

item # 8

**City of Carson City
Agenda Report**

Date Submitted: April 19, 2007

Agenda Date Requested: May 3, 2007

Time Requested: 10 minutes

To: Mayor and Supervisors

From: Public Works/Capital Projects

Subject Title: Action to adopt Resolution No. 2007-R_____, a resolution in support of a Cooperative Agreement between Washoe County and Carson City in reference to building and maintaining a regional global positioning system ("GPS") base station network to benefit all local government agencies and private industries in an enhanced network for GPS surveying and mapping activities.

Staff Summary:

The purpose of this item by Public Works is to combine resources and centralize data distribution to best serve the public and avoid needless duplication of efforts, and to establish a multi-agency GPS network encompassing the populated areas of northwestern Nevada that will benefit both the public and private sectors.

Type of Action Requested: (check one)

☒ Resolution

☐ Ordinance

☐ Formal Action/Motion

☐ Other (Specify) No Action Required.

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action:

I move to adopt Resolution No. 2007-R-_____, a resolution ins support of a Cooperative Agreement between Washoe County and Carson City in reference to building and maintaining a regional global position system ("GPS") base station network to benefit all local government agencies and private industries in an enhanced network for GPS surveying and mapping activities.

Explanation for Recommended Board Action:

The Cooperative Agreement between Washoe County and Carson City will establish a multi-agency GPS network and provide centralized data distribution.

Applicable Statue, Code, Policy, Rule or Regulation:

N/A

Fiscal Impact:

N/A

Explanation of Impact:

N/A

Funding Source:

N/A

Alternatives:

N/A

Supporting Material:

Cooperative Agreement

Prepared By: Kim Belt, Capital Program Manager

Reviewed By:

(City Engineer)



Date:

4-24-07

(Department Head)



Date:

4-24-07

(City Manager)

Melanie Bubotta

Date:

4-24-07

(District Attorney)



Date:

4/24/7

(Finance Director)

Board Action Taken:

Motion:

1)

2)

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING THE COOPERATIVE
AGREEMENT FOR BUILDING AND MAINTAINING A REGIONAL GLOBAL
POSITIONING SYSTEM (GPS) BASE NETWORK BETWEEN CARSON CITY
AND WASHOE COUNTY

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Cooperative Agreement for building and maintaining a regional GPS base network entered into between Carson City and Washoe County desire to adopt and approve such agreement as required by NRS 277.045. A copy of the agreement is attached to this Resolution as Exhibit "A;" and

WHEREAS, all parties to the Cooperative Agreement for building and maintaining a regional GPS base network entered into between Carson City and Washoe County are political subdivisions of the State of Nevada.

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Cooperative Agreement for building and maintaining a regional GPS base network entered into between Carson City and Washoe County are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Cooperative Agreement for building and maintaining a regional GPS base network entered into between Carson City and Washoe County shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to Washoe County.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this ____ day of _____, 2007 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Marv Teixeira, Mayor
Carson City, Nevada

ATTEST:

Alan Glover, Clerk/Recorder
Carson City, Nevada

COOPERATIVE AGREEMENT

This Agreement is made and entered into on the Effective Date by and between Washoe County by and through its duly constituted board of county commissioners, hereinafter called WASHOE COUNTY and CARSON CITY, A Consolidated Municipality by and through its duly constituted board of supervisors, hereinafter called CARSON, collectively the PARTIES.

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the joint exercise of powers, privileges and authority; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS the PARTIES to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS the PARTIES desire to cooperate in building and maintaining a regional global positioning system ("GPS") base station network to benefit all local government agencies and private industries in an enhanced network for GPS surveying and mapping activities; and

WHEREAS, new GPS technologies and the gradual aging of existing base stations equipment require that current system be upgraded, and it would be most beneficial for the PARTIES to combine resources and centralize data distribution to best serve the public and avoid needless duplication of efforts, and the intent of the PARTIES is to establish a multi-agency GPS network encompassing the populated areas of northwestern Nevada that will benefit both the public and the private sectors; and

