

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works/ Engineering and Construction Division / Survey Section

DATE: May 26, 2015

REQUESTED ACTION: Approve and authorize the Public Works Director to execute license agreements with Trimble Navigation Limited to install Trimble Navigation GNSS (Global Navigation Satellite System) Reference Stations on three county facilities.

SR Number:

FOR APPROVAL BY: X BOCC COUNTY MANAGER HEARING

PUBLIC WORKS GOALS:

- ☐ Provide safe and efficient transportation systems in Clark County
- ☐ Create and maintain a vibrant system of parks, trails and green spaces
- ☒ Continue responsible stewardship of public funds
- ☐ Promote family-wage job creation and economic development to support a thriving community
- ☐ Maintain a healthy, desirable quality of life
- ☒ Increase partnerships and foster an engaged, informed community
- ☒ Cultivate a nimble, responsive work force
- ☐ Make Public Works a great place to work

BACKGROUND

Trimble Navigation Limited would like to install a GPS network reference station on three (3) county facilities. The stations consist of a roof mounted GPS antenna, and a GPS receiver and communication electronics inside each site. The latter requires approximately two (2) square feet of wall space. The installations will be part of a larger network of continuously operating reference stations in southwest Washington and northwest Oregon. The network allows users, when connected via internet, instantaneous survey grade GPS locations using a "rover" GPS unit. Trimble Navigation will provide one (1) network user license per installation to the County at no cost. The value of this license is \$1,650 each per year or \$4,950 for the three installations. There will be minimal cost to the county for electricity to power the units. The planned locations sites are the downtown Facilities building, the Washougal Public Works Shed and a yet-to-be-determined location.

ADMINISTRATIVE POLICY IMPLICATIONS

No

COUNCIL POLICY IMPLICATIONS

No

PREVIOUS REVIEWS AND ACTIONS

None

COMMUNITY OUTREACH

List what outreach has been done; or none.



PW 15-036

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OK
N

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

DISTRIBUTION OF BOARD STAFF REPORTS:

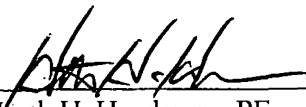
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Copies are available by close of business on the Thursday after council deliberations.

DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:

Public Works Administration – Anita Temme

PUBLIC WORKS APPROVALS:



Thomas Grange, PE
Engineering and Construction Division


Heath H. Henderson, PE
Public Works Director/County Engineer

Attachments:

- Photo of typical installation.

CC: Lori Pearce, Anita Temme, Ken Paul

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: May 26, 2015

SR #: SR 101-15

PW15-036

COUNTY MANAGER ACTION\RECOMMENDATION

By: Mark McCauley

Date:

SR Number:

REQUESTED ACTION:

Approve and authorize the Public Works Director to execute license agreements with Trimble Navigation Limited to install Trimble Navigation GNSS (Global Navigation Satellite System) Reference Stations on three county facilities.

COUNTY MANAGER RECOMMENDATION:

Action	Conditions	Referral to council?
<i>Approval\denial</i>	<i>Enter conditions or requests here</i>	<i>Yes\No</i>

Mark McCauley
Acting County Manager

DISTRIBUTION

Public Works Administration – Anita Temme

PW 15-036

GNSS REFERENCE STATION FACILITY SITE LICENSE AGREEMENT

THIS GNSS REFERENCE STATION FACILITY SITE LICENSE ("License") is made as of 5/26/15, by and between Clark County,¹ as licensor ("Licensor"), and Trimble Navigation Limited, a California corporation, as licensee ("Trimble").

1. SITE. Licensor is the owner of that certain real property located at 1650 - 18th Street, Washougal, WA 98671 in the County of Clark, State of Washington shown on the plan attached hereto at Schedule 1 ("Plan")] (the "**Property**"). Licensor hereby grants permission to Trimble to occupy and use certain spaces and portions of the Property (collectively, the "**Site**") at Trimble's election for the period described in Section 3 below on the terms of this License. The Site is more particularly described in schedule 1 hereto. Trimble shall have the right to use the Site for the purpose of installing, assembling, operating, retaining, removing, replacing, modifying, maintaining, and operating a GNSS Reference Station Facility including one (1) equipment enclosure and an external battery, one (1) GNSS antenna and associated antenna cabling (collectively the "**Equipment**").

