

Washoe County

Regional Base Map Committee

Interlocal Agreement for Sharing GIS Base Map Data and
Setting Data Licensing Requirements

This Interlocal Agreement for Sharing GIS Base Map Data and Setting Data Licensing Requirements is between Washoe County, the City of Reno, the City of Sparks, and NV Energy, Inc., each a Participating Agency. NRS 277.180 provides that public agencies may contract to perform any governmental service, activity, or undertaking.

NRS 239.054 allows a fee to be assessed for certain costs associated with providing information from a Geographic Information System (“GIS”).

The Regional Base Map Committee (“Base Map Committee”) was established and has operated to develop, share, and set licensing-requirements and fees for GIS base map data, under the original Interlocal Agreement, dated July 1998 and amended August 2001.

The original agreement and its amendment are outdated because they include, among other things, references to processes and data that are obsolete or invalid.

With new technology and processes, and consistent with the original Interlocal Agreement and its amendment’s intent, the participating agencies have acquired, distributed, and provided public access to digital orthophoto imagery and digital elevation data.

Likewise, the participating agencies have acquired, developed, and shared regionally significant geospatial data.

The participating agencies intend to continue benefitting themselves and the public by acquiring and providing digital orthophoto imagery and digital elevation data and by developing, maintaining, and distributing regionally significant geospatial data.

The participating agencies intend to update the original and amended Interlocal Agreement to recognize, and provide for, the Base Map Committee’s use of newer technology, processes, and data.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1 Definitions – In this agreement the following definitions apply:

- 1.1 “Orthophoto Imagery” means imagery that is geometrically corrected (orthorectified) such that the scale is uniform, having been adjusted for topographic relief, lens distortion and camera tilt.
- 1.2 “Digital Elevation Data” means data that digitally represent topography and object (e.g., buildings, trees, vegetation) height including but not limited to a bare ground surface model and a surface model that includes all object heights.
- 1.3 “Regionally Significant Geospatial Data” means geospatial data that have applications and impact across multiple agencies, organizations, and departments such that changes in the data made by one agency or organization might impact the operations of another agency.

2 Base Map Committee Participating Agencies

- 2.1 Each Participating Agency is entitled to all data acquired through the Base Map Committee's purchase and acquisition process.
- 2.2 An agency or entity that is not a Participating Agency is entitled, with an annual subscription, to the same data as a Participating Agency ("Subscriber").
- 2.3 Data shall be distributed at least annually to Participating Agencies and Subscribers and includes but is not limited to: digital orthophoto imagery, digital elevation data, the Washoe County Tax Assessor's geospatial parcel data, and Washoe County street centerlines.
- 2.4 If an action by any of the Participating Agencies negatively affects or impacts the legal integrity of the Participating Agencies, the action is invalid.

3 Additional Participating Agencies

- 3.1 The Base Map Committee may approve other agencies or entities joining the Base Map Committee as a Participating Agency on a case-by-case basis. The list of Participating Agencies is Exhibit A to this agreement.
- 3.2 Any agency or entity may apply to be a Participating Agency of the Base Map Committee.
- 3.3 Applications to become a Base Map Committee Participating Agency are subject to the following review process:
 - 3.3.1 Washoe County Technology Services shall review applications to become a Base Map Committee Participating Agency.
 - 3.3.2 After reviewing an application, Technology Services shall prepare its recommendation to approve or reject the application.
 - 3.3.3 Technology Service's recommendation shall include any associated costs to the Base Map Committee, taking into consideration the impact of the new member on the Base Map Committee's goals.
 - 3.3.4 After completing its review and recommendation, Washoe County Technology Services shall request that the application be placed on the agenda of the next Base Map Committee meeting for action and distribute copies of the application and recommendation to Committee members before the meeting.
- 3.4 Any agency or entity may subscribe annually to the services provided by the Base Map Committee. A Subscriber is not a Participating Agency of, or otherwise given a position on, the Base Map Committee.

4 Base Map Committee Roles and Responsibilities

- 4.1 Each Participating Agency acknowledges that it wants to participate as a member of the Base Map Committee under this agreement's terms.
- 4.2 The Base Map Committee shall have responsibility for and shall provide administration of the purchase, acquisition, and distribution of digital orthophoto imagery and digital elevation data.

