

Council Business Meeting

May 5, 2020

Agenda Item	Summary of 2019 Aerial Drone Fire Patrol and Request for Extension of the Intergovernmental Agreement with Rogue Valley Council of Governments for Fire Season Drone Detection	
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, Ashland Fire & Rescue (AF&R) 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. The 2019 pilot year of this program was successful and accomplished under budget due in part to a shorter fire season. An Intergovernmental Agreement (IGA) was executed for drone services in 2019 and staff would like Council approval to amend the IGA to continue through fiscal year 2021.

POLICIES, PLANS & GOALS SUPPORTED

In 2019, the Wildfire Safety Commission and Forest Lands Commission recommended that Council approve the use of drones for fire and illegal camping detection. Drone detection supports enforcement of AMC 10.46 that prohibits camping in public places and on City-owned property. Drone detection also supports previous Council Goals regarding protection of the Ashland Watershed along with similar goals in the Climate Energy and Action Plan.

PREVIOUS COUNCIL ACTION

In May of 2019, Council approved a one-year pilot program to use aerial drones for wildfire prevention on City owned forestlands. An IGA was executed with Rogue Valley Council of Governments (RVCOG) for this service.

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 AF&R 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 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, AF&R patrolled adjacent U.S. Forest Service areas that are comingled with City and Parks properties in the lower Ashland Watershed where starting fires and camping are prevalent. The added areas are in the same elevations and topography as the City's watershed lands and were easily added into the fly over route. There were no citizen complaints and there were offers to give permission to fly the drone over private lands in the area.

FISCAL IMPACTS

Of the budgeted \$13,000 in the first fiscal year for forest patrol, the RVCOG contract cost the City \$5,982. The low cost was in part due to a late start and early end to fire season. This fire season looks to be starting earlier than last, and costs will be adjusted by alternating between two and three days a week patrol to stay within budget.

Ashland Police Department (APD) will follow up on enforcement within the city and on City properties outside the city limits with existing resources as done in 2019. There was no over and above cost to APD in follow up last year.

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, 2021 using budgeted funds in the City's Wildfire Division.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the extension of the City of Ashland's 2019 Intergovernmental Agreement with the Rogue Valley Council of Governments for the purpose of wildfire prevention until June 30, 2021.

REFERENCES & ATTACHMENTS

Attachment 1: 2019 RVCOG IGA for Drone Services

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.

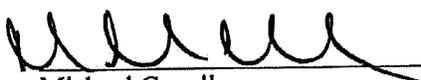
L. REPORTS AND RECORDS

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:

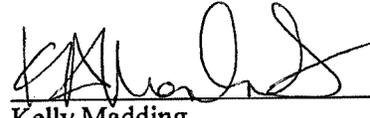
ROGUE VALLEY COUNCIL
OF GOVERNMENTS:

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. 1
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 wish to amend the Agreement to reduce the number of monitoring tasks to be performed and to adjust the 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. 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)~~ thirty-one (31) monitoring tasks. This period of time need not be consecutive calendar weeks.

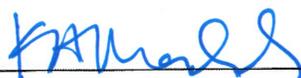
2. Amend Section D., PAYMENTS, of the Agreement as follows, with strikeout wording deleted and underscored wording added:

D. PAYMENTS

1. RVCOG will invoice CITY on a monthly basis. CITY shall reimburse RVCOG within 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.~~ and mileage 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) per hour. Mileage reimbursement shall be charged at a rate of \$0.46 (forty-six cents) per mile. Costs for thirty-one (31) total flights shall not exceed \$10,026 (ten thousand twenty-six 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. 1 shall be effective retroactively to August 1, 2019.
4. Except as specifically modified by this Amendment No. 1, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment No. 1 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: Kelly A. Maddaloni

Title: CITY Administrator

Date: 12/2/19

ROGUE VALLEY COUNCIL OF GOVERNMENTS (RVCOG)

By: 

Printed Name: MICHAEL CAVALLO

Title: EXECUTIVE DIRECTOR

Date: 11/20/19