2. EFFECTIVE DATE. The effective date of this License is _____, 20__ ("**Effective Date**")

3. Period of License. The initial term of this license will commence on the Effective Date and continue through December 31, 2015. Thereafter the License Term will be renewed for successive one (1) year periods upon written approval of Clark County, on the same terms and conditions and at the same rental rate then in effect as of the renewal date, unless or until terminated in accordance with Section 10 below. The initial term and any renewal term are referred to as the "**License Period**".

4. Rent and Costs. In lieu of cash rental payments under this License, Trimble shall compensate Licensor in accordance with the following terms: Trimble grants Licensor one Trimble VRS Now license ("79780-00: RTK GNSS (1 year subscription)" or equivalent, annually) at no cost to Licensor as full rental compensation for the License Period. This license fee includes compensation for any and all ancillary and utility costs of the Licensor for providing access to and supply of electric power (at an approximate average of 6 watts) and DSL or any other broadband connection from the Property to the Equipment, applicable taxes, if any, and no additional contribution shall be required to be made to Licensor by Trimble in respect thereof. The Trimble VRS Now license shall be provided during the License Period, including any renewals of this License. The standard TRIMBLE VRSTTM NOWTM SERVICES – TERMS OF SERVICE apply for all licenses.

¹ Include State of incorporation if Licensor is a company.

5. Access to Equipment and Services. Licensor grants to Trimble the following license rights ("Rights"):

- (i) the right to connect into and use (without any charge being made by the Licensor to Trimble additional to the license fee reserved by Section 4 above) the electricity supply at the Property and Site in order to obtain supply of electricity through any of the plug sockets present at the Property and to DSL connection or any other broadband;
- (ii) the right to install the Equipment on, under or over the Site and to execute works on the Site reasonably required in connection with the installation, assembly, operation, maintenance, adjustment, alteration, repair, replacement, renewal, inspection, upgrading or removal of the Equipment, and to retain and use such Equipment;
- (iii) the right for Trimble or its authorized employees or contractors of access across the Property to and from the Site during normal working hours and at other times that are mutually convenient for all proper purposes including for the installation, assembly, operation, maintenance, adjustment, alteration, repair, replacement, renewal, inspection, upgrading or removal of the Equipment. All access by Trimble, its authorized employees, will require the presence of a designated Clark County Employee;
- (iv) the right to connect into and use for the purposes permitted by this License any conducting media and all ancillary equipment on the Property which serve or will come to serve the Site; [and]
- (v) The right to install and to connect retain and use an antenna cable from the antenna situated on the roof of the building on the Property to the Equipment.
- (vi) Installation, repair of external equipment mounted on Clark County structures, and removal activities listed in section (ii) above shall only be performed under approval from, and direct supervision of, Clark County Facilities Maintenance, or their designee, for compliance with applicable building codes, and quality assurance. Prior to installation, modification, or removal of equipment that requires modification of any Clark County structure, detailed plans shall be submitted by Trimble to Clark County Facilities Maintenance for approval. All other access requirements, including but not limited to, software/firmware upgrades, hardware replacement, etc., will require approval from the Clark County Surveyor or his designee. The County Surveyor's Office shall be the Primary contact for all above activities.

On or before execution of this License, Licensor will provide Trimble with reliable evidence of sufficient electric utility services and supply to the Property and Site under a contract with the service provider to assure uninterrupted supply of electricity and DSL or broadband connection.

6. Insurance. Trimble at its own cost shall obtain and maintain at all times during the License Period public and third party liability insurance in an amount not less than One Million Dollars (\$1,000,000) each occurrence and in an amount not less than One Million Dollars (\$1,000,000) annual aggregate.

7. Trimble Indemnity. Trimble shall indemnify Licensor against any and all claims, liabilities, judgments, costs, damages, and expenses, arising out of a breach by Trimble of Trimble's obligations in this License or Trimble's installation and use of the Equipment except to the extent that such claim, liability, judgment, cost, damage, or expense arises from the negligence or willful misconduct or fraud of Licensor, its employees, or representatives; provided that Licensor shall not compromise or settle such claims, costs, proceedings or demands without the prior written consent of Trimble and shall permit Trimble to defend and settle the same in the name of Licensor at Trimble's expense, should Trimble so elect.

8. Utilities. The Licensor will permit Trimble to have access to and to use the electricity supplied to the Property through plug sockets at the Property and Site and shall ensure that it makes prompt payment to the relevant suppliers for all such electricity supplies so as to ensure so far as it is able the uninterrupted supply of electricity to the Equipment. Trimble shall be entitled to install any additional utilities and services required for the Equipment which Trimble considers are required. Licensor shall provide Trimble, at Trimble's cost, with such reasonable assistance as is necessary to enable Trimble to arrange for such utilities, equipment and services to be connected and supplied including allowing Trimble or any utilities providers access to and across the Property.