- 4.3 Each Participating Agency's chief executive or designee shall appoint a representative of that Participating Agency to the Base Map Committee.
 - 4.3.1 Any appointment or change of appointment to the Base Map Committee shall be initiated by written notice to the Base Map Committee from the respective Participating Agency's chief executive or designee.
 - 4.3.2 Each Participating Agency shall be entitled to one primary representative and one alternate representative on the Base Map Committee.
 - 4.3.3 For Base Map Committee actions, an alternate member shall only have a voting right in the absence of the primary member.
 - 4.3.4 An alternate representative may be elected to serve as an officer of the Base Map Committee. That person automatically becomes the primary appointee of that agency.
- 4.4 Each year, the Base Map Committee shall review and approve the following year's budget for acquiring digital orthophoto imagery and digital elevation data.
- 4.5 The Base Map Committee may establish subcommittees of staff from participating agencies to research technical issues.
- 4.6 The Base Map Committee may develop long-term plans consistent with its purposes under this agreement.
- 4.7 The Base Map Committee may recommend purchases or contracts consistent with its purposes under this agreement to the Washoe County Manager or the Manager's designee.
- 4.8 The Base Map Committee may facilitate the development, maintenance, and distribution of regionally significant geospatial data.
- 4.9 The Base Map Committee shall use reasonable efforts to acquire and distribute digital orthophoto imagery at least every two years, or other frequency agreed upon by the Base Map Committee.
- 4.10 The Base Map Committee shall use reasonable efforts to acquire and distribute digital elevation data at least every three years, or other frequency agreed upon by the Base Map Committee.
- 4.11 The Base Map Committee shall facilitate distribution of and access to its data for the public, Participating Agencies, and Subscribers.
- 4.12 The Base Map Committee shall elect a chair and a vice-chair at the first meeting after this agreement's Effective Date and thereafter at its first meeting at the beginning of each calendar year. In the absence or inability of the chair to act, the vice-chair shall act as the chair. The chair, or in his or her absence the vice-chair, shall preside at and conduct all meetings of the Base Map Committee.
- 4.13 The Base Map Committee shall conduct regular meetings, holding at least one regular meeting every quarter. The Base Map Committee may agree to hold additional meetings as needed and as reasonably requested by a majority of the members.

- 4.14 The Base Map Committee shall keep minutes of meetings in accordance with NRS Chapter 241, Nevada's Open Meeting law.
- 4.15 Under NRS 241.015(5), a simple majority of the Base Map Committee membership constitutes a quorum for holding Base Map Committee meetings or transacting other of the Base Map Committee's business.
- 4.16 Participating Agencies of the Base Map Committee shall vote on all items on the basis of one vote per participating agency.
- 4.17 A Participating Agency shall not designate another Participating Agency or other agency or entity to be its proxy for voting purposes.

5 Washoe County Technology Services (WCTS)

- 5.1 WCTS staff shall serve as an advisor and provide staff functions to the Base Map Committee.
- 5.2 WCTS staff shall provide support as necessary but shall not have a voting right on any business before the Base Map Committee unless a WCTS staff member is appointed as a primary or alternate member of the Base Map Committee by the County Manager or designee.
- 5.3 WCTS shall have the responsibility to:
 - 5.3.1 Store, manage, maintain and modify as needed all Base Map Committee governed data.
 - 5.3.2 Collect fees for the purchase and distribution of data owned by the Base Map Committee. Fees collected by WCTS in accordance with NRS 239.054 shall be placed in a specific account created by Washoe County for the Regional Base Map Committee.
 - 5.3.3
 - 5.3.4 Notify current and potential subscribers of the following fiscal year's annual subscription fee.
 - 5.3.5 Collect membership and subscription fees.
 - 5.3.6 Develop contracts with vendors and submit to County Manager for approval.
 - 5.3.7 Establish and maintain accounts and records, including personnel, property, financial, project manager, and other records deemed necessary by the Base Map Committee to ensure proper accounting for all ongoing operations costs.
- 5.4 During the third quarter Base Map Committee meeting of every fiscal year, WCTS shall prepare and present a proposed annual budget for Base Map Committee review. The Base Map Committee Participating Agencies' representatives will then utilize that budget to submit requests for Base Map Committee funding to each Participating Agency.

6 Membership and Subscription Costs

- 6.1 Costs for the purchase of digital orthophoto imagery and digital elevation data shall be shared equally by the Participating Agencies.

