

AGREEMENT  
BETWEEN THE CITY OF RENO, THE CITY OF SPARKS, SIERRA PACIFIC  
POWER COMPANY AND THE COUNTY OF WASHOE  
FOR  
SHARING AND DISTRIBUTION OF GIS BASEMAP DATA SETS  
AND  
DEVELOPMENT OF DATA LICENSING REQUIREMENTS

THIS AGREEMENT effective this 22 day of August, 2001, by and between the CITY OF RENO, hereinafter referred to as "RENO", the CITY OF SPARKS, hereinafter referred to as "SPARKS", the SIERRA PACIFIC POWER COMPANY, hereinafter referred to as "SIERRA PACIFIC" and the COUNTY OF WASHOE, hereinafter referred to as "WASHOE COUNTY", collectively referred to as the "*Regional Basemap Committee*."

WHEREAS, RENO, SPARKS and WASHOE COUNTY entered into an interlocal agreement on July 14, 1998, establishing a *Regional Basemap Committee* to coordinate the implementation of digital submission standards; provide on-going review and update of the standards; implement procedures to enhance the parcel base; and, increase survey control throughout RENO, SPARKS and WASHOE COUNTY; and,

WHEREAS, the City/County Managers on September 22, 1999, authorized SIERRA PACIFIC to become a full member of the *Regional Basemap Committee*; and,

WHEREAS, Nevada Revised Statutes Chapter 239.054 delineates the circumstances under which fees may be collected for the provision of information from a *Geographic Information System (GIS)*; and,

WHEREAS, RENO, SPARKS, SIERRA PACIFIC and WASHOE COUNTY desire to improve the currency and accuracy of parcel database maintenance; and,

WHEREAS, RENO, SPARKS, SIERRA PACIFIC and WASHOE COUNTY seek agreement on how GIS data sets are made available, for the purposes of establishing data sharing, maintenance, license and distribution policies.

Now therefore, RENO, SPARKS SIERRA PACIFIC AND WASHOE COUNTY MUTUALLY AGREE AS FOLLOWS:

A. DATA SHARING INTERNAL TO REGIONAL BASEMAP COMMITTEE

1. DATA SHARING. The parties agree to share basemap data sets as listed in Attachment A, GIS Basemap Data Sets, for use directly in their respective GIS programs.

2. MAINTENANCE. The *Regional Basemap Committee* is the authorized entity responsible for updating and on-going maintenance of the basemap data sets as listed in Attachment A, GIS Basemap Data Sets.
3. DATA SHARING AND INDIVIDUAL ENTITY DATA MAINTENANCE. The parties agree to share GIS data sets generated from within their respective entity's GIS programs, but separate and distinct from the GIS Basemap Data Sets listed in Attachment A, and each entity is responsible for maintenance thereof.
4. COMPENSATION. The parties agree to share data sets from A.1 and A.3, above, at no charge to each other.

**B. DATA DISTRIBUTION EXTERNAL TO REGIONAL BASEMAP COMMITTEE**

1. DISTRIBUTION. The *Regional Basemap Committee* is authorized to develop guidelines and procedures for distribution of the GIS Basemap Data Sets listed in Attachment A, including the establishment of licensing requirements for distribution of data outside of the parties to this agreement.
2. LICENSE FEES. The *Regional Basemap Committee* is authorized to develop and establish fees similar to ATTACHMENT B, Digital Licenses Fees, in accordance with NRS 239.054, as follows:

“NRS 239.054 Additional fee for information from geographic information system.

1. A fee for the provision of information from a geographic information system may include, in addition to the actual cost of the medium in which the information is provided, the reasonable costs related to:

- (a) The gathering and entry of data into the system;
- (b) Maintenance and updating of the database of the system;
- (c) Hardware;
- (d) Software;
- (e) Quality Control; and
- (f) Consultation with personnel of the governmental entity.

2. As used in this section, “geographic information system” means a system of hardware, software and data files on which spatially oriented geographical information is digitally collected, stored, managed, manipulated, analyzed and displayed.

(Added to NRS by 1997, 2385)”

3. FEE COLLECTION. WASHOE COUNTY is authorized to collect fees on behalf of the *Regional Basemap Committee*. Fees collected by WASHOE COUNTY, pursuant to Sub-Section B2., above, from NRS 239.054, shall be placed in a specific account created by WASHOE COUNTY for the *Regional Basemap Committee*.
4. FEE USAGE. License fees collected shall be used at the discretion of the *Regional Basemap Committee* for on-going maintenance, and for related functions within the committee's responsibilities as stipulated in this

Agreement, and in the interlocal agreement which established the *Regional Basemap Committee* on July 14, 1998.

