

RESOLUTION 2024 0023

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RATIFYING THE NETWORK AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF SEATTLE FOR FULL ACCESS OF WASHINGTON STATE REFERENCE NETWORK ACCOUNTS FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to RCW 36.115.020 local governments can enter into service agreements that will establish which jurisdictions should provide various local government services; and

WHEREAS, an agreement was completed between Benton County and the City of Seattle; and

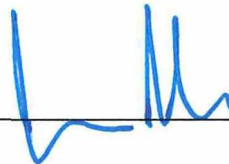
WHEREAS, Benton County shall provide assistance where needed for Continuously Operating Reference Station upgrades and maintenance in the South-Central Region of Washington State; and

WHEREAS, Benton County shall have unlimited access to up to 5 WSRN accounts with full rights in exchange for sponsorship and hosting of these Continuously Operating Reference Stations; and

WHEREAS, Richard Elledge signed a network agreement on December 11th, 2023; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby ratifies the agreement, signed by Richard Elledge on December 11th, 2023. This agreement will expire 5 years from date of execution.

Dated this 9th day of January 2024.



Chairman



Chairman Pro-Tem



Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest 

Clerk of the Board



WASHINGTON STATE REFERENCE NETWORK

Partnership Agreement Checklist

WSRN Partner: Company/Entity Name: BENTON COUNTY

Partnership Type: Station Infrastructure:
(Station Comms:
Check all that apply) Site Host:
Service in-kind
One-Time Investment
Other (specify)

Summary Already providing custodial duties for stations in that area.

Invoicing by SPU A/R?
No Annual amount (if applicable)

Agreement Drafted by:
Name Gavin Schrock Date 12/12/2023 Initials GS

Agreement Reviewed
Name Dean Huber Date 12/12/2023 Initials DH

Signed by Engineering and Technical Services Director
Name Tanya Treat Date 12/12/2023 Initials TT

Signed by Partner
Date of Signature 12/12/2023 Date Received/Filed 12/12/2023 Initials GS

WSRN Logins:
Creation Date 12/12/2023 # of Logins 1 Initials GS

**WASHINGTON STATE REFERENCE NETWORK AGREEMENT
BETWEEN BENTON COUNTY AND THE CITY OF SEATTLE**

This Washington State Reference Network Agreement (the "AGREEMENT") is made and entered into by and between **BENTON COUNTY**, herein referred to as ["BENTON"] and the City of Seattle, acting as the Central Processing Center for the Washington State Reference Network by and through Seattle Public Utilities, herein referred to as (the "SPU"). BENTON and SPU are sometimes referred to individually as the "PARTY" and collectively as the "PARTIES."

RECITALS

- A. Using data from satellites owned by the United States of America, global positioning systems ("GPS") could provide efficient methods for surveying and mapping activities related to utility, transportation and other public capital improvement projects. The speed and accuracy of such technology can be enhanced by linking GPS continuously operating reference stations ("CORS") to a central processing center ("CPC") in a real time GPS network ("Washington State Reference Network" or "WSRN"). Each CORS will transmit live GPS satellite data to the CPC for processing, distribution of real time positioning corrections to members of the WSRN and other authorized users, archiving, and posting on a web page application.
- B. The WSRN was created by SPU as a cooperative effort with other governmental agencies that will operate CORS within the State of Washington and selected reference stations in adjacent states and provinces wherein data from such stations can provide seamless coverage to the borders of Washington State. The WSRN eliminates duplication of equipment, software and operational expenditures, while providing greater coverage and accuracy of real time positioning solutions and data from each CORS. Entities that operate CORS under this Agreement with the SPU are known as "members" of the WSRN.
- C. Each PARTY has determined that cost savings and other public benefits can be achieved if entities, such as BENTON, become a member of the WSRN.
- D. For purposes of the development of a sub-network of the WSRN in and around the various regions of Washington State, SPU, WSRN Partners, and other entities in the regions are entering into individual agreements with SPU for connection of each of their respective CORS, and/or CORS that they support.