9. Installation, Operation and Removal of Equipment. Trimble will install the Equipment on the Site and will be responsible for making good any damage to the Site caused by Trimble's personnel, authorized contractors or their equipment. The Equipment is and shall remain the property of Trimble and Licensor shall not have a lien thereon or encumber or charge or otherwise deal with it. Upon the expiration or earlier termination of this License, Trimble shall, at Trimble's sole cost and expense, remove the Equipment and return the Site to substantially the condition existing on the Effective Date, normal wear and tear excepted, or at Trimble's election leave it in its improved condition, as reasonably appropriate under the circumstances.

10. Termination Prior to Expiration. Either party may terminate this License upon not less than sixty (60) days prior written notice to the other party.

11. Notices. Any notice or demand required to be given herein shall be made in writing and sent by courier UPS, Fedex or DHL (providing for proof of service) to the address of the respective parties set forth below and shall be considered effective on the date that it is delivered.

Licensor:

Clark County
Attn: Ken Paul, Survey Section
P.O. Box 9810
Vancouver, WA 98666-9810

360-397-6118, ext. 5130

Licensee:

Trimble Navigation Limited
Attn: Facilities Director/
Contracts Administration
935 Stewart Drive
Sunnyvale, CA 94085

408-481-8000
1-877-552-6996

Either party may change its address by giving the other notice of a new address in accordance

with the terms of this Section 11. All payments to Licensor required hereunder shall be sent to the address specified for Licensor above.

12. Applicable Law. This License and any matters arising from it shall in all respects be governed by and construed in accordance with the laws of the State in which the Property is located without regard to its conflicts of laws principles.

13. Licensor's obligations and warranties. Licensor obliges and warrants:

- (i) that Licensor is the freehold owner of the Property and the Site or that Licensor holds a leasehold estate in the same under which Licensor has the right to enter into this License of the Site for their intended purposes hereunder without the need to obtain the consent of any third party to the entering into of such License (or that if such consent is needed the same has been obtained);
- (ii) that uninterrupted and sufficient supply of electricity exists in the Property and the Site for Trimble to use and to have access as agreed in this License, and that a DSL or other broadband connection exists thereon, and that the Licensor will use all reasonable efforts to ensure uninterrupted supply and connection of the same;
- (iii) that the person signing this License has the full authority to execute it as or on behalf of Licensor;
- (iv) not to move, disconnect or otherwise tamper with the Equipment and to make reasonable efforts to prevent non-authorized persons from doing so and not to knowingly do or cause or permit to be done on the Property anything which causes damage to or destruction of the Equipment or materially interferes with the exercise of the Rights including building over or otherwise obstructing the cabling such that access to the same is restricted; and
- (vi) to indemnify, defend and hold Trimble, its officers, directors and employees harmless from and against any and all claims, liabilities and judgments (including legal fees), arising out of or related to Licensor's breach of the foregoing covenants, the negligence or willful misconduct of Licensor or Licensor's employees and agents, or incurred as a result of environmental contamination through no fault of Trimble.

14. Severability. If any one or more of the provisions of this License shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, illegal or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this License and shall in no way affect the validity of the remaining provisions of this License. No waiver by any party hereto of a breach of any provision of this License shall constitute a waiver of any preceding or succeeding breach of the same or any other provision of this License.

15. Transfer; Relocation of Equipment. Should Licensor exercise its right to require relocation of the Equipment on the Site, Licensor agrees to provide Trimble with no less than thirty (30) days advance written notice thereof. In the event of a required relocation Trimble shall have the option of terminating this License upon no less than forty-five (45) days written notice, provided that Trimble shall have given Licensor written notice of its intent to exercise its

option to terminate and the date of such termination within thirty (30) days of receipt of Licensor’s relocation notice.

16. Entire Agreement; Amendments. This License, together with the schedule(s) hereto, constitute the entire understanding and agreement of the parties with respect to its subject matter; and there are no warranties, obligations, promises or agreements between the parties except those found in this agreement; and any and all prior agreements, understandings or representations with respect to its subject matter, whether written or oral, are hereby canceled in their entirety and are of no further force or effect. Any amendments to this License must be in writing and executed and delivered by both parties.

17. Survival. The expiration or termination of the License Period does not affect the enforceability of any outstanding obligation under this License.