5. PAYMENT. A separate check from each licensee will be made payable to WASHOE COUNTY for licensing of GIS Basemap Data Sets listed in Attachment A. The *Regional Basemap Committee* will be provided with a monthly report from Washoe County listing the products provided and fees obtained for the GIS Basemap Data Sets listed in Attachment A.

6. DATA LICENSING REQUIREMENTS.

(a.) The *Regional Basemap Committee* is the authorized entity responsible for developing data licensing requirements for the distribution of Basemap Data Sets listed in Attachment A, outside of the parties to this Agreement, to include a fee schedule in accordance with Attachment B, Digital License Fees, or as may be amended by the *Regional Basemap Committee*. Said requirements shall contain specific terms and conditions under which a licensee may use data so distributed; including a clause providing for the revocation of said license and surrender of all data should the terms and conditions be breached. The licensing requirements shall be comprehensive and structured to maximize protection for the parties to this Agreement from a risk management/loss prevention standpoint.

(b.) The parties to this Agreement, acting in their capacity as individual *Regional Basemap Committee* member entities, agree to develop within their own entity jurisdictions parallel licensing requirements for distribution of their GIS products which utilize one or more of the Basemap Data Sets, listed in Attachment A, as a component of their distributed GIS products. It is also agreed that said parallel licensing requirements will be structured as closely as practicable to be in harmony with the licensing requirements of 6.(a.), above, and, among each of the individual member entities, be as uniform as possible.

7. NO FEE LICENSE; AUTHORIZATION. Under special circumstances, as identified in the licensing requirements developed from 6a., above, the licensing fee may be waived at the discretion of individual *Regional Basemap Committee* member entities. This would normally apply when work is being done specifically for a member entity, and data so licensed must be distributed for use on one(1) specific project only. It is the responsibility of the *Regional Basemap Committee* to develop, as a part of the data licensing requirements, detailed guidelines under which a fee may be considered for waiver. Under no circumstances will the *Regional Basemap Committee*, or any member entity thereof, transmit or otherwise distribute raw Basemap Data Sets as listed in Attachment A, to any person, firm or organization outside of the *Regional Basemap Committee*, unless done so under provisions of the data licensing requirements.

8. DATA DISCLAIMER. Any and all GIS data sets distributed outside of the parties to this Agreement, either in a capacity as the *Regional Basemap Committee*, or acting individually as member entities thereof, shall be

accompanied by a data disclaimer in accordance with the data licensing requirements of the *Regional Basemap Committee*.

### C. GENERAL TERMS

1. INDEMNIFICATION. The parties to this Agreement stipulate to a distinction between the *Regional Basemap Committee* comprised of its individual member participants acting in a joint capacity, as a whole, and each acting individually.
  - (a.) In the event that a liability claim or lawsuit is filed against the *Regional Basemap Committee*, or any of its member entities, wherein the basis of the claim or lawsuit specifically concerns the GIS Basemap Data Sets listed in Attachment A, there shall be a meeting between the risk managers and/or defense counsel representing each member entity, plus at least one *Regional Basemap Committee* member representing each member entity. The purpose of the meeting shall be to discuss how best to defend or settle the claim or lawsuit. The parties agree, to the extent allowed by law, and to the extent of each individual member entity's liability, to hold harmless, indemnify, and defend each other from and against any and all losses, liabilities, or expenses of any nature, to the person or property of another to which each may be subjected as a result of a claim, demand, action, or cause of action arising out of a negligent act, errors, or omissions on the part of the employees, agents, or servants of the other.
  - (b.) In the event that a liability claim or lawsuit is filed against a named individual member entity of the *Regional Basemap Committee*, acting in a capacity distinct and apart from the other parties to this Agreement, wherein the basis of the claim or lawsuit specifically concerns GIS products generated by that individual member entity, and not the GIS Basemap Data Sets listed in Attachment A, the parties agree that the individual member entity so named shall be responsible for any liability or loss that may be incurred as a result of any such claim, demand, cost, or judgment made against that member entity arising from any negligent act, or failure to act, by any of that entity's employees, agents or servants.
2. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Nevada. Venue for any litigation shall be Washoe County, Nevada.
3. MODIFICATION. Modifications of the provisions of this Agreement shall not be effective unless reduced to writing and signed by the parties of this Agreement.
4. DISPUTE RESOLUTION. The parties agree to the following resolution process if a dispute or disagreement arises:

- (a.) There will be an attempt to resolve the disagreement with the *Regional Basemap Committee* representatives from RENO, SPARKS, SIERRA PACIFIC and WASHOE COUNTY.
  - (b.) If the disagreement remains unresolved, the *Regional Basemap Committee* Chairman (elected by vote of the committee) will present the issue(s) before a regular City/County Manager meeting, at which an appointed representative of the Board of Directors of SIERRA PACIFIC POWER COMPANY is present, to discuss and resolve the disagreement. The majority consensus reached by the City/County Managers and SIERRA PACIFIC'S representative shall be regarded as final and binding to all parties.
  - (c.) Nothing in 4(a) or 4(b), above, precludes a member entity from pursuing any remedy available under law at any time to resolve a dispute or disagreement.
5. TERM. This Agreement shall be deemed effective upon approval of the Councils of RENO, SPARKS, SIERRA PACIFIC'S Board of Directors and the Board of Commissioners of WASHOE COUNTY.
6. ASSIGNMENT. No assignment or transfer of the Agreement or any part thereof shall occur unless mutually agreed upon in writing by all parties. This Agreement shall be binding upon all parties, their representatives, successors and assigns.
7. TERMINATION. This Agreement may be terminated by any party, to be effective upon 30 days written notice to all other parties.

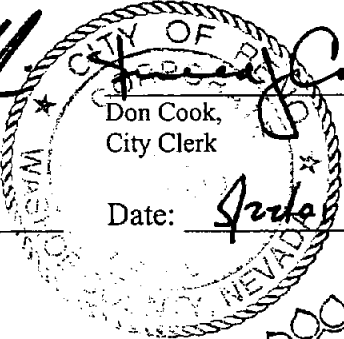
IN WITNESS WHEREOF, the Cities of RENO and SPARKS, SIERRA PACIFIC POWER COMPANY and the COUNTY OF WASHOE have executed this Agreement for Sharing and Distribution of GIS Basemap Data Sets and Development of Data Licensing Requirements as dated and written above.

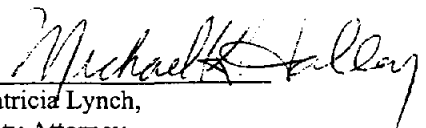
City of Reno, Nevada

ATTEST:

Approved as to Form

  
Jeff Griffin  
Mayor

  
Don Cook,  
City Clerk

*for*   
Patricia Lynch,  
City Attorney

Date: 4/22/01

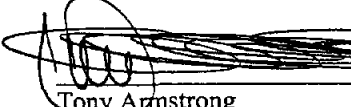
Date: 4/22/01


Date: 5/22/01

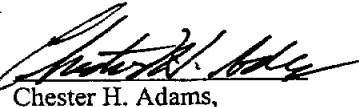
City of Sparks, Nevada

ATTEST:

Approved as to Form

  
Tony Armstrong  
Mayor

  
Deborine J. Dobbins,  
City Clerk

  
Chester H. Adams,  
City Attorney

Date: June 11, 2001


Date: June 11, 2001

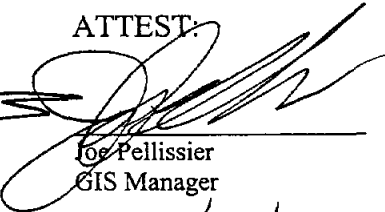
Date: June 11, 2001


Sierra Pacific Power Co.

ATTEST:

Approved as to Form

  
Gary Smith  
Director of New Business

  
Joe Pellissier  
GIS Manager

  
Scott R. Campbell  
Associate General Counsel, SPPC  
Attorney

Date: 8/15/01

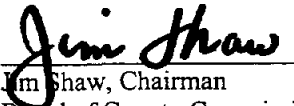
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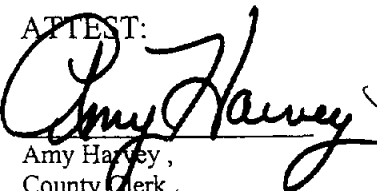
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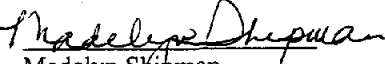
Washoe County, Nevada

ATTEST:

Approved as to Form

  
Jim Shaw, Chairman  
Board of County Commissioners

  
Amy Harvey,  
County Clerk

  
Madelyn Shipman,  
Assistant District Attorney

Date: August 16, 2001

Date: 8/22/01

Date: 8-20-01

## ATTACHMENT A - GIS BASEMAP DATA SETS

### Coverage Availability:

Coverages	Mapping Resolution	Cover Extent		Mapping Unit			
		County Wide	Southern County	County Wide	Southern County	Sub Region	Single Section
<b>Basemap Data Sets</b>							
Regional geodetic control data	Survey Grade	X	X	X	X		
Parcel database (limited attributes)	1:2,400	X		X	X	X	
Road Center line data	1:2,400	X	X	X	X		
Orthophotography 1/2 foot pixel	1:1,200		X				X
Orthophotography 1 foot pixel	1:2,400		X				X
Orthophotography 4 foot pixel	1:10,000		X			X	
2-foot contour data	1:1,200		X			X	X

- X – indicates the availability of mapped information.
- Mapping Resolution – indicates the spatial resolution of the data and the maximum map scale used.
- Survey Grade -- indicates quality of control point measurement meeting survey standard.
- Cover Extent – indicates the geographic extent of the mapping areas.
- Mapping Unit – indicates individual mapping area available for licensing.
- Countywide – indicates area encompassing the entire Washoe County.
- Southern County – indicates populated area south of Township 22N and west of Range 22E, which include City of Reno, City of Sparks and Incline Village.
- Sub Region – indicates township, planning areas or Cities.
- Single Section – indicates one square mile defined by section lines of the U.S. Public Land Survey System (PLSS).

## ATTACHMENT B - DIGITAL LICENSE FEES

**Custom Request:** Custom request is computed as follows:

- Staff time - \$55.00 per hour with a minimum charge of 1 hour.
- Data charge - Based on the license cost of the data used.
- Supplies - Paper map plotting \$1.50 per square foot, usually between \$20 and \$40 per map.

**Data charge:** Data license fee is based on the real data cost, which includes data creation cost, quality control cost, and maintenance cost. Data license fees are 10 percent of the real data cost (with the exception of orthophoto data), plus \$25.00 of handling fee per order. Orthophoto license fees are 20 percent of real data cost. In licensing packaging GIS data, the fee should be substantially lower than the 10 percent of the actual cost.

**Annual subscription fee:** Annual subscription fee for the entire content of the GIS Basemap Data Sets listed in Attachment A is \$20,000.00, which includes the next semi-annual update, subsequent to the initial subscription's delivery. After the first year, provided the subscription has not lapsed, semi-annual updates can be purchased for \$5,000.00 each. If a subscription lapses for one(1) semi-annual period, it is possible to back-pay the lapsed period, plus pay the present period, to bring the subscription current(i.e., \$5,000.00 for lapsed period, plus \$5,000.00 for present period's subscription = \$10,000.00). Otherwise, if a subscription lapses for two(2) consecutive semi-annual periods, one must re-subscribe at the initial fee of \$20,000.00 to become a subscriber in good standing.

**Partnership fee:** Partnership members have online access to the most current GIS Basemap Data Sets listed in Attachment A, including address database and other non-basemap data sets, via respective mapping servers. Partnership one-time entry fee is set at \$100,000.00 and annual membership fee is \$20,000.00.

**Delivery Format:** Two types of data are available in the basemap databases:

**Vector data** – All vector data are provided in Arc/Info coverage, Arc/Info export files, shape files or DXF format. Any data transferred to DXF format will have no attributes associated with the features. Other special formats are available depending on the County's software capability and will include an additional per hour custom request charge.

**Raster data** – Typical raster data include orthophotography and scanned document images. Data are provided in "tiff" file format. Data delivered in "jpeg", or "Mr. Sid" format will add additional custom request charge.



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Requested By

WASHOE COUNTY

Washoe County Recorder

Kathryn L. Burka - Recorder

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INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF RENO, THE CITY OF SPARKS  
AND THE COUNTY OF WASHOE

2233806

FOR  
DIGITAL BASE MAP STANDARDS FOR FINAL MAPS AND ASSOCIATED  
IMPROVEMENT DRAWINGS

THIS AGREEMENT entered into this ~~14th~~ day of July, 1998, by and between the CITY OF RENO, hereinafter referred to as "RENO", the CITY OF SPARKS, hereinafter referred to as "SPARKS", and the COUNTY OF WASHOE, hereinafter referred to as "WASHOE COUNTY".

