

BEFORE THE CONTRACT REVIEW BOARD
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN)	RESOLUTION NO. 89-1118
EXEMPTION TO METRO CODE CHAPTER)	
2.04.044 COMPETITIVE BIDDING)	Introduced by the
PROCEDURES AND AUTHORIZING A SOLE)	Intergovernmental Relations
SOURCE AGREEMENT WITH BERGMAN PHOTO-)	Committee
GRAPHIC SERVICES FOR THE PURCHASE OF)	
AERIAL PHOTOGRAPHS)	

WHEREAS, On February 19, 1989, by Resolution No. 89-1043, the Council of the Metropolitan Service District approved Metro's continued parks planning and coordination role, including natural areas planning for the region; and

WHEREAS, Consistent with Resolution No. 89-1043, Metro's Parks and Natural Areas Advisory Group, whose membership includes Metro Councilors, local jurisdictions, the Tualatin Hills Park & Recreation District, state and federal agencies, park advocate organizations and interested citizens, developed a Fiscal Year 1989-1990 natural areas analysis workplan; and

WHEREAS, Updated color infrared aerial photographs of the region are essential to the timely completion of the natural areas workplan; and

WHEREAS, Bergman Photographic Services has the only set of 1989 color infrared photographs at the scale ideally suited for analyzing natural areas and the photographs form the only available set covering the four county metropolitan region -- Clackamas (excluding the Mount Hood National Forest), Clark, Multnomah and Washington counties, and Sauvie Island; and

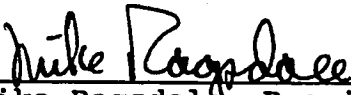
WHEREAS, Bergman Photographic Services has discounted the cost of the aerial flight to Metro in order to retain ownership of the

negatives and future marketing and distribution rights of the photos to local jurisdictions and all interested public and private entities; and

WHEREAS, Bergman Photographic Services will offer substantial discounts for photographs to sponsors of the project; now, therefore, BE IT RESOLVED,

That based on the findings attached as Exhibit "A" and incorporated herein, the Contract Review Board hereby exempts the attached contract (Exhibit B hereto) with Bergman Photographic Services from the competitive bidding requirements under Metro Code Chapter 2.04.044 for the purchase of color infrared aerial photographs with discounted prices for sponsors of the project, covering the four county metropolitan area of Clackamas (excluding the Mount Hood National Forest), Clark, Multnomah and Washington counties, and Sauvie Island).

ADOPTED by the Contract Review Board of the Metropolitan Service District this 27th day of July, 1989.


Mike Ragsdale, Presiding Officer

DISK:MCH
A:\891118.RES

EXHIBIT "A"

The Contract Review Board has considered the staff presentation in consideration of this Resolution and makes the following findings of fact:

1. Planning and Development has a need for current color infrared aerial photographs for the metropolitan area -- Clackamas (excluding the Mount Hood National Forest), Clark, Washington and Multnomah counties, including Sauvie Island to conduct a regional natural areas analysis consistent with Metro's natural areas work program adopted in Resolution No. 89-1043.
2. Color infrared photography is needed to identify various types of vegetation, water bodies and natural areas.
3. A scale of 1:24,000 (1 inch = 2,000 feet) is necessary for the regional natural areas analysis, because this scale shows regional linkages between parks and natural areas in a usable format.
4. Spring 1989 is the date of Bergman Photographic Services' most current color infrared photography for the four county metropolitan area (excluding the Mount Hood National Forest in Clackamas County, and including Sauvie Island) available at a scale of 1:24,000.
5. Metro Planning and Development Department staff contacted 19 private vendors and various governmental agencies to determine whether current color infrared photographs for the region at the at a scale of 1:24,000 were available. Staff research showed that the most up-to-date photographs available from any other vendor or governmental agency were eight years old and did not cover the entire region.
6. Development and the growth of vegetation make eight year old data insufficient for the purposes of Metro's regional natural areas analysis.
7. Nineteen governmental agencies and nonprofit organizations have committed \$18,000 toward this particular color infrared photography project.
8. Based on Planning and Development Department staff review of the lack of availability of appropriate color infrared photography at a scale of 1:24,000 from other private vendors or government agencies, and based on the negotiated discounts for both the initial flight cost to Metro, and the price of the color infrared photographs to all project sponsors, it is unlikely that the exemption of this contract from competitive bids will encourage favoritism or substantially diminish competition for public contracts.

