BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 16-10-18-04

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT) GEOMETRONICS UNIT THAT AUTHORIZES LANE COUNTY TO TRANSFER THE MANAGEMENT OF A GPS REFERENCE STATION DESIGNATED AS LFLO TO ODOT

WHEREAS, ORS 190.110 provides that state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, the State of Oregon, by and through its Department of Transportation Geometronics Unit has requested that Lane County relinquish management of a GPS reference station designated as LFLO, located at the Lane County Zone 5 Maintenance Shops in Florence, to the State; and

WHEREAS, the GPS reference station, designated as LFLO, is an integral component to the Oregon Real-time GNSS Network (ORGN), operated and controlled by ODOT; and

WHEREAS, the Lane County Surveyor's Office has deemed it in the best interest of both parties that GPS reference station LFLO be managed by the State for the benefit of the ORGN; and

WHEREAS, the State of Oregon, by and through its Department of Transportation has presented the Intergovernmental Agreement, a copy of which is presented as Attachment "A", for consideration and approval; and

WHEREAS, duration of this agreement is 20 years, and said terms recited in Attachment "A" have been reviewed and approved by Lane County Legal Counsel;

NOW, THEREFORE, the Board of County Commissioners of Lane County ORDERS as follows:

1. The Intergovernmental Agreement substantially in conformance with Attachment "A" is executed with the Oregon Department of Transportation.

2. The County Administrator is authorized to execute this agreement.

ADOPTED this 18th day of October, 2016.

Faye Stewart, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 10-17-16

LANE COUNTY OFFICE OF LEGAL COUNSEL
INTERGOVERNMENTAL AGREEMENT
Lane County GPS Antenna
Oregon Real-time GPS Network

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State;” and Lane County, acting by and through its elected officials, hereinafter referred to as “Agency,” individually referred to as the “Party” and collectively referred to as the “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

2. The Oregon Department of Transportation (ODOT) Geometronics Unit is operating and expanding the Oregon Real-time GPS Network (ORGN), a network of permanently installed, continuously operating GPS reference stations.

3. The ODOT Geometronics Unit is responsible for enhancing and maintaining the vertical and horizontal geodetic control infrastructure across the state of Oregon. The establishment and operation of the ORGN in Oregon helps accomplish this mission.

4. The GPS network consists of GPS Continuously Operating Reference Stations (CORS) that provide real-time kinematic (RTK) correctors to field GPS users over the internet via cellular phone networks. GPS users that are properly equipped to take advantage of these correctors can survey in the field to the one centimeter horizontal accuracy level in real time.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree that State may install a permanent Global Positioning System (GPS) antenna on Agency’s Road Department’s Office in Florence Oregon using Agency’s power and internet connection, as well as install a metal cabinet to house the GPS receiver, 12-volt power supply charger and 12-volt battery, hereinafter referred to as “Project”. The location of the Project is approximately as shown on the Project Location Map attached hereto, marked “Exhibit A”, and by this reference made a part hereof.

2. State is solely responsible for all costs associated with installation, maintenance, and operation of the Project. Agency shall not be liable for any expenditures under this Agreement.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance (and power if applicable) responsibilities twenty (20) calendar years. State reserves the right to remove any equipment installed by State on behalf of the Project.

AGENCY OBLIGATIONS

1. Agency grants State the right to enter onto Agency’s property for the performance of duties as set forth in this Agreement, and for the purpose of ongoing maintenance of the Project.

2. Agency grants State electronic access to the Global Navigation Satellite System (GNSS) sensor through specific Internet Protocol (IP) and port for the performance of duties as set forth in this Agreement, and for the purpose of ongoing maintenance of the Project.

3. The ORGN is available for the use and benefit of the units of Local Governments. In exchange for this use, housing of State’s equipment on Agency’s property will be at no expense.

4. Agency shall not be liable for any expenditures under this Agreement.

5. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

6. Agency’s Project Manager for this Project is Mikeal (Jay) Blomme’, PLS Lane County Surveyor 3050 N. Delta Hwy., Eugene, OR. 97408, 541-682-6997 (Office) 541-513-8316 (Cell), Mikeal.BLOMME’@co.lane.or.us or assigned designee upon individual’s absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall complete a Site Reconnaissance Packet, as shown on “Exhibit B”, attached hereto and by this reference made a part hereof.