WHEREAS, RENO, SPARKS and WASHOE COUNTY desire to develop and maintain a multi-jurisdictional county-wide parcel database;

WHEREAS, RENO, SPARKS and WASHOE COUNTY desire to develop consistent regional base map requirements for use across jurisdictional boundaries;

WHEREAS these digital base map standards reflect formats for submission of the digital files and do not supercede existing development standards for RENO, SPARKS and WASHOE COUNTY.

WHEREAS, RENO, SPARKS and WASHOE COUNTY desire to enhance parcel database accuracy through the use of digital ortho-photography, COGO (*coordinate geometry*) processing of existing and new land divisions, the digital submission of final maps and associated improvement drawings;

WHEREAS, RENO, SPARKS and WASHOE COUNTY desire mapped data to be shared across organizational lines, establish communication links to each jurisdiction's mapping server to enable data sharing for submission and retrieval of the parcel based information;

WHEREAS, RENO, SPARKS and WASHOE COUNTY desire to create uniform fees and a central location for technical checks of digital files prior to final map recordation; and,

WHEREAS this Agreement is entered into by and between the parties hereto pursuant to the Interlocal Cooperative Agreements Act for the purpose of establishing consistent digital base map standards for RENO, SPARKS and WASHOE COUNTY.

RENO, SPARKS AND WASHOE COUNTY MUTUALLY AGREE AS FOLLOWS:

1. COMMITTEE. Establish a 'Base Map Committee', hereinafter referred to as 'COMMITTEE' consisting of two (2) representatives from each jurisdiction (*Surveyor, Engineer, Planner or GIS coordinator*), appointed by the respective City and County Manager, to: coordinate the implementation of digital submission standards; provide on-going review and update of the standards per ATTACHMENT A, which is incorporated by reference, and the fees per ATTACHMENT B, which is incorporated by reference; implement procedures to enhance the parcel base; and, densify control throughout SPARKS, RENO and WASHOE COUNTY. The

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COMMITTEE is also authorized to select a chairman from the appointed representatives.

2. GEODETIC POINTS. Require final maps and improvement drawings to be tied to two (2) geodetic points, or more, and the basis of bearing on all maps shall be North American Datum 1983 (NAD83), except for the rural areas of WASHOE COUNTY where control is not available. The COMMITTEE is further directed to maintain an approved list of geodetic points.
3. STANDARDS. Authorize the COMMITTEE to revise, update and implement digital base map standards for final maps and associated improvement drawings as described in ATTACHMENT A. Implementation will occur per Section 18, IMPLEMENTATION, below.
4. TECHNICAL MAP CHECKS. Authorize WASHOE COUNTY as the central agency to perform technical map checks for RENO, SPARKS and WASHOE COUNTY.
5. TECHNICAL CHECK FEES. Establish fees for Base Map technical checks of the proposed map recordation at the submission of the final map per ATTACHMENT B. Fees for technical checks of improvement drawings will be identified by the COMMITTEE as part of implementation for the Improvement Drawings per Section 18, IMPLEMENTATION, below.
6. FEE INCREASES. Upon recommendation of the COMMITTEE, review and approval by the City/County Manager's and subsequent approval by the City Councils and County Commissioners; fees can be adjusted annually, as noted in ATTACHMENT B, by the percentage increase or decrease of the Consumer Price Index (CPI) for the 13 western states as annually published.
7. FEE ASSIGNMENT. Fees collected by WASHOE COUNTY per Section 5, TECHNICAL CHECK FEES, and Section 8, PAYMENT, are to perform technical map checks for the respective jurisdiction, improve ground control and mosaic the digital files to WASHOE COUNTY's uniform GIS parcel base map.
8. PAYMENT. A separate check will be made payable to WASHOE COUNTY for performing the technical map check. Upon delivery of the map, digital file and check WASHOE COUNTY will note the map name, time/date received and estimated time to complete the technical check. RENO and SPARKS will be provided with a weekly report listing the map, date received and when the technical map check is scheduled for completion, as identified in ATTACHMENT A.
9. LEVELS OF SERVICE. The participating agencies agree to the establishment of the following goals for the level of service to be provided.
  - a) RENO, SPARKS and WASHOE COUNTY are responsible for COGOing existing land divisions within their respective jurisdiction over the next two (2) to four (4) years.
  - b) RENO, SPARKS and WASHOE COUNTY will share all mapped data and parcel based information daily as it is posted to their respective mapping servers via LAN network links to be established as a result of this agreement.
  - c) WASHOE COUNTY will improve parcel currency, over the next two (2) to three (3) years, from twice yearly to weekly after land divisions have been recorded by the Recorder's Office.
  - d) WASHOE COUNTY will create a central location for technical checks of digital files which will be accomplished within ten (10) days. Minor corrections discovered during the technical check would receive priority towards review and resolution.

