




COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C30

For the meeting of July 31, 2018

Date: July 11, 2018

To: Board of Supervisors

From: John H. Ford, Director, Planning and Building Department 

Subject: Supplemental Budget for Advance Planning (BU 282) in Fiscal Year 2018-19 and Memorandum of Understanding with the City of Eureka to acquire LiDAR and Imagery of a 100 square mile area encompassing Humboldt Bay from Access Geographic, LLC.
(4/5 vote Required)

RECOMMENDATIONS

That the Board of Supervisors:

- 1. Approve the following supplemental budget in Fund 1100, Budget Unit 282, Advanced Planning Division of the Planning and Building Department; and

Fund		
Revenue		
1100-282-706025	Fund Balance Transfer	\$53,415
Expense		
1100-282-2118	Professional and Special Service	\$53,415

- 2. Authorize the Director of the Planning and Building Department to sign a Memorandum of Understanding (Attachment 1) with the City of Eureka to acquire LiDAR and Imagery of a 100 square mile area encompassing Humboldt Bay from Access Geographic, LLC.

Prepared by Michael Richardson, Supervising Planner

CAO Approval 

REVIEW: Auditor CO County Counsel WZ Human Resources _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell seconded by Supervisor Wilson

Ayes Fennell, Wilson, Bass, Sundberg

Nays _____

Abstain _____

Absent Bohn

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

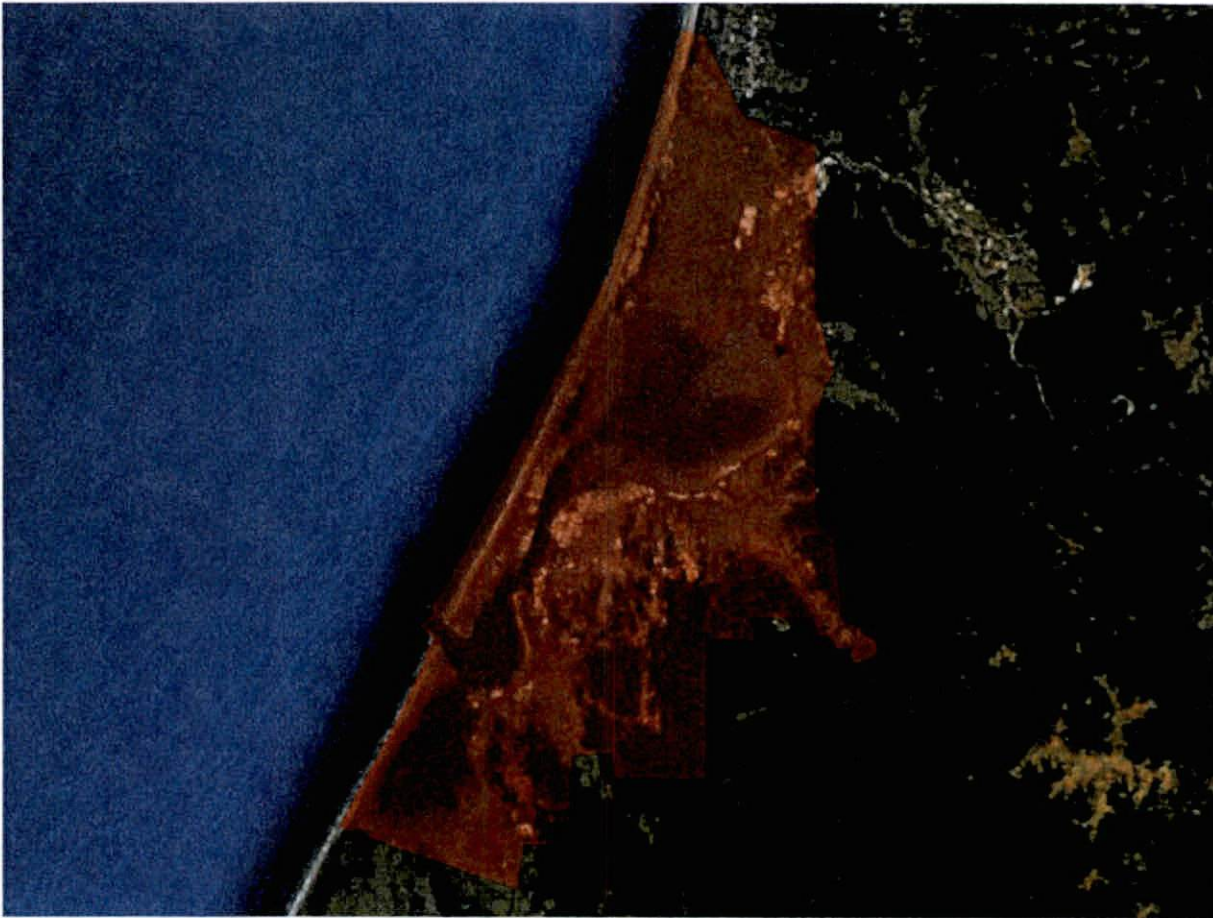
Dated: 7/31/18

By: Kathy Hayes
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING: General Plan User Fees which are currently held in Trust Fund 3698.

