

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
202102007

|   |                                       |
|---|---------------------------------------|
| Originating Department:                             | Public Works                          |
| Division/Program: (i.e. Dept. Division and Program) | 905900 / Construction                 |
| Contract or Grant Administrator:                    | James P. Karcher, PE, County Engineer |
| Contractor's / Agency Name:                         | City of Seattle                       |

Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes     No

Yes     No     If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval?    Yes     No     If No, include WCC: \_\_\_\_\_

Already approved? Council Approved Date: \_\_\_\_\_ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?  
Yes     No     If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded?  
Yes     No     If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process?    Contract  
Yes     No     If yes, RFP and Bid number(s): \_\_\_\_\_    Cost Center: 10852

Is this agreement excluded from E-Verify?    No     Yes     If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

Professional services agreement for certified/licensed professional.     Goods and services provided due to an emergency

Contract work is for less than \$100,000.     Contract for Commercial off the shelf items (COTS).

Contract work is for less than 120 days.     Work related subcontract less than \$25,000.

Interlocal Agreement (between Governments).     Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):  
\$ 3000.00 +- \_\_\_\_\_

This Amendment Amount:  
\$ N/A \_\_\_\_\_

Total Amended Amount:  
\$ 3000.00 +- \_\_\_\_\_

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Washington State Reference Network will transmit live GPS satellite corrections to Whatcom County Public Works for producing survey grade corrections utilizing cell phone connections and survey grade GPS. Furthermore, the Washington State Reference Network eliminates duplication of equipment, software and operational expenditures.

Term of Contract: Not to Exceed      Expiration Date: 5 year agreement

|                   |   |                        |
|-------------------|---|------------------------|
| Contract Routing: | 1. Prepared by: <u>J. Allen</u>               | Date: <u>1/22/2021</u> |
|                   | 2. Attorney signoff: <u>Christopher Quinn</u> | Date: <u>1/26/2021</u> |
|                   | 3. AS Finance reviewed: <u>M Caldwell</u>     | Date: <u>1/26/2021</u> |
|                   | 4. IT reviewed (if IT related): _____         | Date: _____            |
|                   | 5. Contractor signed: <u>City of Seattle</u>  | Date: <u>1/26/2021</u> |
|                   | 6. Submitted to Exec.: _____                  | Date: <u>2-02-21</u>   |
|                   | 7. Council approved (if necessary): _____     | Date: <u>2-9-2021</u>  |
|                   | 8. Executive signed: _____                    | Date: <u>2-11-2021</u> |
|                   | 9. Original to Council: _____                 | Date: <u>2-19-2021</u> |

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

This Washington State Reference Network Agreement (the "AGREEMENT") is made and entered into by and between Whatcom County, herein referred to as [" COUNTY"] 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"). COUNTY 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 the COUNTY, 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 COUNTY if requested. COUNTY is NOT responsible for the equipment, configuration thereof of any WSRN user equipment or 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, COUNTY shall provide a geodetic grade GPS/GNSS antenna, per WSRN specifications, that WSRN will install to provide live uninterrupted data access to upgrade a CORS station designated as "BBAY" that will be located in Birch Bay. Station "BBAY" will be operated by the WSRN. Station "BBAY" will be at approximately:

Latitude: 48°53'56.49"N  
Longitude 122°46'10.33"W

- 2.1.1. The hardware for the CORS, to include the dual frequency GPS receiver, compatible antenna, and serial-to-IP device server (if needed), and any peripheral cables and connectors will remain the property of the WSRN.
  - 2.1.2. The antenna may be deployed temporarily at another CORS site until such time as the BBAY CORS is upgraded.
- 2.2. For the duration of this Agreement, COUNTY 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, COUNTY, upon request, shall receive unlimited access via up to two specified COUNTY accounts for full WSRN services in exchange for COUNTY'S sponsorship and hosting of said CORS specified in this Agreement.

## **4. MANAGEMENT; COMPENSATION**

4.1. There are no additional costs to COUNTY, other than those incurred in purchasing the equipment that will be loaned to the WSRN for the CORS specified in this agreement.

4.1.1. In exchange for donating the receiver for the CORS specified in this agreement, COUNTY will have full rights to network service accounts as specified in section 3.1.

## **5. DURATION**

The initial term of this Agreement shall be 5 years, commencing upon the date of its execution by COUNTY. The term may be extended by mutual agreement of the parties.

Upon termination of this Agreement, COUNTY shall have no further 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 COUNTY'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 COUNTY, any third parties COUNTY 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

### **WHATCOM COUNTY**

Jesse Allen, PLS  
Senior Professional Land Surveyor  
Whatcom County Public Works  
322 N. Commercial St. Ste. 301  
Bellingham, WA 98225-4042  
Office: (360)-778-6311  
E-mail:  
JJAllen@co.whatcom.wa.us

## **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, COUNTY, 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**

**WHATCOM COUNTY**

[Sign]   
**Tanya Treat**  
**Director**  
**Engineering and Technical**  
**Services Division**  
**Seattle Public Utilities**  
 Date: 01/26/2021

[Sign] See attached Wh Co signature sheet  
 [Print Name] \_\_\_\_\_  
 [Title] \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_





Jon Hutchings  
Director



James P. Karcher, P. E.  
County Engineer  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

RECEIVED

FEB 2 2021

MEMORANDUM

WHATCOM COUNTY  
EXECUTIVE'S OFFICE

**To:** The Honorable Satpal Singh Sidhu, Whatcom County Executive, and  
The Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director *JH*

**From:** James P. Karcher, P.E., County Engineer *JPK*

**Date:** January 27, 2021

**Subject:** **Washington State Reference Network Agreement  
between Whatcom County and the City of Seattle**

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Enclosed for your review and signature are two (2) originals of a Draft agreement between Whatcom County and the City of Seattle for providing Global Positioning Systems (GPS) Network corrections using the Washington State Reference Network.

**Requested Action**

Public Works respectfully requests that the County Council authorize the County Executive to enter into a 5-year agreement with the City of Seattle to provide access to the Washington State Reference Network.

**Background and Purpose**

Whatcom County Public Works utilizes GPS to assist in mapping activities related to numerous capital and maintenance public works projects.

Washington State Reference Network will transmit live GPS satellite corrections to Whatcom County Public Works for producing survey grade corrections utilizing cell phone connections and survey grade GPS. Furthermore, the Washington State Reference Network eliminates duplication of equipment, software and operational expenditures.

**Funding Amount and Source**

For the duration of this Agreement, WHATCOM COUNTY shall provide a geodetic grade GPS antenna, per Washington State Reference Network specifications. Cost of approx. \$3,000 from the road fund 10852 – tools and equipment budget item.

Please contact Jesse Allen at extension 6311, if you have any questions or concerns regarding the terms of this agreement.