18. Additional Terms. Additional Agreement terms, if any, are as set forth in Schedule 2 attached hereto.

Licensor:	Trimble:
Clark County	Trimble Navigation Limited
By:	By:
_____	_____
Print Name: <u>Heath H. Henderson, PE</u>	Print Name: _____
Title: <u>Public Works Director/County Engr.</u>	Title: _____
Date: _____	Date: _____

SCHEDULE 1

LOCATION OF SITE

The site is located at the Washougal Public Works Maintenance Shed, 1650 - 18th Street, Washougal, WA 98671.



SCHEDULE 2

ADDITIONAL TERMS

Trimble and Licensor hereby agree to the following additional Agreement terms:

1. Any site access required for installation, maintenance, repair, or removal of equipment by Trimble or its representative shall be pre-arranged and pre-approved by the Clark County Surveyor, Public Works, Facilities Maintenance, and/or Information Technology (IT) personnel as appropriate.
2. The installation will be performed in conjunction with Clark County Facilities Maintenance and IT folks. Maintenance staff will oversee and approve all phases of the work as for the physical installation on the building roof, and wiring into the building. IT will approve the internet connection and security.

Licensors' Access Contacts:

During Business Hours

After Business Hours

Name: Ken Paul, County Surveyor

Name: Ken Paul or his designee

Phone: 360-397-6118, ext. 5130

Phone: 360-397-2446 (Operations/ forwards to after
hours answering service)

Cell/PCS: 360-600-2215

Cell/PCS: 360-600-2215

Pager: n/a

Pager: n/a

Licensors' initials: _____

Trimble's initials: _____

GNSS REFERENCE STATION FACILITY SITE LICENSE AGREEMENT

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- (ii) the right to install the Equipment on, under or over the Site and to execute works on the Site reasonably required in connection with the installation, assembly, operation, maintenance, adjustment, alteration, repair, replacement, renewal, inspection, upgrading or removal of the Equipment, and to retain and use such Equipment;
- (iii) the right for Trimble or its authorized employees or contractors of access across the Property to and from the Site during normal working hours and at other times that are mutually convenient for all proper purposes including for the installation, assembly, operation, maintenance, adjustment, alteration, repair, replacement, renewal, inspection, upgrading or removal of the Equipment. All access by Trimble, its authorized employees, will require the presence of a designated Clark County Employee;
- (iv) the right to connect into and use for the purposes permitted by this License any conducting media and all ancillary equipment on the Property which serve or will come to serve the Site; [and]
- (v) The right to install and to connect retain and use an antenna cable from the antenna situated on the roof of the building on the Property to the Equipment.
- (vi) Installation, repair of external equipment mounted on Clark County structures, and removal activities listed in section (ii) above shall only be performed under approval from, and direct supervision of, Clark County Facilities Maintenance, or their designee, for compliance with applicable building codes, and quality assurance. Prior to installation, modification, or removal of equipment that requires modification of any Clark County structure, detailed plans shall be submitted by Trimble to Clark County Facilities Maintenance for approval. All other access requirements, including but not limited to, software/firmware upgrades, hardware replacement, etc., will require approval from the Clark County Surveyor or his designee. The County Surveyor's Office shall be the Primary contact for all above activities.

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7. Trimble Indemnity. Trimble shall indemnify Licensor against any and all claims, liabilities, judgments, costs, damages, and expenses, arising out of a breach by Trimble of Trimble's obligations in this License or Trimble's installation and use of the Equipment except to the extent that such claim, liability, judgment, cost, damage, or expense arises from the negligence or willful misconduct or fraud of Licensor, its employees, or representatives; provided that Licensor shall not compromise or settle such claims, costs, proceedings or demands without the prior written consent of Trimble and shall permit Trimble to defend and settle the same in the name of Licensor at Trimble's expense, should Trimble so elect.

8. Utilities. The Licensor will permit Trimble to have access to and to use the electricity supplied to the Property through plug sockets at the Property and Site and shall ensure that it makes prompt payment to the relevant suppliers for all such electricity supplies so as to ensure so far as it is able the uninterrupted supply of electricity to the Equipment. Trimble shall be entitled to install any additional utilities and services required for the Equipment which Trimble considers are required. Licensor shall provide Trimble, at Trimble's cost, with such reasonable assistance as is necessary to enable Trimble to arrange for such utilities, equipment and services to be connected and supplied including allowing Trimble or any utilities providers access to and across the Property.