2. State shall conduct a pre-work meeting at the Project location with the Parties prior to any construction activity.

3. State shall install the GPS antenna on the existing Pillar as shown in “Exhibit B.”

4. State shall install a metal cabinet in Agency’s Road Department’s office building in the communication room, to sufficiently house the GPS receiver, 12-volt power supply charger, and 12-volt battery.
5. State shall retain ownership of all equipment installed by State as part of the Project and shall remove equipment upon termination of Agreement.

6. State shall give at least one working days' notice, and not less than 24 hours, of State's intent to enter the property for maintenance or other duties under this Agreement.

7. State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.

8. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

9. State shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, State expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. All employers, including State, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. State shall ensure that each of its subcontractors complies with these requirements.

11. The State of Oregon agrees to be responsible for any damage or any third party liability which may arise from its participation regarding the work under this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of the State. The State shall not be required to indemnify or defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency.

12. Notwithstanding the foregoing defense obligations under the paragraph above, neither State nor any attorney engaged by State shall defend any claim in the name of Agency, nor purport to act as legal representative of Agency, without the prior written consent of Agency’s legal counsel. Agency may, at anytime at its election assume its own defense and settlement in the event that it determines that State is prohibited from defending Agency, or that State is not adequately defending Agency's interests, or that an important governmental principle is at issue or that it is in the best interests of Agency to do so.
Agency/State
Agreement No. 31307

Agency reserves all rights to pursue any claims it may have against State if Agency elects to assume its own defense.

13. While using Agency's premises, State agrees to carry a Commercial General Liability or Self-insurance policy with a limit or property damage of $100,000 any single claimant and $500,000 for all claimants; for all other claims $1,500,000 any single claimant and $3,000,000 for all claimants. State shall provide Agency with a certificate of insurance confirming the required coverage prior to the use of Agency's premises. Agency will be named as an additional insured on the General Liability policy as respects to the use of Agency's premises under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of State or the fault of State's agents, representatives or contractors.

14. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.

15. State's Project Manager for this Project is Joseph Thomas, Geometronics Manager, ODOT, Technical Services, Geometronics, 4040 Fairview Industrial Drive SE, Salem, OR 97302, (503) 986-3316, JosephR.Thomas@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

   a. If Agency fails to perform any of the other provisions of this Agreement, in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

   b. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

   c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. Agency acknowledges and agrees that State, the Oregon Secretary of State’s Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

5. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**Lane COUNTY**, by and through its elected officials

By ________________________________  
Date ______________________________

By ________________________________  
Date ______________________________

By ________________________________  
Date ______________________________

**Agency Contact:**  
Mikeal (Jay) Blomme', PLS Lane County SurveyorLane County  
3050 N. Delta Hwy.,  
Eugene, Or. 97408  
(541) 682-6997  
Mikeal.BLOMME’@co.lane.or.us

**STATE OF OREGON**, by and through its Department of Transportation

By ________________________________  
Technical Services Manager/Chief Engineer  
Date ______________________________

**APPROVAL RECOMMENDED**

By ________________________________  
Joseph A. Grey, State Right of Way Manager  
Date ______________________________

By ________________________________  
Joseph R. Thomas, Technical Services,  
Geometronics Manager  
Date ______________________________

**State Contact:**  
Randy Oberg, PLS Geodetic Surveyor  
ODOT, Tech. Services - Geometronics  
4040 Fairview Industrial Drive SE MS#4  
Salem, OR 97302  
(503) 986-3041  
Randy.D.OBERG@odct.state.or.us
EXHIBIT A – Project Location Map to Agreement No. 31307

Lane County Shops
1300 20th Street
Florence, OR 97439
Oregon Real Time Network Reconnaissance Pack
For New Sites

Submit to:

Ken Bays
200 Hawthorne Ave SE, Ste B-250
Salem, OR 97301-5193
(503) 986-3543
kenneth.bays@odot.state.or.us

<table>
<thead>
<tr>
<th>Site Name:</th>
<th>LFLO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reported by:</td>
<td>Randy Oberg</td>
</tr>
<tr>
<td>Date Reported:</td>
<td>March 18, 2016</td>
</tr>
</tbody>
</table>
General Information

Pillar Type of Monument or Antenna Mount

Antenna cable length
  - Distance from antenna to sensor cabinet: 30M

Power
  - Distance from cabinet/sensor to 110 V power source.

Communications
  - Sensor is located in communications Room
  - 3 to 4’ to sensor
Access Information
Note any gates that require combos/keys. Does property manager or on-site contact need to be notified prior to site entry?

