



## INTERLOCAL AGREEMENT

### FOR INCORPORATION OF NORTHSHORE UTILITY DISTRICT'S DIGITAL AERIAL PHOTOGRAPHY INTO THE CITY OF KIRKLAND'S 2005 GIS DIGITAL ORTHOPHOTO PROJECT

The City of Kirkland (hereinafter the "City") and the Northshore Utility District (hereinafter the "District"), both municipal corporations, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) do hereby agree as follows:

#### 1. PURPOSE

The purpose of this Agreement is to provide for the digital aerial photography of the District's service area (the "Service area") that will be done in conjunction with the City's 2005 digital orthophoto project (hereinafter "the Project"). The parties have determined that it is in their mutual best interest to coordinate the digital photography of both parties in the Project due to the significant overlap of their respective boundaries.

#### 2. THE PROJECT

The parties hereby agree that the City's RFP and selection process will be used and fully administered by the City. The Project will be performed in accordance with the City's specifications as amended by the District.

#### 3. PROJECT COSTS

The District will be responsible for their proportionate share of the costs associated with the Service area. For purposes of this interlocal agreement, the District's share is \$24,000 as outlined in Exhibit A to this interlocal.

#### 4. THE PROCEDURE

##### a. Responsibilities

The District shall be responsible for the development of design criteria and standards to be applied in the Service area. The City shall incorporate the District's specifications, design criteria and schedule of items into the RFP in such a manner as to allow for the identification of costs for the Service area, and shall track all City staff/consultant time related to the incorporation of the District's components. The City shall be solely responsible for the RFP and contractor selection process.

##### b. Contractor Selection

The City shall select the lowest responsible bid for the Project based on the RFP criteria. The City shall enter into a contract, in the City's name only, with the successful contractor (the "Contractor") to complete the Project. The City shall administer the 2005 Orthophoto contract ("the Contract"). The District will be invited to attend any pre-construction or progress meetings and assist the City in the administration of the Contract by agreeing to review and return, with comments, all work products for the Project within seven (7) days of the date of receipt by the District.

##### c. City as Contracting Agency

The City shall serve as the contracting agency during performance of the work for the parties and shall generally manage and oversee the development of the District's orthophotography in association with the Project. The District will be responsible for costs of producing products for their Service area.

##### d. Change Orders

The City may approve changes in those parts of the Contract providing for products in the Service area, provided that if any change order would change the nature of the work or would cause that

portion of the contract price attributable to such adjustment work to increase by more than \$1,000.00 or cumulatively more than two percent (2%) of the original contract amount attributable to the Service area, the District's prior consent to the change orders shall be obtained, which consent shall not be unreasonably withheld. In the event that consent is unreasonably withheld, the District will be held responsible for all liability incurred by the City resulting from such withholding of consent. The City shall immediately provide the District with copies of all requests for change orders and executed change orders associated with the District's portion of the contract regardless of the dollar amount of the change order.

e. Payment Procedure

The City shall provide the District with monthly progress billings for that portion of the Project attributable to the Service area. The District shall pay the City for the cost of the District's component of the work, as provided in the contract bid (as adjusted by change order), based upon agreed upon progress, within forty five (45) days of receipt of each billing.

f. Payments to Contractor

The City shall make all disbursements to Contractor.

g. Final Acceptance

That portion of the Contractor's work related to the Service area shall not be given final acceptance until it is approved in writing by the City and the District. Neither party shall unreasonably withhold approval for final acceptance. The work product of the Service area shall become the property of the District upon final acceptance. The City agrees to assign all warranties related to the Service area to the District.

h. Staff Time, Costs, and Incidental Expenses

At all times material hereto, the parties shall separately bear their own staff time, engineering costs, and incidental expenses.