- 6.2 Unless otherwise agreed upon by the Participating Agencies, the Subscribers' annual subscription fee for the purchase of digital orthophoto imagery and digital elevation data shall be equal to the fees paid by the Participating Agencies.
 - 6.2.1 The Participating Agencies may elect to develop alternative subscription models and/or subscription fee structures.
- 6.3 Revenue received from other public or private entities through data purchases shall be used to supplement the budget and reduce costs for Participating Entities and Subscribers for Digital Orthophoto Imagery and Digital Elevation Data purchases.
- 6.4 WCTS shall invoice each Participating Agency on an annual basis. Each Participating Agency shall make payment to WCTS within 30 days of receipt of the invoice.
- 6.5 The Base Map Committee shall determine Participating Agency and Subscriber fees on an annual basis.
- 6.6 Upon addition of a new Participating Agency to the Base Map Committee, the new Participating Agency shall pay an additional 25% on the fee determined in section 6.5 during the first year of membership.
- 6.7 In the event that a Participating Agency's governing body does not appropriate or budget funds for the purpose specified in this agreement, the Participating Agency will remain in the Base Map Committee.
- 6.8 In the event that a Participating Agency's governing body does not appropriate or budget funds for the purpose specified in this agreement in two consecutive years, the Participating Agency may be terminated from the Base Map Committee until the Participating Agency's governing body appropriates or budgets funds sufficient to satisfy the fees required by a new Participating Agency as specified in 6.6.

7 Data Sharing and Distribution

- 7.1 The Base Map Committee is authorized to develop and amend guidelines and procedures for distributing Base Map data sets ("Data Sharing and Distribution Policy of the Base Map Committee").
- 7.2 During the first meeting of the Base Map Committee after this agreement's Effective Date, the Committee will begin formulating the Data Sharing and Distribution Policy of the Base Map Committee.
- 7.3 The Base Map Committee is the authorized entity responsible for developing data-licensing requirements for distributing Base Map data sets to agencies and entities outside of this agreement.
 - 7.3.1 Data licensing requirements shall contain specific terms and conditions under which a licensee may use the distributed data, including a clause providing for the revocation of said license and surrender of all data should the terms and conditions be breached.

7.3.2 Licensing requirements shall be comprehensive and structured to maximize protection for the parties to this agreement from a risk management and loss prevention perspective.

8 Termination of Prior Agreements

8.1 Upon adoption of this agreement any prior written or oral agreements governing the Base Map Committee are superseded.

9 Indemnification

9.1 To the fullest extent of Nevada Revised Statutes Chapter 41 liability limitations, the Participating Agencies agree to hold harmless, indemnify, and defend each other, their respective officers, agents employees, and volunteers from any loss or liability, financial or otherwise, including but not limited to reasonable attorneys' fees and costs, resulting from any claim, demand, suit, action or cause of action based on bodily injury, including death, or property damage caused by any action either direct or passive, the omission, failure to act or negligence on the part of the Participating Agencies or their respective employees, agents or representatives arising out of their performance of work under this agreement which may impact the other.

10 Governing Law

10.1 This Agreement shall be governed by the laws of the State of Nevada. Venue for any litigation shall be Washoe County, Nevada.

11 Insurance

11.1 Each Participating Agency of the Base Map Committee shall rely on its own self-insurance or insurance for coverage and relief of any and all kind regarding purposes and operations under this Agreement.

12 Term of Agreement

12.1 The term of this Agreement is for 10 years from this agreement's Effective Date, with two additional automatic extensions of five years each.

13 Agreement Modification

13.1 This agreement may only be amended with the approval of each of the original Participating Agencies to this Agreement and the Washoe County District Attorney. Prior to processing an amendment, a recommendation shall be requested from WCTS staff.

14 Termination of Membership

14.1 In order to terminate membership to the Base Map Committee, the withdrawing Participating Agency must provide written notice of intent to terminate participation with the Base Map Committee. This notice must be provided to WCTS by November 1 for termination in the following fiscal year.

14.2 A Participating Agency may be terminated, at the discretion of the Base Map Committee, if the agency does not contribute membership fees in two consecutive years as defined in section 6.8 of this agreement. Any agency terminated for non-payment of membership fees forfeits any claim to assets of the Base Map Committee.

15 Effective Date

15.1 This agreement shall become effective (the “Effective Date”) on the date this agreement is signed by all parties. The date this agreement is signed by the last party to sign it (as indicated by the date stated opposite that party’s signature) will be deemed the date of this agreement.

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