

9-11-2017

Washoe County

# Regional Base Map Committee

Interlocal Agreement

## **1 Purpose and Intent of Agreement**

- 1.1 The Regional Base Map Committee was established and has operated in accordance with the terms and provisions of the original Interlocal Agreement dated in July 1998 and amended August 2001. The original agreement and its amendment are outdated and refer to processes and data that are no longer in use or invalid. This Interlocal Agreement, dated [REDACTED], between the County of Washoe, the City of Reno, the City of Sparks, and NV Energy provides for continued operation of the Base Map Committee.
- 1.2 The participating agencies have acquired, distributed and provided public access to digital orthophoto imagery and digital elevation data and intend to continue cooperation by pooling resources to purchase and provide complete, high-accuracy aerial orthophoto imagery and digital elevation data on an on-going basis.
- 1.3 The participating agencies have collaborated on regionally significant geospatial data and intend to continue cooperation by working together to develop, maintain and distribute regionally significant geospatial data, when appropriate.
- 1.4 It is believed that each of the participating agencies and the public will benefit from the acquisition and provision of digital orthophoto imagery and digital elevation data and from the development, maintenance and distribution of regionally significant geospatial data.
- 1.5 NRS 239.054 delineates the circumstances under which fees may be collected for the provision of information and data from a Geographic Information System.
- 1.6 NRS 277.180 provides that public agencies may contract to perform any governmental service, activity, or undertaking.
- 1.7 Nothing in this Agreement is intended to lessen the participating agencies' jurisdictional authority over and responsibility for events occurring within their jurisdiction.

## **NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS**

### **2 Definitions**

- 2.1 Orthophoto imagery shall refer to imagery that is geometrically corrected (orthorectified) such that the scale is uniform, having been adjusted for topographic relief, lens distortion and camera tilt.
- 2.2 Digital elevation data shall refer to 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.
- 2.3 Regionally significant geospatial data shall refer to geospatial data that have applications and impact across multiple agencies, organizations and departments. Changes in the data made by one agency or organization may impact the operations of another agency. An authoritative, centralized or distributed, easily accessible and maintainable dataset would be beneficial to multiple agencies and organizations.

### **3 Base Map Committee Goals**

- 3.1 Acquire and distribute digital orthophoto imagery with an annual or biennial frequency, or other frequency agreed upon by the Committee.
- 3.2 Acquire and distribute digital elevation data with a frequency of every three years, or other frequency agreed upon by the Committee.
- 3.3 Facilitate the development, maintenance and distribution of regionally significant geospatial data.
- 3.4 Facilitate data distribution and access for the public and to Base Map Committee members and subscribers.

### **4 Base Map Committee Participating Agencies**

- 4.1 Base Map Committee participating agencies, heretofore referred to as members, are entitled to all data acquired through the Committee's purchase and acquisition process.
- 4.2 Other participating agencies not classified as members, heretofore referred to as subscribers, are entitled, with an annual subscription, to the same data as the members.
- 4.3 Data shall be distributed at least annually to members 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.
- 4.4 No actions by any of the participating agencies may be so broad in nature that they negatively affect or impact the legal integrity of the participating agencies.

### **5 Additional Participating Agencies**

- 5.1 The Base Map Committee may approve other agencies joining the Committee as a member on a case-by-case basis subsequent to the date of the adoption of this agreement. See Current Agencies listing attached and incorporated as Exhibit A.
- 5.2 Any public agency may apply to be a member of the Base Map Committee. Such applications are subject to a review process as described below.
  - 5.2.1 Washoe County Technology Services shall review applicants and prepare its recommendation for approval or rejection and any associated costs to the Base Map Committee taking into consideration the impact of the new member on the Base Map Committee's Goals. Washoe County Technology Services shall request that the application be placed on the agenda of the next Base Map Committee meeting and distribute copies of the application and recommendation to Committee members prior to the meeting.
- 5.3 Any public or private party or agency may subscribe annually to the services provided by the Base Map Committee. Subscribing parties or agencies are not given a position on the Base Map Committee.