Contacts

Landowner
Name: Mikeal (Jay) Blomme', PLS Lane County Surveyor
Address: 3050 N. Delta Hwy., Eugene, Or. 97408
Phone: 541-682-6997 (Office) 541-513-8316 (Cell)
Email: Mikeal.BLOMME'@co.lane.or.us

On-Site Contact
Name: Adam Lane
Address: Lane County Public Works 1300 20th Street, Florence, OR 97439
Phone: 541-999-9771 (cell) or 541-997-2251 (office)
Email: Adam.LANE@co.lane.or.us

Power provider
Name: Lane County
Address:
Phone:
Email:

Communications Provider (high speed internet)
Name: Lane County Jim Garner IT
Address:
Phone: 541-682-2082
Email: Jim.GARNER@co.lane.or.us

Other Contacts (Electrician, IS, Support Personnel, etc)

Station Location Description (Antenna) NAD83 2011 epoch 2010.00
Latitude: 43 59 00.96717
Longitude: -124 06 27.69123
Ellipsoid ht.: -6.045m
Map of Site

Directions to Site
Give directions to site from nearest city. (Including name, address, phone number)

0.0  Depart Eugene on (E) Broadway (West)  0.5 mi
0.5  Turn LEFT (South) onto Lawrence St  0.2 mi
0.6  Turn RIGHT (West) onto W 11th Ave  1.2 mi
1.8  Keep STRAIGHT onto SR-126 [W 11th Ave]  43.8 mi
45.6  Turn LEFT (South) onto SR-126 [Florence Eugene Hwy]  14.3 mi
59.9  Bear RIGHT (North-West) onto Local road(s)  109 yds
60.0  Bear RIGHT (North) onto US-101 [Oregon Coast Hwy]  0.6 mi
60.6  Turn LEFT (West) onto 20th St  0.3 mi
61.0  Arrive 1300 20th St, Florence, OR 97439
Inside Cabinet Installation

Location:
Building Name: Office, Lane County Shops
Address: 1300 20th Street, Florence, OR 97439
EXHIBIT B – Site Reconnaissance Packet to Agreement No. 31307

GPS Antenna Location Photos (360° View from proposed GPS antenna Location.

Site View looking North

Site View looking south
Permanent GPS Stations - Reconnaissance Guidelines

An important consideration in selecting a site for a permanent GPS station is a clear view of the sky with no obstructions above an inclination angle of 10 degrees. Keep in mind that tall, dense trees and foliage near the site can contribute to intermittent signal loss, just as buildings do. Be aware of the impact of foliage when reconnaissance is conducted during the winter. If small trees are present but do not block the sky appreciably, assess their rate of growth if the station is to be occupied for several years. Flat surfaces (vertical or horizontal) near the antenna can cause serious multipath interference. As a rule of thumb, a one-story building should be at least 50 feet away while taller buildings need to be farther away.

Other potential fixed reflectors include chain-link fences, metal objects located in the vicinity, and time-varying reflectors such as parked cars, moving vehicles, scaffolding, etc. A station obstruction diagram should be sketched to identify the approximate distance and bearing to the nearest obstacles. Include potential sources of radio interference such as high-power television or microwave transmission towers. Ideally, the site should be kept at least 1 km away from such structures.

Weather conditions are not normally a factor for permanent site selection since automation is a primary goal and maintenance visits can be arranged during periods of good weather. The local climate will mainly dictate the choice of equipment and standards that must be met. For instance, in a cold climate, snow accumulation on the antenna may become a factor, and an antenna radome should be considered.

During the initial visit to the proposed site, try to collect data for at least 24 hours (preferably 48 hours) to assess the quality of the site. Consider also ease of access and proper authorization from private property owners. For example, permission to build a station may be granted by the owner, but access may have to be negotiated with landowners whose properties are adjacent to the site in question. Names and numbers of site contacts should be well documented.
VISIBILITY OBSTRUCTION DIAGRAM

Station Name: LFLO  

PID#: N/A

Location: Florence  

County: Lane

Reconnaissance By: Randy Oberg  

Height Above Mark: M
EXHIBIT B – Site Reconnaissance Packet to Agreement No. 31307

Agency: Oregon DOT Phone: (541) 682-4195 Date: 03/15/16

Permit Information if non-ODOT Facility

Ensure a copy of the permit documentation has been filed with ODOT Permit Coordinator

- Permit Contact
  If different from landowner

- Type of Permit
  Standard short form land-use agreement, long form, recorded easement, etc.

- Terms of Permit
  Duration/expiration, fees