9. The award of this public contract based on an exemption from competitive bidding will result in substantial cost savings to Metro and other public agencies and nonprofit organizations by sharing the project cost and by designing the photographic data to meet the needs of each contributing entity.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 900 980 (P.D.) BUDGET CODE NO. 140-112-000-524190-41102
 FUND: Planning DEPARTMENT: P&D (IF MORE THAN ONE) _____
 SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT To purchase aerial photographs which are color infrared at a scale of 1 inch = 2,640 feet and 1 inch = 2,000 feet.

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES Bergman Photographic Services and Metro

5. EFFECTIVE DATE 7-27-89 TERMINATION DATE 10-31-89
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 25,000.
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ 25,000.

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1989-890 \$ 25,000.
 B. BUDGET LINE ITEM NAME Prof. Services AMOUNT APPROPRIATED FOR CONTRACT \$ 25,000.
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF July 1, 1989 \$ 25,000.

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

N.A. (Sole Source Contract)

SUBMITTED BY _____ \$ _____ AMOUNT MBE

SUBMITTED BY _____ \$ _____ AMOUNT MBE

SUBMITTED BY _____ \$ _____ AMOUNT MBE

9. NUMBER AND LOCATION OF ORIGINALS 3-Bergman Photographic Services; Metro Contracts Division; Metro Planning & Development

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE
 TYPE OF BOND _____ AMOUNT \$ _____
 TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | | | |
|------|-------------|---------|-------|------------------------------|
| NAME | <u>N.A.</u> | SERVICE | _____ | <input type="checkbox"/> MBE |
| NAME | _____ | SERVICE | _____ | <input type="checkbox"/> MBE |
| NAME | _____ | SERVICE | _____ | <input type="checkbox"/> MBE |
| NAME | _____ | SERVICE | _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
 YES NO
- B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
 YES DATE _____ INITIAL _____
16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

Richard Carson
 DEPARTMENT HEAD

Don Cox by CP
 FISCAL REVIEW

Jennifer Armin
 BUDGET REVIEW 7-18-89

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

1. _____
 COUNCILOR

2. _____
 COUNCILOR

3. _____
 COUNCILOR

COUNCIL REVIEW

(IF REQUIRED)

DATE _____

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000 Larry Shaw 7/17/89

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

PUBLIC CONTRACT

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and BERGMAN PHOTOGRAPHIC SERVICES whose address is 7816 S.E. 13th Ave. Portland, Oregon 97202, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment "A." All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 27, 1989 through and including October 31, 1989.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment "B." Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment "B."

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI

INSURANCE

CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of CONTRACTOR's employees

engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to METRO. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them. CONTRACTOR shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work attached hereto, CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII

PUBLIC CONTRACTS

CONTRACTOR shall comply with all applicable provisions of ORS Chapters 187 and 279 and all other conditions and terms

necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Contract. CONTRACTOR acknowledges receipt of copies of ORS 187.010-.020 and 279.310-.430.

ARTICLE VIII
ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX
QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X
OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and

it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI

SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract. METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

If required in the Scope of Work, CONTRACTOR agrees to make a good faith effort, as that term is defined in METRO's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting N.A. percent of the contract amount to Disadvantaged Business Enterprise and N.A. percent of the contract amount to Women-Owned Business Enterprise. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO's Disadvantaged Business Program.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract

are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

BERGMAN PHOTOGRAPHIC SERVICES

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments

ATTACHMENT "A"