## 6 Base Map Committee Roles and Responsibilities

- 6.1 Each of the participating agencies which have signed the agreement desires to participate as a member of the Base Map Committee formed under the provisions of this Agreement.
- 6.2 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.
- 6.3 Members of the Base Map Committee shall be appointed by the respective agencies' chief executive or designee.
  - 6.3.1 Any appointment or change of appointment to the Base Map Committee shall be initiated by written notice from the respective agency's chief executive or designee.
  - 6.3.2 Each participating agency shall be entitled to one primary representative and one alternate representative on the Base Map Committee.
  - 6.3.3 For Base Map Committee actions, an alternate member shall only have a voting right in the absence of the primary member.
  - 6.3.4 An alternate member may be elected to serve as an officer of the committee. That person automatically becomes the primary appointee of that agency.
- 6.4 The Base Map Committee shall be responsible for the following:
  - 6.4.1 Review and approve the following year's budget for acquisition of digital orthophoto imagery and digital elevation data.
  - 6.4.2 Establish subcommittees of staff from participating agencies to ensure technical issues are thoroughly researched.
  - 6.4.3 Oversee development of long-range plans.
  - 6.4.4 Make recommendations to the County Manager (or his/her designee) regarding purchases or contracts.
- 6.5 The Base Map Committee shall elect a chair and a vice-chair at the first meeting after this agreement is signed 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/her absence the vice-chair, shall preside at and conduct all meetings of the Base Map Committee.
- 6.6 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.
- 6.7 The Base Map Committee shall keep minutes of meetings in accordance with NRS Chapter 241, Nevada's Open Meeting law. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members.

- 6.8 A simple majority of the Base Map Committee constitutes a quorum for the transactions of business, except that a lesser number may adjourn for lack of a quorum. All decisions shall require a simple majority of the members present.
- 6.9 Members of the Base Map Committee and any sub-committee shall vote on all items on the basis of one vote per participating agency.
- 6.10 A participating agency may not designate another agency to be its proxy for voting purposes.

## **7 Washoe County Technology Services (WCTS)**

- 7.1 WCTS staff shall serve as an advisor and provide staff functions to the Base Map Committee.
- 7.2 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.
- 7.3 WCTS shall have the responsibility to:
  - 7.3.1 Store, manage, maintain and modify as needed all Base Map Committee governed data.
  - 7.3.2 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.
  - 7.3.3 Develop contracts with vendors and submit to County Manager for approval.
  - 7.3.4 Notify current and potential subscribers of the following fiscal year's annual subscription fee.
  - 7.3.5 Collect membership and subscription fees.
  - 7.3.6 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.
- 7.4 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 members will then utilize that budget to submit requests for Base Map funding to each's respective agency.

## **8 Membership and Subscription Costs**

- 8.1 Costs for the purchase of digital orthophoto imagery and digital elevation data shall be shared equally by the participating agencies, both members and subscribers.
- 8.2 Revenue received from other public or private entities through data purchases shall be used to supplement the budget and reduce costs for members and subscribers for digital orthophoto imagery and digital elevation data purchases.

- 8.3 WCTS shall invoice each participating agency on an annual basis. Each participating agency shall make payment to WCTS within thirty (30) calendar days of receipt of the invoice.
- 8.4 The Base Map Committee shall determine membership and subscription fees on an annual basis.
- 8.5 Upon addition of new members to the Base Map Committee, the new member shall pay an additional 25% on the fee determined in section 8.4 during the first year of membership.
- 8.6 In the event that a member's governing body does not appropriate or budget funds for the purpose specified in this agreement, the member will remain in the Base Map Committee.
- 8.7 In the event that a member's governing body does not appropriate or budget funds for the purpose specified in this agreement in two consecutive years, the member may be terminated from the Base Map Committee until the member's governing body appropriates or budgets funds sufficient to satisfy the fees required by a new member as specified in 8.5.

## **9 Data Sharing and Distribution**

- 9.1 The Regional Base Map Committee is authorized to develop guidelines and procedures for distribution of the Base Map Data Sets, heretofore referred to as the Data Sharing and Distribution Policy of the Base Map Committee.
- 9.2 During the first meeting of the Base Map Committee after this agreement is signed and adopted, the Committee will formulate the Data Sharing and Distribution Policy of the Base Map Committee.
- 9.3 The Base Map Committee is the authorized entity responsible for developing data licensing requirements for the distribution of the Base Map Data Sets to parties outside of this agreement.
  - 9.3.1 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.
  - 9.3.2 Licensing requirements shall be comprehensive and structured to maximize protection for the parties to this agreement from a risk management and loss prevention perspective.

## **10 Termination of Prior Agreements**

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

## **11 Indemnification**

11.1 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.

## **12 Governing Law**

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

## **13 Insurance**

13.1 Each member 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.

## **14 Term of Agreement**

14.1 The term of this Agreement is for ten years from the date of this agreement with two additional automatic extensions of five years each.

## **15 Agreement Modification**

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

## **16 Termination of Membership**

16.1 In order to terminate membership to the Base Map Committee the withdrawing 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.

16.2 An 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 8.7 of this agreement. Any agency terminated for non-payment of membership fees forfeits any claim to assets of the Base Map Committee.