

LETTER OF UNDERSTANDING

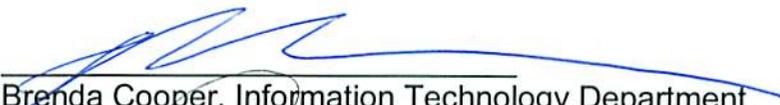
The purpose of this Letter of Understanding is to confirm the understanding of the City of Bellevue (Bellevue) and the City of Kirkland (Kirkland) with respect to Bellevue's Geographic Information System (GIS) Services. The scope of the agreement is as follows:

- **ANY DATA PROVIDED IS ON AN "AS IS" BASIS, AND THE CITY OF KIRKLAND'S USE IS AT ITS OWN RISK. BELLEVUE DOES NOT WARRANT THAT THE DATA PROVIDED HEREUNDER WILL BE ERROR-FREE. BELLEVUE DOES NOT MAKE, AND HERBY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AN FITNESS FOR A PARTICULAR PURPOSE.**
- **Neither party shall be liable to the other for any damages or any third party for lost profits, lost data, consequential, special, incidental, or punitive damages howsoever arising out of or related to this Agreement regardless of the basis of the claim.**
- Each party (the "Indemnifying Party") agrees to indemnify, defend and forever hold harmless the other, and any of its parent and affiliated companies, and the present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents of an of these, and their successors, heirs and assigns (each, an "Indemnified Party") from and against any and all losses, liabilities, claims, costs, damages and expenses (including reasonable attorneys' fees, disbursements and administrative or court costs) that (i) arise directly or indirectly out of any breach or alleged breach of its representations and warranties under this Agreement, or (ii) are the result of its willful misconduct. The indemnified Party shall promptly provide the Indemnifying Party with written notice of any claim which it believes falls within the scope of this paragraph and shall cooperate with Indemnifying Party in the investigation and defense of the same. The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that the Indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and that any settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's written consent, which shall not be unreasonably withheld.
- Bellevue and Kirkland agree to share the cost of the 2007 orthophotography project as follows:
 - The shared overlap area consists of 98 frames. Flying, scanning, and aerial triangulation for those frames will be provided by

Mapcon/OSI Geospatial and will cost \$8756. Kirkland and Bellevue will split the cost evenly.

- o Bellevue will pay the vendor for the entirety of the overlap area and Kirkland agrees to pay Bellevue \$4378 for its share of the project.
- o Kirkland will work directly with the vendor to coordinate delivery of orthophoto products to Kirkland.

Agreed to this 16 day of May, 2007.



Brenda Cooper, Information Technology Department
City of Kirkland



Rick Berman, Assistant IT Director
City of Bellevue