WHEREAS, the PARTIES are willing and able to perform the services described herein; NOW, THEREFORE, in consideration of the premises and of the mutual covenant herein contained, it is agreed as follows:

ARTICLE I - WASHOE COUNTY AGREES:

1. To establish, host and maintain a central server for the regional GPS network
2. To keep the historical base station data for a minimum duration of 60 days.
3. To host data distribution web page for all base stations in the network established through this Agreement. Data format is agreed upon by participants and meets the minimum requirement per National Geodetic Survey (NGS) for cooperative GPS sites. The duration of data, set available through the web page is set to a minimum of 60 days.

ARTICLE II - IT IS MUTUALLY AGREED:

1. The other Parties may have electronic access to the central server GPS data in a secure manner as determined by WASHOE COUNTY.
2. If an individual participant decides to host an alternative data distribution web page, the participant will be solely responsible for maintaining the alternative web page.
3. Each Party is responsible to acquire, own and maintain the equipment and property necessary in each jurisdiction to make the system function, including GPS base stations and associated computing hardware and software. All equipment and property is required to meet the system station selection criteria of the continuously operating reference stations (CORS) of the National Geodetic Survey-(NGS), an office of The National Oceanic and Atmospheric Administration. Those criteria provide GPS carrier phase and code range measurements in support of 3-dimensional positioning activities throughout the United States and its territories.
4. The Parties agree to make every reasonable effort to maintain their portion of the communication network and-the GPS base station operation within each Party's jurisdictions so as to keep an uninterrupted flow of data except for emergency and necessary maintenance.
5. In an emergency, the participants agree to support one another in maintenance and problem diagnosis.
6. No fee will be charged to the parties to this agreement and the Washoe County Regional Basemap Committee members for an assigned connection to the central base station network server. Monthly fees may be charged by WASHOE COUNTY to others for an assigned connection and use of the GPS base station network. The fees shall be set by WASHOE COUNTY to cover the costs of maintaining the central database servers, improvements to the GPS network and associated GIS mapping data.
7. The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this Agreement.
8. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right OT obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees- and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

9. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

10. This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

11. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and shall supersede and replace all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

12. This Agreement may not be modified, terminated, Of amended in any respect, except pursuant to an instrument in writing duly executed by the parties.

13. In the event either party shall bring any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

14. No delay or omission by either party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof

15. All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative (a corporate party) or, if mailed, three (3) business days after deposit in the United States mail postage prepaid, certified or registered mail, addressed to the parties as follows:

For WASHOE COUNTY

Washoe County Public Works 1001 E Ninth Street
PO Box 11130
Reno, NV 89520-0027

For CARSON

Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Attn: Andrew Burnham-Public Works Director

Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

16. The Agreement may be executed in one or more counterpart copies, and each which so executed, irrespective of the date of execution and delivery, shall be deemed to be ill original, and all such counterparts together shall constitute one and the same instrument.

17. This Agreement shall be effective upon the date the last signing party signs this Agreement ("Effective Date"). The term of this agreement is 5 years and thereafter shall continue from year to year unless terminated as provided herein. After the initial 5-year term the agreement can be terminated without cause by either party upon 180 days written notice except that the duties related to the indemnification shall survive the termination of this Agreement. Any party may terminate this agreement for cause by providing the other parties 180 days prior written notice.

18. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the legal representatives of the parties.

19. Additional parties maybe added to this agreement through the approval of the Washoe County Board of County Commissioners. New parties shall be bound by the terms and conditions of this agreement to the same extent as CARSON.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WASHOE COUNTY,

Dated this _____ day of _____, 2007

By: _____
Chair, County Commissioner

Approved as to Legality & Form:

CITY: _____ By: James RECOMMENDED BY:
REVIEWED AND

Andrew Burnham
Public Works Director

4/24/07
Date

APPROVED FOR LEGALITY AND FORM:

Melanie Bruketta 4-24-07

Carson City District Attorney Date

APPROVED:

MARV TEIXEIRA, Mayor Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date