SCOPE OF WORK/PRODUCTS TO BE PURCHASED

1. Contractor will deliver to Metro:
 - o a complete set of contact prints at a scale of 1 inch = 2,640 feet of the color infrared aerial photographs for the four county metropolitan area -- Clackamas (excluding the Mount Hood National Forest), Clark, Multnomah and Washington counties, and Sauvie Island within 30 days of the date this contract is executed.
 - o a complete set of color infrared semi-rectified prints at 1:24,000 (1 inch = 2,000 feet) for the three county metropolitan area -- Clackamas (excluding the Mount Hood National Forest), Multnomah and Washington counties, and Sauvie Island within 90 days of the date this contract is executed.
 - o a second complete set of color infrared contact prints at a scale of 1 inch = 2,640 feet for Clark County within 30 days of the date this contract is executed.
 - o sets of contact prints (to be delivered within 45 days) and semi-rectified prints (to be delivered within 90 days) per any of the specifications as listed above. These prints are for the sponsors of the flight.
2. Contractor agrees as a purchase condition to maintain the special prices for sponsors of the aerial photography project in Attachment B (including no retrieval or management fees; and offering lower prices to sponsors than those listed for non-sponsors). Metro has the right to add organizations and individuals to the "sponsors list" at its sole discretion and at any time. The "sponsors list" and special prices shall be in existence for a period of 24 months from the date of the execution of this contract. Prices to sponsors shall not increase during this period.
3. Contractor agrees that no minimum number of photographs must be ordered, and that Metro may order any number of contact or semi-rectified prints.
4. Contractor agrees that enlargements from the color infrared photographs in this contract may be ordered by Metro and sponsors without retrieval or management fees, and at additional discounts to be negotiated from non-sponsor prices.

ATTACHMENT "B"

COMPENSATION

1. Total contract cost shall not exceed \$25,000.
 - o Discounted cost of the flight and one set of contact prints for the four county metropolitan area, excluding Mount Hood National Forest in Clackamas County, and including Sauvie Island will be \$12,101.
 - o Specifications for the types of prints are detailed in Attachment "A".
 - o Cost of contact prints to Metro and sponsors will be \$2.50 per print;
 - o Cost of the first set of any order of semi-rectified prints to Metro and sponsors will be \$12.00 per print, and subsequent prints ordered at the same time will be \$5.00 per print.
2. Cost of any retrieval or management fees shall be waived by contractor for all orders by Metro and sponsors for a period of 24 months from the date of the execution of this contract.
3. Contractor will be paid in no more than three installments upon delivery and satisfactory inspection of products as specified in Attachment "A" by Metro. Contractor will be paid in-full by October 31, 1989.
4. Each installment will be paid to contractor within 14 days upon receipt of an invoice by Metro.
5. Metro agrees that Article X above does not apply to the photographs, negatives and future reproduction rights that are the subject of this contract. Contractor retains ownership of aerial photo negatives, and the right to market, reproduce, sell and distribute photographic products subject to the specific agreements in attachments "A" and "B".

HANDED OUT AT the
7-18-89 IGR Committee
Meeting

Summary
PORTLAND METROPOLITAN REGION FLIGHT

July 18, 1989

Background:

Metro Regional Parks Study
Natural Areas Map
Desire to update map
Mike Houck (Audubon) - Urban Wildlife Refuge System
Joint sponsorship by various jurisdictions and agencies
Sponsorship provides substantial cost savings when ordering prints
Approximately 25 of 40 jurisdictions contacted have agreed to sponsor

Flight Description:

Total of approximately 525 photos
Approximately 4.5 X 4.5 miles per frame
Four county area -- Washington, Multnomah, Clark & Clackamas (not MHNF)
Flown in 24 E-W strips, beginning at southern end of Clackamas County
Dates: late May - early June, 1989
CIR, 1" = 2640' (1:31,680), 6" fl @ ca 16,000 ft AGL
Color Infrared (CIR): red tones = vegetation
light blue/white = built-up/inert materials
black/dark blue = clear water

Copying and enlargement capability:

Contact size: 1" = 2,640' on 9"x9" print
Match to USGS topo map - 1" = 2,000' (1:24,000)
Test enlargements: 1.32 X = 1" = 2,000'
2.64 X = 1" = 1,000'
5.28 X = 1" = 500'
10.56 X = 1" = 250'
21.1 X = 1" = 125'

Immediate uses of the photographs:

Metro mosaic
Update Natural Areas Map
Will provide complete coverage
Greater detail due to larger scale
Can expand categories of data
Map will be compiled in format allowing easy entry into RLIS

There are numerous other possible applications of the photographs:

Detailed Natural Areas Study
Land Use Mapping
Regional Growth Monitoring
Regional Transportation Planning
Water Resources: Stormwater retention planning
Non-point Pollution Source Identification