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10. **PERFORMANCE.** Authorize the COMMITTEE to establish, monitor and update the performance standards for the technical map checks performed by WASHOE COUNTY and levels of service as discussed in Section 9, above.
11. **INDEMNIFICATION.** The parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or failure to act, by any of that party's employees, agents, or servants in connection with the performance of this agreement.

The parties further agree, to the extent allowed by law pursuant to Nevada Revised Statutes Section 41, to hold harmless, indemnify, and defend each other from and against any and all losses, liabilities, or expenses of any nature to the person or property of another to which each may be subjected as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors, omissions on the part of the employees, agents, or servants of the other.
12. **GOVERNING LAW.** This agreement shall be governed by the laws of the State of Nevada. Venue for any litigation shall be Washoe County, Nevada.
13. **MODIFICATION.** Modifications of the provisions of this agreement shall not be effective unless reduced to writing and signed by the parties of this agreement.
14. **INTEGRATION.** This Agreement contains the entire agreement between the parties and supersedes all prior written and/or oral discussions or agreements between RENO, SPARKS and WASHOE COUNTY with respect to digital base map standards.
15. **DISPUTE RESOLUTION.** The parties agree to the following resolution process if a dispute arises:
  - a) Attempt to resolve the disagreement with the COMMITTEE representatives from RENO, SPARKS and WASHOE COUNTY.
  - b) If the conflict remains unresolved, the COMMITTEE chairman will present the issues before a regular City/County Manager meeting to discuss and resolve the disagreement. The action taken at the City/County Manager, or their designee, will be regarded as final and binding to all parties.
16. **TERM.** This agreement shall be deemed effective upon approval of the Councils of RENO and SPARKS and the Board of Commissioners of WASHOE COUNTY.
17. **TERMINATION.** This agreement may be terminated by any party upon written notice to all other parties.
18. **IMPLEMENTATION.** The COMMITTEE is directed to first implement the procedures for the digital submission of the Base Map layers and resolve outstanding issues. Once issues are resolved, the COMMITTEE may proceed to implement procedures for the digital submission of the Improvement Drawing layers.

Depending on available resources, the COMMITTEE is directed to develop a transition schedule for implementing procedures for submission of digital Base Map layers tentatively commencing thirty (30) days after this agreement is executed with full implementation occurring in ninety (90) days. A schedule to implement procedures for submission of digital Improvement Drawings would occur after Base Map issues are resolved.

Prior to implementation of any phase or update to these standards, the COMMITTEE will provide notice to all engineering and surveying firms that submit final maps and improvement drawings to RENO, SPARKS or WASHOE COUNTY.

IN WITNESS WHEREOF, the Cities of RENO and SPARKS and the County of WASHOE COUNTY have executed this agreement on the date first above written.

City of Reno, Nevada

ATTEST:

Approved as to Form

[Signature]  
Jeff Griffin,  
Mayor

[Signature]  
Don Cook,  
City Clerk

[Signature]  
Patricia Lynch,  
City Attorney

Date: 7/14/98

Date: 7/14/98

Date: 7/15/98

City of Sparks, Nevada

ATTEST:

Approved as to Form

[Signature]  
Bruce H. Breslow,  
John R. Mayer  
Mayor Pro Tempore

[Signature]  
Deborine J. Peebles,  
City Clerk



[Signature]  
Crestor H. Adams,  
City Attorney

Date: 6/30/98

Date: 6/30/98

Date: 6/30/98

Washoe County, Nevada

ATTEST:

Approved as to Form

[Signature]  
Joanne Bond, Chairman  
Board of County  
Commissioners

[Signature]  
Judi Bailey,  
County Clerk

[Signature]  
Madelyn Shipman,  
Assistant District Attorney

Date: 6/25/98

Date: 6/30/98

Date: 6/3/98

I have reviewed the agreement and determined that it is in proper form and compatible with the laws of the state of Nevada.

[Signature] Date: 6/1/98  
Frankie Sue Del Papa  
Attorney General State of Nevada

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