66) total flights shall not exceed \$10,026 (ten thousand twenty-six dollars) \$20,018 (twenty thousand and eighteen dollars). For attempted flight missions that could not be completed due to unforeseen weather events, a flat fee of \$100 (one hundred dollars) shall be charged.
3. This Amendment No. 2 shall be effective upon execution by both PARTIES.
4. Except as specifically modified by this Amendment No. 2, the terms and conditions of the Agreement and Amendment No. 1 remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment No. 2 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF ASHLAND, OREGON

By: 

Printed Name: Adam Hanks

Title: Interim City Administrator

Date: 5/28/2020

ROGUE VALLEY COUNCIL OF GOVERNMENTS (RVCOG)

By: 

Printed Name: MICHAEL CAVALARIO

Title: EXECUTIVE DIRECTOR

Date: 5/29/2020

Legal Department Review
DOCUMENT TRANSMITTAL AND CONTROL

This form will accompany the document through the drafting, review, and signature processes, and will be kept with the City's final executed copy of the document.

Document: Amendment No 2 to IGA with RVCOG
(Include names of parties to the document)

Type of Document: Contract Lease Easement Deed IGA

Other (Specify) _____

Dept Contact: Chris Chambers

Dept: Fire Phone: _____

Date submitted to Legal: 5-28-20

Draft due by: 5-29-20

ACTION REQUESTED:

Review Draft ✓

Approve final and forward to:
Adon Harker
(Unless indicated, Legal will return document to you)

Return Requested by: _____

Complete this section ONLY the first time this form is filled out:

Has this document been previously worked on by the Legal Department staff? No Yes
 If yes, by whom? _____

LEGAL DEPT USE ONLY	First Date Received by Legal	Date: <u>5-28-20</u>	By: <u>KLB</u>
	Returned to Dept. for Revision	Date: _____	By: _____
	Received for additional review by Legal	Date: _____	By: _____
	Returned to Dept. for Revision	Date: _____	By: _____
	Received for additional review by Legal	Date: _____	By: _____
	Returned to Dept. for Revision	Date: _____	By: _____
	Received for Additional Review by Legal	Date: _____	By: _____
	Returned to Dept for Revision	Date: _____	By: _____
	Final Logged out by Legal	Date: <u>5-28-20</u>	By: <u>KLB</u>

Comments from LEGAL to DEPARTMENT:
 See Attached.

Comments from DEPARTMENT to LEGAL:

Return original executed document to the City Recorder for safekeeping? No Yes

Does this document need to be recorded? No Yes

CITY ADMINISTRATOR / DEPARTMENT HEAD

Please do not sign the attached document until this form has been approved by the Legal Department.

FINAL LEGAL DEPARTMENT APPROVAL: [Signature] Date: 5-28-20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ward Insurance Agency Inc. PO Box 10167 Eugene OR 97440	CONTACT NAME: Marcy Baker PHONE (A/C, No, Ext): 541-687-1117 E-MAIL ADDRESS: marcy@wardinsurance.net	FAX (A/C, No): 541-342-8280	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Rogue Valley Council of Governments PO Box 3275 Central Point OR 97502-0011	INSURER A : Special Districts Association of Oregon		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1149928529

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PUBLIC OFFICIALS <input type="checkbox"/> PROF. LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	35P44372-429	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPI/OP AGG	\$
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	35P44372-429	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			35P44372-429	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 4,500,000
							AGGREGATE	\$ 4,500,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and all entities required by written contract are included as additional insureds on a primary and non-contributory basis with waiver of subrogation with respects to the general liability and auto liability as required by written contract per attached endorsements. Subject to policy limits, terms, conditions and exclusions.

Certificate holder includes: City of Ashland, its officers, employees and agents.

CERTIFICATE HOLDER**CANCELLATION**

City of Ashland 20 East Main Street Ashland OR 97520 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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