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503 221-1646

Memorandum

Agenda Item No. 3

Date: July 12, 1989

To: Council Intergovernmental Relations Committee

From: Jessica *JPM* P. Marlitt, Council Analyst

Regarding: RESOLUTION NO. 89-1118 -- AUTHORIZING A SOLE SOURCE AGREEMENT WITH BERGMAN PHOTOGRAPHIC SERVICES FOR THE PURCHASE OF AERIAL PHOTOGRAPHS

At the July 5, 1989 meeting, the Committee reviewed and recommended to the Council for approval Resolution No. 89-1105, "Authorizing an exemption to Metro Code Chapter 2.04.044 competitive bidding procedures and authorizing a sole source agreement with the Portland Audubon Society for the purchase of aerial photographs." In clarifying the specific purchase arrangements with Audubon after the committee meeting, Metro staff discovered Audubon does not own the photographs -- they have not yet bought them from their contracted photographer -- and thus a sole source contract with Audubon is inappropriate. To conduct the purchase consistent with the Metro Code, Legal Counsel has worked with Planning & Development staff to rewrite the contract with the actual sole source entity, Bergman Photographic Services. Resolution No. 89-1118 would replace Resolution No. 89-1105 and provide for a sole source agreement between Metro and Bergman Photographic Services. The findings and conditions of the sole source purchase are unchanged, but Resolution No. 89-1118 makes sure the contract is with the actual product provider, Bergman Photographic Services.

Planning & Development staff and Legal Counsel Larry Shaw will present the staff report and revised contract at the meeting. The project scope and budget will remain the same as under Resolution No. 89-1105. If you have any questions or would like to review this prior to the July 18, 1989 meeting, please contact Mel Huie or myself.

jpm a:\sole718.mem
7/12/89

INTERGOVERNMENTAL RELATIONS
COMMITTEE REPORT

RESOLUTION NO. 89-1118, AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.044 COMPETITIVE BIDDING PROCEDURES AND AUTHORIZING A SOLE SOURCE AGREEMENT WITH BERGMAN PHOTOGRAPHIC SERVICES FOR THE PURCHASE OF AERIAL PHOTOGRAPHS

Date: July 18, 1989

Presented By: Councilor Devlin

COMMITTEE RECOMMENDATION: At the July 18, 1989 Intergovernmental Relations Committee meeting, members present -- Councilors Collier, DeJardin, Gardner and myself -- voted unanimously to recommend Council adoption of Resolution No. 89-1118. Councilor Bauer was absent.

COMMITTEE DISCUSSION/ISSUES: Planning & Development Department Director Rich Carson and Parks Program Coordinator Mel Huie presented the staff report and resolution. Staff reviewed the background to the development of the proposed sole source contract with Bergman Photographic Services, noting the following points:

- o A key component of the FY89-90 natural areas work program approved by the Council is the updating of regional aerial photographs; for the work program to be done in FY89-90, the aerial photography had to be shot this Spring.
- o Neither Metro nor any other member of the Parks Forum Advisory Group could finance the aerial photography this Spring; to keep the project moving, the Audubon Society agreed to commit to funding the aerial photography, with the understanding Metro and local jurisdictions would work to raise funds to cover the project.
- o Audubon Society worked with Bergman Photographic Services to conduct the flight, but no money has been paid to Bergman; local jurisdictions did not send funds to support the project to Audubon but made checks out to Metro instead. Metro now has the outside revenues to pay for the flight and photographs.
- o Although the IGR Committee considered a resolution July 5 to provide for a sole source contract for the aerial photographs between Metro and the Audubon Society, the contract should appropriately/legally be between Metro and Bergman Photographic Services.

Metro Legal Counsel Larry Shaw reiterated the contract is appropriately sole source as Metro staff contacted 19 local area photographic services, as well as government entities involved in this type of work, and no one carries the needed photographs. It was also noted the legal arrangement for Bergman to retain ownership, marketing and royalty rights of the negatives was in Metro's best interest in terms of avoiding any conflicts with Public Records law.