9. Installation, Operation and Removal of Equipment. Trimble will install the Equipment on the Site and will be responsible for making good any damage to the Site caused by Trimble's personnel, authorized contractors or their equipment. The Equipment is and shall remain the property of Trimble and Licensor shall not have a lien thereon or encumber or charge or otherwise deal with it. Upon the expiration or earlier termination of this License, Trimble shall, at Trimble's sole cost and expense, remove the Equipment and return the Site to substantially the condition existing on the Effective Date, normal wear and tear excepted, or at Trimble's election leave it in its improved condition, as reasonably appropriate under the circumstances.

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11. Notices. Any notice or demand required to be given herein shall be made in writing and sent by courier UPS, Fedex or DHL (providing for proof of service) to the address of the respective parties set forth below and shall be considered effective on the date that it is delivered.

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Attn: Ken Paul, County Surveyor
P.O. Box 9810
Vancouver, WA 98666-9810

360-397-6118, ext. 5130

Licensee:
Trimble Navigation Limited
Attn: Facilities Director/
Contracts Administration
935 Stewart Drive
Sunnyvale, CA 94085

408-481-8000
1-877-552-6996

Either party may change its address by giving the other notice of a new address in accordance

with the terms of this Section 11. All payments to Licensor required hereunder shall be sent to the address specified for Licensor above.

12. Applicable Law. This License and any matters arising from it shall in all respects be governed by and construed in accordance with the laws of the State in which the Property is located without regard to its conflicts of laws principles.

13. Licensor's obligations and warranties. Licensor obliges and warrants:

- (i) that Licensor is the freehold owner of the Property and the Site or that Licensor holds a leasehold estate in the same under which Licensor has the right to enter into this License of the Site for their intended purposes hereunder without the need to obtain the consent of any third party to the entering into of such License (or that if such consent is needed the same has been obtained);
- (ii) that uninterrupted and sufficient supply of electricity exists in the Property and the Site for Trimble to use and to have access as agreed in this License, and that a DSL or other broadband connection exists thereon, and that the Licensor will use all reasonable efforts to ensure uninterrupted supply and connection of the same;
- (iii) that the person signing this License has the full authority to execute it as or on behalf of Licensor;
- (iv) not to move, disconnect or otherwise tamper with the Equipment and to make reasonable efforts to prevent non-authorized persons from doing so and not to knowingly do or cause or permit to be done on the Property anything which causes damage to or destruction of the Equipment or materially interferes with the exercise of the Rights including building over or otherwise obstructing the cabling such that access to the same is restricted; and
- (vi) to indemnify, defend and hold Trimble, its officers, directors and employees harmless from and against any and all claims, liabilities and judgments (including legal fees), arising out of or related to Licensor's breach of the foregoing covenants, the negligence or willful misconduct of Licensor or Licensor's employees and agents, or incurred as a result of environmental contamination through no fault of Trimble.

14. Severability. If any one or more of the provisions of this License shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, illegal or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this License and shall in no way affect the validity of the remaining provisions of this License. No waiver by any party hereto of a breach of any provision of this License shall constitute a waiver of any preceding or succeeding breach of the same or any other provision of this License.

15. Transfer; Relocation of Equipment. Should Licensor exercise its right to require relocation of the Equipment on the Site, Licensor agrees to provide Trimble with no less than thirty (30) days advance written notice thereof. In the event of a required relocation Trimble shall have the option of terminating this License upon no less than forty-five (45) days written notice, provided that Trimble shall have given Licensor written notice of its intent to exercise its

option to terminate and the date of such termination within thirty (30) days of receipt of Licensor's relocation notice.

16. Entire Agreement; Amendments. This License, together with the schedule(s) hereto, constitute the entire understanding and agreement of the parties with respect to its subject matter; and there are no warranties, obligations, promises or agreements between the parties except those found in this agreement; and any and all prior agreements, understandings or representations with respect to its subject matter, whether written or oral, are hereby canceled in their entirety and are of no further force or effect. Any amendments to this License must be in writing and executed and delivered by both parties.

17. Survival. The expiration or termination of the License Period does not affect the enforceability of any outstanding obligation under this License.