- E. Many of the WSRN members serve solely as sites hosts, otherwise providing a suitable site on which the WSRN members may construct and operate a suitable GPS sensor, offer a site for an installation, provide power, installation materials and/or labor, or as in this case of this agreement providing the site, power, communications, receiver and antenna.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES agree as follows:

AGREEMENT

1. CENTRAL PROCESSING CENTER (CPC)

- 1.1. The SPU shall own and be responsible, at its expense, for all aspects of the operation and maintenance of the CPC, including without limitation servers, PIVOT and other software necessary for the CPC to accomplish its tasks as set forth in this section 1.
- 1.2. Based on received data streams from a grid of CORS, the CPC will send system information and real-time corrections via cellular connections to WSRN Partners and agents of the academic community via FTP, mobile devices for positioning, locating and navigating with satellites of the GPS. The CPC also shall make data files available for static GPS post processing. All digital products will be made available to BENTON if requested. BENTON is NOT responsible for the equipment, configuration thereof of any other WSRN user equipment nor any aspect of use of any of the digital products derived with any data from the GPS sensor mounted at the CORS site referenced in section 2.1.
- 1.3. SPU shall operate and maintain a web application to display the system status, data generated by PIVOT software for notification of system status, availability, component quality, static data files, and general information.
- 1.4. SPU will provide telephonic Help Desk services, from Monday through Friday, 9:00 a.m. to 3:00 p.m., but only to troubleshoot connections to the CPC servers. The Help Desk will not answer questions concerning individual user hardware or software, surveying or other field data collection methods, commercial cellular connections, system status or monitoring report data that is available from the web application.

- 1.5. The SPU shall provide centralized data logging and archiving, access to CORS logged data files, access to real time corrections via wireless technology, and system monitoring for the WSRN.
- 1.6. The services to be provided by the SPU and described in this section 1 are referred to as the "WSRN Services."

2. CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS)

- 2.1. For the duration of this Agreement, BENTON shall provide assistance where needed for reference station (CORS) upgrades and maintenance in the South-Central Region of Washington State as further described in section 2.1.3
 - 2.1.1. Such assistance is "services-in-kind" and may include BENTON employees going to CORS sites to power cycle equipment or swapping out WSRN provided CORS equipment.
 - 2.1.2. Such assistance tasks are non-technical in nature, but where applicable, and per safety requirements of BENTON or any CORS sites visited, only properly qualified personnel may do these tasks.
 - 2.1.3. For purposes of the agreement, The South-Central Region of the WSRN network shall mean any CORS extending to Kennewick to the east, Paterson to the south, Othello to the north, and Toppenish to the west.
 - 2.1.4. Requests for assistance shall be responded to within 3 business days, unless other circumstances prevent timely completion.
- 2.2. For the duration of this Agreement, BENTON may participate with other members of the WSRN in a technical advisory committee to be staffed and administered by the members. This committee may identify solutions, upgrades and other desired enhancements to the WSRN.

3. CPC ACCESS

- 3.1. For the duration of this Agreement, BENTON, if requested, shall have unlimited access via up to [5] specified BENTON accounts for full WSRN services in exchange for sponsorship and hosting of said CORS specified in this Agreement.

4. MANAGEMENT; COMPENSATION

4.1. There are no additional costs to BENTON, other than their own crew time incurred responding to assistance requests, and their own vehicle fuel.

4.1.1. In exchange for the services as described in section 2, BENTON will have full rights to network service accounts as specified in section 3.1.

4.1.2. In the event that no services are requested in any given year of this agreement, BENTON will be eligible for accounts for being on standby.

5. DURATION

The initial term of this Agreement shall be 5 years, commencing upon the date of its execution by BENTON, unless terminated earlier pursuant to this Section 5. The term may be extended by mutual agreement of the parties.