Staff emphasized the benefit to project sponsors (local jurisdictions, non-profits and Parks Forum members) who have contributed to cover the flight costs is a 24 month/2 year guaranteed discounted price on all prints and future orders.

jpmdisk a:\res1118.cr

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1118 FOR THE PURPOSE OF APPROVING A SOLE SOURCE CONTRACT WITH BERGMAN PHOTOGRAPHIC SERVICES FOR THE PURCHASE OF AERIAL PHOTOGRAPHS

Date: July 18, 1989

Presented by:
Rich Carson
Mel Huie

FACTUAL BACKGROUND AND ANALYSIS

Resolution 89-1118 approves a sole source contract with Bergman Photographic Services (BPS) to provide Metro with a set of color infrared aerial photographs of the four county metropolitan area -- Clackamas (excluding the Mount Hood National Forest), Clark, Multnomah and Washington counties. Sauvie Island will also be photographed. The photographs will enable Metro to conduct a regional natural areas analysis/field study consistent with Metro's adopted parks and natural areas work program under Resolution No. 89-1043.

The most recent color infrared set of photographs available to Metro are eight years old; do not cover the entire region; and are at an inappropriate scale for natural areas analysis. Development in the region over the past eight years has potentially decreased many natural areas (e.g. wetlands, riparian areas, forests, and other habitats for wildlife). Developing an up-to-date inventory of what natural areas remain is a major task of Metro's Parks & Natural Areas Planning Program. The inventory will include both publicly and privately held lands, and will be coordinated with local jurisdictions' Goal 5 inventories.

Over the last 18 months, Metro's Parks and Natural Areas Advisory Group developed (and the Council approved, as noted above) a natural areas work program, a key part of which is the updating of regional aerial photographs. The photographs needed to be shot this Spring, with vegetation in full bloom, to ensure a comprehensive natural areas study and to keep the work program on schedule. Neither Metro, nor any other local jurisdictions or organizations, were able to commit financial support for the estimated \$18,000 project this Spring. Since that time, a cooperative effort by cities and counties, Tualatin Hills Park and Recreation District, Unified Sewerage Agency, Oregon Department of Fish and Wildlife, park advocate organizations, neighborhood associations, and other nonprofit organizations, has raised sufficient funds to pay for the aerial photography project. The flight has been completed by the vendor and the photograph negatives are ready for developing, based on the total number of photos desired by Metro.

Funding for the aerial photographs will come entirely from non-Metro sources. Financial support has been committed by a variety

of local jurisdictions, service districts, and park advocate organizations. \$18,000 has been raised to date for the aerial photographs. Planning and Development has \$25,000 designated for expenditure on the aerial photography project in the FY89-90 budget. The \$7,000 difference will provide budget expenditure authority to collect revenues and purchase additional prints for local jurisdictions as orders are received. The subsequent analysis/field study will be funded by Metro (\$20,000) and local contributions (\$4,500 to date). Through this partnership a process is being established to develop a common database and analysis/ field study for natural areas planning in the region.

Planning and Development Department and Council staff are working with Metro's Parks & Natural Areas Advisory Group, which includes local park and planning departments, Tualatin Hills Park and Recreation District, state and federal agencies, park advocate organizations, including the Audubon Society, and citizens, to oversee the aerial photography project. In addition, various Metro Councilors have been attending the Park Forums over the past year.

Planning and Development Department staff called 19 aerial photography vendors listed in the U.S. West Direct Yellow Pages and various governmental agencies for availability of 1989 color infrared photographs for the four county metropolitan area at a scale of 1:24,000. No private vendor nor governmental agency can supply the photographs required by Metro. Only Bergman Photographic Services has the photographs Metro needs.

Bergman Photographic Services is uniquely qualified to provide the aerial photographs for the following reasons:

- o It has the only set of 1989 color infrared photos at a 1:24,000 scale (1 inch = 2,000 feet) ideally suited for natural areas analysis.
- o The photographs form the only available set covering the four county metropolitan area -- Clackamas (excluding the Mount Hood National Forest), Clark, Multnomah and Washington counties, and Sauvie Island.
- o In conducting its aerial photography work, Bergman Photographic Services utilized expert advice from the fields of geography, database systems, and biology/botany, ensuring the highest standards of quality.
- o Bergman Photographic Services discounted the flight cost in order to retain marketing and distribution rights for future sales to local jurisdictions and all interested public and private entities. Sponsoring organizations of the flight will receive substantial discounts for photographs.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 89-1118.