18. Additional Terms. Additional Agreement terms, if any, are as set forth in Schedule 2 attached hereto.

Licensor:

Trimble:

[Name]

Trimble Navigation Limited

By:

By:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

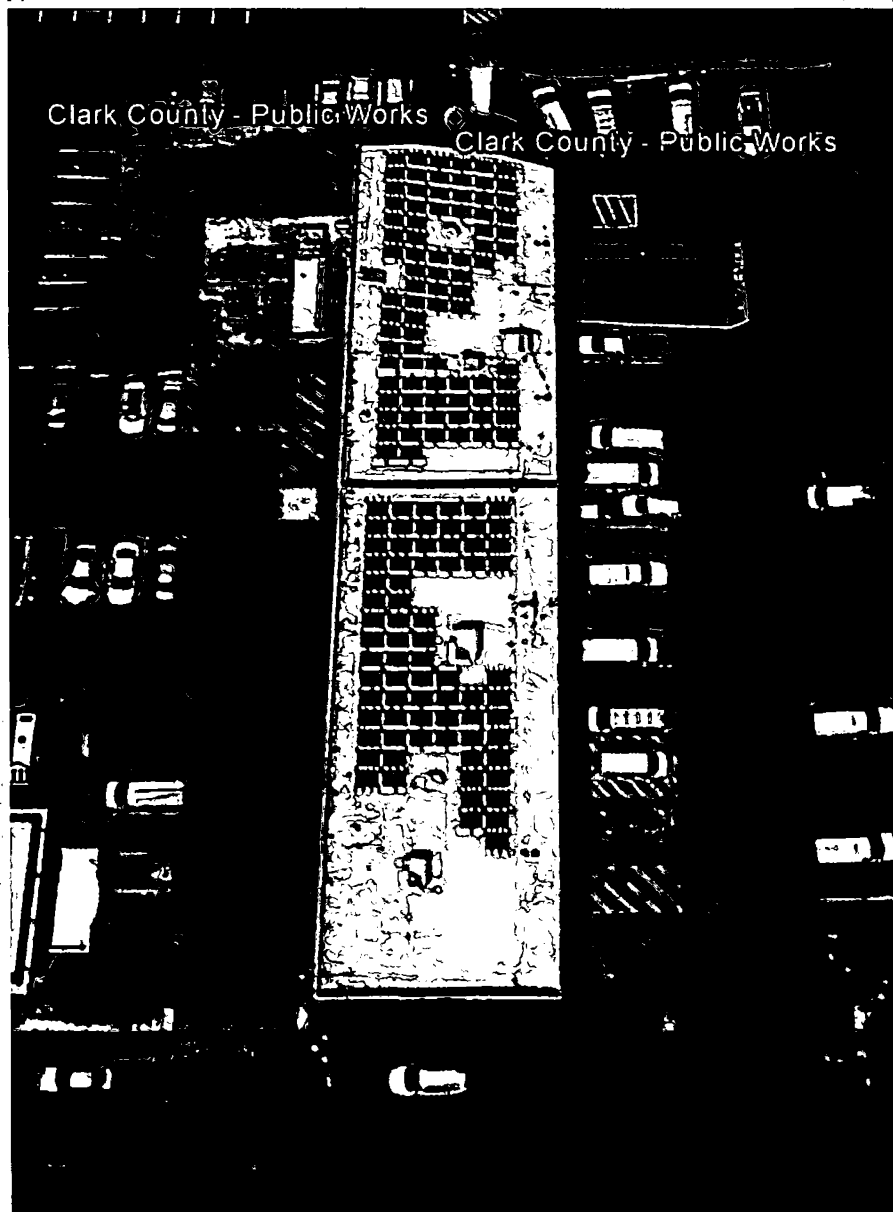
Date: _____

Date: _____

SCHEDULE 1

LOCATION OF SITE

This site is located at 1300 Franklin Street, Building 816, Vancouver, WA 98660.



SCHEDULE 2

ADDITIONAL TERMS

Trimble and Licensor hereby agree to the following additional Agreement terms:

1. Any site access required for installation, maintenance, repair, or removal of equipment by Trimble or its representative shall be pre-arranged and pre-approved by the Clark County Surveyor, Public Works, Facilities Maintenance, and/or Information Technology (IT) personnel as appropriate.
2. The installation will be performed in conjunction with Clark County Facilities Maintenance and IT folks. Maintenance staff will oversee and approve all phases of the work as for the physical installation on the building roof, and wiring into the building. IT will approve the internet connection and security.

Licensors' Access Contacts:

During Business Hours

After Business Hours

Name: Ken Paul, County Surveyor

Name: Ken Paul or his designee

Phone: 360-397-6118, ext. 5130

Phone: 360-397-2446 (Operations/forwards to an after-hours answering service.)

Cell/PCS: 360-600-2215

Cell/PCS: 360-600-2215

Pager: n/a

Pager: n/a

Licensors' initials: _____

Trimble's initials: _____