DISCUSSION: This supplemental budget and Memorandum of Understanding (MOU) enables the County to acquire new LiDAR¹ and imagery of the 100 square mile Humboldt Bay area in cooperation with the City of Eureka, Humboldt Community Services District, CalTrans, the City of Arcata, the Humboldt Bay Harbor Recreation and Conservation District, and the Humboldt Bay Municipal Water District. The imagery will be important for planning adaptation strategies for sea level rise, tsunami hazard evacuation, and protection of wetlands and other environmentally sensitive habitat areas in the Humboldt Bay region. The LiDAR imagery will provide 1 foot contour mapping of the entire area which doubles the accuracy of topographic information generally available at present. The infrared imagery will be used to help identify wetlands and vegetation types. Below is a map showing the extent of the imagery that will be acquired through Access Geographic, LLC.

Figure 1. Proposed Flight Area



PROPOSED FLIGHT AREA: EUREKA, CALIFORNIA 2018 (~100 SQ MI)

FINANCIAL IMPACT: There is no impact to the General Fund. Overall this will increase the Planning and Building Department Advance Planning Division’s budget by \$53,415 (budget unit 282). The General Plan User Fee Trust Fund (3698) has sufficient funds to cover these expenses.

¹ LIDAR, which stands for Light Detection and Ranging, is a remote sensing method that uses light in the form of a pulsed laser to measure ranges (variable distances) to the Earth. These light pulses—combined with other data recorded by the airborne system— generate precise, three-dimensional information about the shape of the Earth and its surface characteristics.

This supplemental budget request and MOU supports the Board's Strategic Framework, Core Roles and Priorities for New Initiatives by creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT: In addition to the agencies listed above, this imagery will also help support various Public Works projects in the Humboldt Bay region, including the proposed new Humboldt Bay Trail South project. The imagery will be made available to other agencies and individuals by incorporation into the county's public WebGIS, and offering it as a stand-alone dataset for downloading from the County's GIS data webpage.

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board may choose not to approve this supplemental budget and authorization. This is not recommended as this supplemental budget and authorization will allow acquisition of imagery that will help the county plan for future sea level rise and tsunami hazards.

ATTACHMENTS:

Attachment 1: Memorandum of Understanding with the City Of Eureka for the Acquisition of LiDAR and Imagery Around Humboldt Bay

ATTACHMENT 1

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HUMBOLDT
& THE CITY OF EUREKA
TO ACQUIRE LIDAR AND IMAGERY AROUND HUMBOLDT BAY**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HUMBOLDT
& THE CITY OF EUREKA
TO ACQUIRE LiDAR AND IMAGERY AROUND HUMBOLDT BAY**

This Agreement is made and entered into this ____ day of _____ 2018, by and between the County of Humboldt, a political subdivision of the State of California, herein referred to as "COUNTY" and the City of Eureka, a charter city, herein referred to as "CITY" and collectively referred to as the "PARTIES."

WHEREAS, the CITY has received a competitively bid proposal from Access Geographic, LLC for LiDAR and Imagery Services; and

WHEREAS, the CITY is partnering with Humboldt Community Services District, CalTrans, the City of Arcata, the Humboldt Bay Harbor Recreation and Conservation District, and the Humboldt Bay Municipal Water District to expand the scope of the imagery acquisition beyond the CITY limits; and

WHEREAS, the COUNTY wishes to partner with the CITY to further expand the scope of the imagery to include unincorporated areas adjacent to Humboldt Bay; and

WHEREAS, the CITY Limits and Sphere of Influence only constitute 29% of the total study area, the City of Arcata and Sphere of Influence is 18% of study area, so the unincorporated portion of the study area is 53%, and fifty-three percent of the total acquisition cost (\$129,759) would be \$70,069; and

WHEREAS, the CITY agrees the COUNTY's share of the cost is \$53,415, so the County is saving \$16,654 by partnering with the CITY and other organizations to order and fund this LiDAR and imagery as a collective unit; and

