

**WASHINGTON STATE REFERENCE NETWORK AGREEMENT  
BETWEEN THE CITY OF MOSES LAKE AND THE CITY OF SEATTLE**

This Washington State Reference Network, herein referred to as the ["WSRN"] Agreement (the "AGREEMENT") is made and entered into by and between The City of MOSES LAKE, herein referred to as the ["THE CITY"] and the City of Seattle, acting by and through Seattle Public Utilities, herein referred to as (the "SPU"), in the network administrative role for the WSRN cooperative. THE CITY and the 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 and the Russian Republic, global positioning systems ("GPS" and "GNSS") 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 in adjacent states as necessary to provide seamless network coverage up to and along bordering regions. 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 within Washington State, such as THE CITY, become a member of the WSRN.
- D. For purposes the development of a sub-network of the WSRN in the eastern region of Washington State; THE CITY and other entities in the region are entering into individual agreements with SPU for connection of each of their respective CORS.

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

**RECEIVED**

**NOV 26 2007**

**MUNICIPAL SERVICES DEPT.  
ENGINEERING  
CITY OF MOSES LAKE**

**AGREEMENT**

**1. CENTRAL PROCESSING CENTER (CPC)**

- 1.1. SPU shall own and be responsible, at its expense, for all aspects of the operation and maintenance of the CPC, including without limitation servers, GPSNet 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 THE CITY's 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. THE CITY is responsible for cellular devices and commercial cellular accounts for their own field equipment.
- 1.3. SPU shall operate and maintain a web application to display the system status, data generated by GPSNet 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 THE CITY 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. 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 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, THE CITY shall make the necessary arrangements for provisions of data streams from THE CITY CORS.
- 2.1.1. For the duration of this Agreement, for the CORS specified in this Agreement, THE CITY may choose to provide a raw data stream to the CPC for any or all portion of the duration of this agreement. The data streams shall be in a form suitable for the GPSNet software at the CPC.
- 2.1.2. Provision of said data steam by THE CITY is on a voluntary basis only. THE CITY reserves the right to interrupt or discontinue provision of said stream at any time.
- 2.1.3. Provision of WSRN services by SPU to THE CITY are contingent on the provision of said raw data stream from THE CITY CORS specified in this agreement. SPU reserves the right to interrupt or discontinue provision of WSRN services to THE CITY if said raw data stream is interrupted or discontinued for any reason.
- 2.2. For the duration of this Agreement, THE CITY 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.
- 2.3. THE CITY CORS was established by THE CITY, and is owned, operated, and maintained by THE CITY for CITY purposes. The connection to the WSRN serves THE CITY by provision of WSRN services which may serve in a backup capacity to existing capabilities of THE CITY CORS.
- 2.4. The approximate geographic location of THE CITY CORS specified in this Agreement is:

Latitude 47° 07' 48"  
Longitude 119° 16' 38"

## **3. CPC ACCESS**

- 3.1. For the duration of this Agreement, THE CITY shall have unlimited access via four specified CITY accounts in exchange for the data stream from the CORS specified in this Agreement. These accounts will be activated at such time as a data stream (as set forth in Section 2.1) from the CORS is made available to the SPU. These accounts will provide access to the CPC for WSRN Services; provided that only CITY personnel may use such accounts. Use of these accounts

by non-CITY personnel may only be allowed in accordance with sections 3.4.1, and 3.4.2

- 3.2. Authorized account users shall access WSRN Services only via authenticated login and passwords provided under signed agreements with the SPU. Authentication will be achieved by using the public domain Ntrip protocol (Networked Transport of Radio Technical Commission for Maritime RTCM via Internet Protocol).
- 3.3. THE CITY shall be responsible for the purchase, installation, maintenance, ownership and operation of all its own equipment needed to use WSRN Services, including, without limitation, the Ntrip protocol.
- 3.4. THE CITY shall not transfer access to any of its accounts to any person or entity that are not CITY employees, unless they are a contractor or consultant under contract with THE CITY.
  - 3.4.1. If THE CITY wishes to have one of its consultants or contractors access a CITY account, THE CITY will provide prior written notification to the SPU, with the company name, postal and e-mail address, and phone number, as well as duration of access. Forty-eight hours after the end of the estimated access time, the SPU will change the login and protective password for that account. The protective password shall be changed every three months.
  - 3.4.2. If access actually is needed for a shorter or longer period than estimated, THE CITY will notify the SPU within 48 hours of the end of the access period, and the SPU will change the login and password for that account.
- 3.5. The SPU will monitor, log and enforce account usage.
- 3.6. The password and login for a specific account shall not be used concurrently by more than one party for any WSRN Services.
- 3.7. THE CITY shall notify the SPU of any unauthorized use of a CITY access account that is discovered by THE CITY.

#### **4. MANAGEMENT; COMPENSATION**

- 4.1. There will be no charges to THE CITY from SPU or any other WSRN partner. THE CITY is only responsible for CITY expenses incurred in provision of said data stream, and for use of any corrections returned to THE CITY from the CPC.
- 4.2. SPU and the WSRN partners are not responsible for any elements of THE CITY CORS or any field equipment owned or used by THE CITY that provide raw data to the CPC, or receive any correction data from the CPC. This agreement is a simple exchange of data only with no monetary considerations.

## **5. DURATION**

The initial term of this Agreement shall be three (3) years, commencing upon the date of its execution by THE CITY. The term will automatically extend in 3-year increments unless otherwise specified by mutual agreement of the parties.

## **6. NO WARRANTIES; LIMITATION OF LIABILITY**

6.1. Use of WSRN services is at THE CITY'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 THE CITY, any third parties THE CITY 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.

### SPU:

GPS, Engineering Services  
Seattle Public Utilities  
PO Box 34018  
Seattle, WA 98124-4018  
Fax: 206-684-7396  
E-mail:  
[gavin.schrock@seattle.gov](mailto:gavin.schrock@seattle.gov)  
[brian.patton@seattle.gov](mailto:brian.patton@seattle.gov)

### THE CITY OF MOSES LAKE:

THE CITY OF MOSES LAKE

Dean Turner  
P.O. Box 1579  
Moses Lake, WA 98837

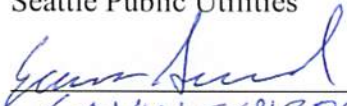
## 9. OTHER PROVISIONS

- 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, THE CITY, 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.

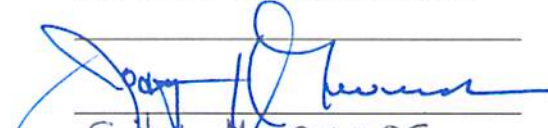
- 9.5. This Agreement, including Recitals (which by this reference are incorporated herein) contains the entire agreement of the parties and any representations or understandings, whether oral, written or not incorporated herein are excluded.
- 9.6. The provisions of this Agreement shall be construed 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  
Seattle Public Utilities

  
\_\_\_\_\_  
GAVIN SCHAROCK  
Date: 11/21/07

THE CITY OF MOSES LAKE

  
\_\_\_\_\_  
CITY Manager  
Date: 12-4-07