If BENTON determines during the term of this Agreement that the costs it incurs or expects to incur in providing assistance pursuant to Section 2 above exceeds, or is reasonably expected to exceed, the cost to BENTON of membership in the WSRN, then BENTON may terminate this Agreement, and upon such termination become of a member of the WSRN, with all the rights and obligations attendant thereto. Such termination shall take effect no sooner than sixty (60) days after BENTON provides written notice of such termination to the City of Seattle, acting by and through SPU.

Upon termination of this Agreement, BENTON shall have no further liability or responsibility to any Party or member of WSRN.

6. NO WARRANTIES; LIMITATION OF LIABILITY

6.1. Use of these WSRN services, if requested, is at BENTON's sole risk. The SPU provides WSRN Services on an "as is" basis. Neither other WSRN members, nor the SPU, its officers, employees, vendors, or third-party service providers (collectively as used in this section 6, "SPU") makes any express or implied representation or warranty of any kind with respect to WSRN Services. By way of example and not of limitation, there is no representation or warranty (a) that WSRN Services will be uninterrupted or error free, (b) that the results obtained from using WSRN Services will be accurate, reliable, complete or current, or (c) of merchantability or fitness for

a particular purpose. WSRN Services and information related thereto are subject to change without prior notice.

- 6.2. Neither the SPU nor BENTON, any third parties BENTON may have entered into an agreement with for the purposes of establishment, operations and maintenance of a CORS, or other WSRN members, is liable for any damages arising out of or in connection with WSRN Services, including without limitation mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission, or failures of the CORS. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

7. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement which can not be resolved between the Parties, the dispute shall be settled in the following manner: Each Party to this Agreement shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member to the dispute board who is not employed by or affiliated in any manner with the two Parties to this Agreement. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the Parties hereto.

8. NOTICES

All notices and invoices required in connection with this Agreement shall be in writing and deemed to have been duly given if personally delivered or sent by; mail, fax, United States mail or overnight delivery service, each with proof of receipt, as indicated below or as otherwise indicated in writing by one party to the other.

CITY OF SEATTLE
Seattle Public Utilities
Engineering and Technical
Services Division
PO Box 34018
Seattle, WA 98124-4018
Fax: 206-684-7396
E-mail:
gavin.schrock@seattle.gov

BENTON COUNTY
PUBLIC WORKS
620 MARKET STREET
PROSSER WA 99350
OFFICE 509 786-5611
FAX 509 786-5627
EMAIL
RICHARD.ELLENDORF@CO.BENTON.WA.US

Signature: 
Gavin Schrock (Dec 12, 2023 15:31 PST)

Email: Gavin.Schrock@seattle.gov

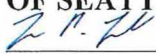
Signature: 
Dean Huber (Dec 12, 2023 15:38 PST)

Email: Dean.Huber@seattle.gov

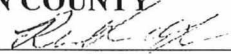
9. OTHER PROVISIONS

- 9.1. Nothing contained herein is intended to, nor shall be construed to; create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the SPU, BENTON, or their officials, employees, agents, or representatives, to any party not a signatory to this Agreement.
- 9.2. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 9.3. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the PARTIES.
- 9.4. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provision of this Agreement.
- 9.5. This Agreement, including Recitals (which by this reference are incorporated herein) contains the entire agreement of the parties and any representations or understandings, whether oral, written or not incorporated herein are excluded.
- 9.6. The provisions of this Agreement shall be construed as a whole according to their common meaning and consistent with the other provisions herein contained in order to achieve the objectives and purposes of this Agreement. Each PARTY and its counsel (if the PARTY so desires) has reviewed and revised this Agreement. Each PARTY agrees that the usual rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 9.7. Only an instrument in writing, duly executed by both PARTIES, may amend this Agreement.
- 9.8. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

CITY OF SEATTLE
 [Sign] 

Tanya Treat
Director
Engineering and Technical
Services Division
Seattle Public Utilities
 Date: 12/12/2023

BENTON COUNTY
 [Sign] 

 [Print Name] RICHARD S. ELLEFSE
 [Title] SURVEY CHIEF

PUBLIC WORKS

 Date: 12-11-23