WHEREAS, this imagery will improve the County's ability to plan for future sea level rise in coordination with the other partnering agencies, and this collective effort also sends a clear message to the Coastal Commission that the CITY and COUNTY are collectively planning for Sea Level Rise as agreed to by the County in 2014 when it accepted grant funds from the Coastal Commission to help plan for sea level rise; and

WHEREAS, the PARTIES now desire to enter into this Agreement to collectively purchase the LiDAR and imagery described in Attachment A.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY agrees to provide partial funding for LiDAR and Imagery Services as described in the Scope of Services in Attachment A, which is incorporated herein by reference.
2. COUNTY shall reimburse the CITY as follows.
 - a. The CITY will provide COUNTY with all the LiDAR and Imagery Services described in the Scope of Services in Attachment A.
 - b. COUNTY shall thereafter pay CITY \$53,415 within thirty (30) days of receipt of all the LiDAR and Imagery Services described in the Scope of Services in Attachment A.

c. It is expressly agreed and understood that the total to be paid by the COUNTY under this contract shall not exceed \$53,415 for the duration of the contract.

3. The two staff members who will be performing this contract on behalf of the COUNTY and the CITY are listed below. In the event one of these individuals leaves their employment or changes jobs within the COUNTY or CITY, the PARTIES shall notify each other of this fact within ten (10) working days.

John H. Ford
County of Humboldt
Department of Planning and Building
3015 H Street
Eureka, CA 95501

Rob Holmlund
City of Eureka
Development Services Department
531 K Street
Eureka, CA 95501

4. Term of Agreement: This agreement shall commence July 31, 2018 and shall terminate December 31, 2018. Early termination of the Contract may be effectuated by written notice from COUNTY, without the need for action or ratification by the Humboldt County Board of Supervisors, upon thirty (30) days written notice of such termination. Early termination of the Contract may also be effectuated by written notice from the CITY, upon thirty (30) days written notice of such termination.
5. Substandard performance: Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by CITY within a reasonable period of time after being notified by COUNTY, contract suspension or termination procedures will be initiated.
6. Any notice required to be given pursuant to the terms and provisions herein shall be sent by First Class Mail, return receipt requested to the following addresses and shall be deemed received when placed in the stream of mail:

John H. Ford
County of Humboldt
Department of Planning and Building
3015 H Street
Eureka, CA 95501

Rob Holmlund
City of Eureka
Development Services Department
531 K Street
Eureka, CA 95501

7. The COUNTY has sole discretion to use the LiDAR and Imagery for any purpose and in any form it wishes without any restrictions. Allowed County uses of the LiDAR and Imagery include but not limited to sea level rise and tsunami hazard planning, wetland and vegetation mapping, and providing the LiDAR and Imagery for unrestricted public use on the County's website in various formats.
8. The COUNTY and the CITY are separate subdivisions of the State of California and are independent contractors with respect to each other. This agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Nothing in this agreement shall be construed to create an employment relationship between CITY and any employee of COUNTY, or between COUNTY and any employee of CITY. Each party shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Neither party's employees shall be entitled to any employee benefits from the other party.

9. The CITY shall hold harmless, defend and indemnify COUNTY and its Board of Supervisors, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with COUNTY's performance hereunder or its failure to comply with any of its obligations in this MOU, except such loss or damage as was caused by the sole negligence or willful misconduct of COUNTY.

10. The CITY certifies by its signature below that the CITY is not a Nuclear Weapons Contractor, in that the CITY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The CITY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if the CITY becomes a nuclear weapons contractor.

11. This agreement shall constitute the entire agreement between the PARTIES relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.

12. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES.

13. This agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2018:

COUNTY OF HUMBOLDT

CITY OF EUREKA

 John H. Ford
 Director of the Planning and Building Dept.

 Rob Holmlund
 Director of the Development Services Dept.

June 8, 2018

Riley Topolewski
Community Development / GIS Division
City of Eureka
531 K Street
Eureka, CA 95501

QUOTE: LIDAR & IMAGERY SERVICES – EUREKA, CALIFORNIA 2018 (V2)

- PROJECT SPECIFICATIONS:

Area: Eureka, California (~100 Square Miles)
Ground Control: Surveyed Ground Control / California Licensed PLS
Projection: State Plane NAD83(2011) / NAVD88 / US Feet
Metadata: FDGC Metadata XML

- IMAGERY ACQUISITION & DELIVERABLES:

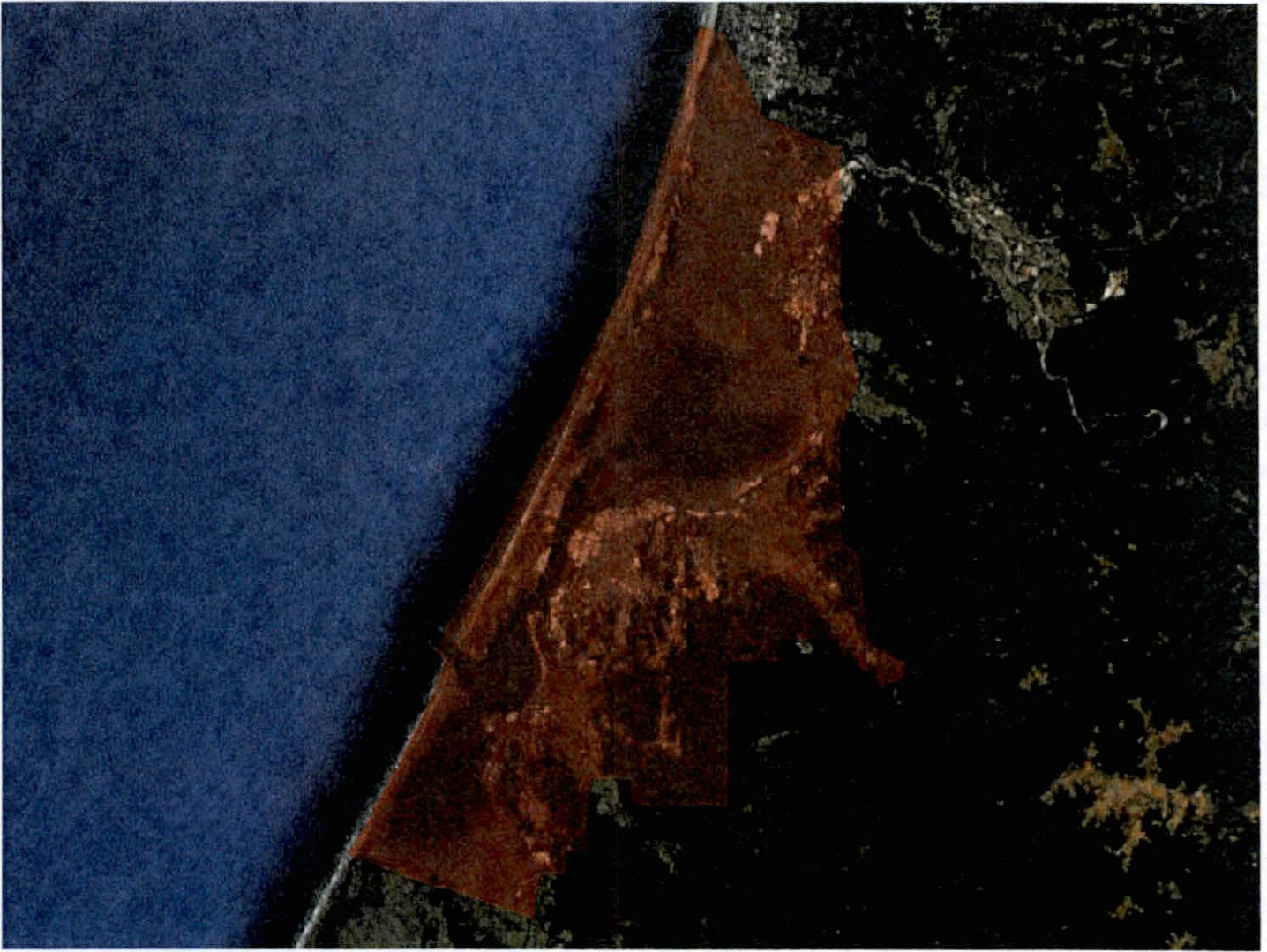
System: UltraCamX Digital
Sun Angle: 40°+
Onboard Control: ABGPS/IMU
Orthophotography: 1.5-Inch Pixel Resolution / ASPRS 1:50
Color Format: RGB + Color Infrared
Imagery Format: Uncompressed TIFF tiles / MrSID tiles / MrSID Mosaic

- LIDAR ACQUISITION & DELIVERABLES:

System: UltraCamX Digital
Density: 12 PPSM
Onboard Control: ABGPS/IMU
Conditions: Low Tide
LAS: Bare Earth Classified / QL1 FEMA
DEM: 1-Meter Posting
Mapping: 1-foot Contour Interval

- TOTAL PROJECT COST: \$129,759

(Optional Expansion Beyond Proposed ~100 Project Area: \$800/ Square Mile Rate)



PROPOSED FLIGHT AREA: EUREKA, CALIFORNIA 2018 (~100 SQ MI)