Should any claims arise related to the District's portion of the Project, the City shall handle and administer such claims in the same manner as it would handle any other claims on the Project. The City shall immediately notify the District and keep it informed as to the progress of the claim. The District will provide guidance to the City regarding proposed terms of settlement. Any decision regarding the settlement or prosecution of a claim shall be approved by the District prior to being finalized. If the District and the city cannot agree as to the prosecution or settlement of a claim, the District may prosecute or defend the claim and the City will assign such claims to the District. The District agrees to pay all costs of prosecution or defense if assigned such claims and defend, indemnify and hold harmless the City from all damages the City suffers from the District's prosecution or defense of the claim.

i. District Inspections

The City will allow the District to inspect work product related to the Service area work at reasonable times. To accomplish this, the City will provide the District with copies of the Contractor's work product and any revisions thereto, and advise the District 24 hours prior to the need for such inspection. The District agrees to provide such inspection in a timely manner to minimize delay to the Contractor and City.

#### 4. INDEMNIFICATION AND INSURANCE

- a. The City shall require Contractor to indemnify, defend, and save harmless the District and its Commissioners, officers, agents, or employees from any claim, real or imaginary, filed against the District or its officers, agents, or employees alleging damage or injury arising out of the Contractor's participation in the Project.

5. NOTICES AND OTHER COMMUNICATIONS

All notices and other formal communications to be delivered under this Agreement shall be mailed or delivered to the following:

City of Kirkland  
Daryl Grigsby, Public Works Director  
or his designee  
123 Fifth Avenue  
Kirkland, Washington 98033-6189

Northshore Utility District  
Dave Kaiser, Engineering Manager  
or his designee  
P.O. Box 489  
Kenmore, Washington 98028 - 0489

Provided, however, the parties may change their respective designation of representatives by written notification to one another.

6. INTEGRATION AND MODIFICATION

This Agreement constitutes the final and completely integrated agreement between the parties concerning its subject matter and it may be signed in counterparts without affecting the validity of this provision. No modification of this agreement or this section is valid unless in writing and signed by both parties.

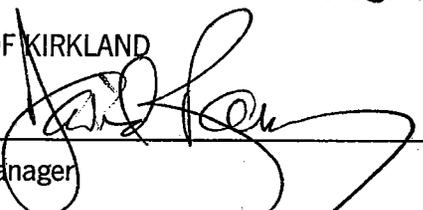
7. ASSIGNMENT

Neither party to this Agreement shall transfer or assign any right or obligation hereunder without the prior written consent of the other party.

The date of this Agreement is \_\_\_\_\_, 2006.

Execution of this Agreement by the undersigned representatives of each party has been authorized by the City of Kirkland at its July 5, 2006, meeting and by ~~Resolution No. \_\_\_\_\_~~ of the Board of Commissioners of the Northshore Utility District. *at its February 7, 2005, meeting.*

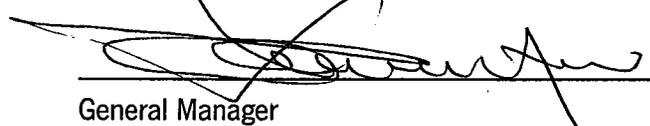
CITY OF KIRKLAND

  
\_\_\_\_\_  
City Manager

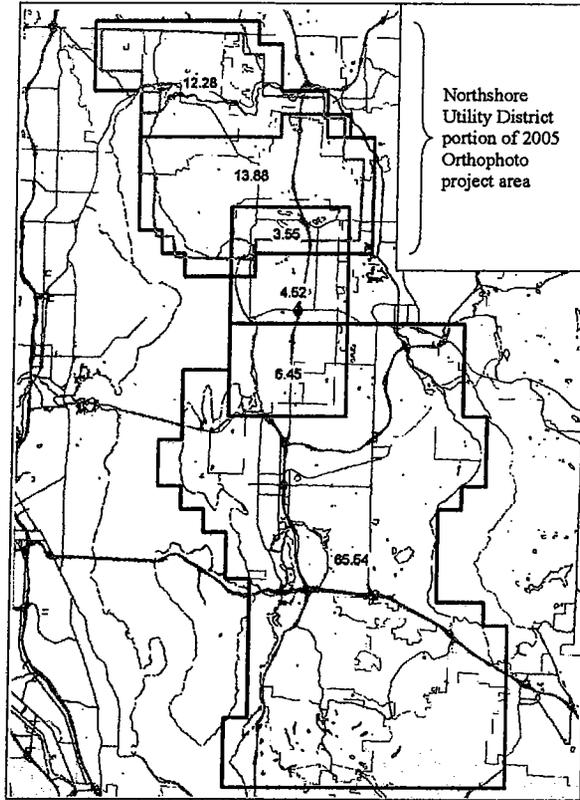
Approved as to form:

  
\_\_\_\_\_  
City Attorney

NORTHSHORE UTILITY DISTRICT

  
\_\_\_\_\_  
General Manager

## Exhibit A – 2005 Project Map and Cost Breakdown



Task	Proposed Fee	Area	1 (NUD)	2 (NUD/FD/COK)	3 (NUD/COK)	4 (COK)	5 (COK)	Total
		%	0.3017	0.3412	0.0873	0.1111	0.1587	1.0000
A. Project Management	n.a.		n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
B. Project Startup	176.32		53.20	60.16	15.39	19.59	27.98	176.32
C. Scanning	1,616.85		487.80	551.67	141.15	179.63	256.59	1,616.85
D. AAT	5,712.75		1,723.54	1,949.19	498.72	634.69	906.61	5,712.75
E-1 DTM - ortho only (Note 1)	5,400.00		2,532.60	2,867.40	n.a.	n.a.	n.a.	5,400.00
E-2 DTM - 2' C.I (Note 2)	6,279.75		n.a.	n.a.	n.a.	6,279.75	n.a.	6,279.75
F. Planimetric Compilation	deleted 2/14/06		n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
G. Orthophotography	14,105.55		4,255.64	4,812.81	1,231.41	1,567.13	2,238.55	14,105.55
H. Project Closeout	176.32		53.20	60.16	15.39	19.59	27.98	176.32
<b>Sub-total</b>	<b>33,467.54</b>		<b>9,105.98</b>	<b>10,301.39</b>	<b>1,902.07</b>	<b>8,700.37</b>	<b>3,457.72</b>	<b>33,467.54</b>
Aerial Photography (GPS Survey, Inc.)	16,785.00		5,064.03	5,727.04	1,465.33	1,864.81	2,663.78	16,785.00
Management Consultant	6,000.00		1,810.20	2,047.20	523.80	666.60	952.20	6,000.00
<b>Sub-total</b>	<b>22,785.00</b>		<b>6,874.23</b>	<b>7,774.24</b>	<b>1,989.13</b>	<b>2,531.41</b>	<b>3,615.98</b>	<b>22,785.00</b>
<b>Total charges per area</b>	<b>56,252.54</b>		<b>15,980.21</b>	<b>18,075.64</b>	<b>3,891.20</b>	<b>11,231.79</b>	<b>7,073.70</b>	<b>56,252.54</b>
<b>Share Allocation</b>								
Kirkland				6,025.21	1,945.60	11,231.79	7,073.70	26,276.30
NUD			15,980.21	6,025.21	1,945.60			23,951.03
Fire District 41				6,025.21				6,025.21
<b>Total</b>			<b>15,980.21</b>	<b>18,075.64</b>	<b>3,891.20</b>	<b>11,231.79</b>	<b>7,073.70</b>	<b>56,252.54</b>

Note 1: Ortho-only updates apply to Areas 1 and 2 only. DSA fee (\$5400) is split proportionately 46.9% Area 1 and 53.1% Area 2

Note 2: 2' C.I updates is City of Kirkland; DSA fee (\$6279.75) is loaded to Area 4 and not allocated to other partners