2012 Regional Aerial Mapping Funding Agreement

This Funding Agreement (Agreement) is entered into by and among: the City of Algona, the City of Auburn, the City of Bainbridge Island, the Bainbridge Island Fire Department, the Bainbridge Island Land Trust, the Bainbridge Island Metro Park and Recreation District, the City of Bellevue, the City of Bothell, the City of Bremerton, the City of Burien, the City of Clyde Hill, the City of Covington, the Covington Water District, the City of Des Moines, the City of Enumclaw, the City of Federal Way, the City of Issaquah, the King County Water District 125, the City of Kenmore, the County of King, the City of Kirkland, the County of Kitsap, the Kitsap Public Utility District, the Lakehaven Utility District, the City of Lynnwood, the City of Maple Valley, the City of Medina, the City of Mercer Island, the Midway Sewer District, the Muckleshoot Tribe, the City of Newcastle, the City of Normandy Park, the North Kitsap Fire and Rescue, the City of Pacific, the Port of Seattle, the City of Poulsbo, , the City of Redmond, the City of Renton, the City of Sammamish, the City of SeaTac, the City of Seattle, the City of Shoreline, the S'Klallam Tribe, the City of Snoqualmie, the Suquamish Tribe, the City of Tukwila, the United States Geological Survey, the Valley View Sewer District, the West Sound Utility District, the City of Woodinville, the Town of Yarrow Point, and other counties, cities and governmental service agencies that later join (hereinafter "Party" or Parties").

RECITALS

WHEREAS, the Parties to this Agreement consist of a consortium of local governmental entities, including counties, cities, and governmental services agencies; and

WHEREAS, this funding agreement is authorized by chapter 39.34 RCW, the Interlocal Cooperation Act, which allows local governmental entities to make efficient use of their resources by cooperating with each other on a basis of mutual advantage to meet the needs of local communities; and

WHEREAS, the purpose of this Agreement is to permit the Parties to cooperate on the funding of a 2012 Regional Aerial Mapping Project (Project); and

WHEREAS, the Project will utilize vendor services for the production of orthoimagery and related aerial mapping, and include a structure for funding, governance, technical and administrative management, and quality control/quality assurance (QC/QA) of deliverables from the selected vendor (Vendor); and

WHEREAS, agencies throughout the Pacific Northwest region regularly engage in joint operations and provide mutual assistance through effective interagency cooperation. Jointly funding the Project will optimize the agencies' powers and resources, and ensure a standardized product for all participants; and

WHEREAS, this Agreement will provide substantial benefit to the citizens of the participating governmental agencies;

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

I. PROJECT DESCRIPTION

All Project details, technical specifications, and deliverable descriptions will appear in the Statement of Work (SOW) to be developed for inclusion in the Invitation to Bid (ITB). Bid submittals will be reviewed, including reference checks. Any bid failing to meet all requirements of the SOW will be rejected. All other bids will be considered accepted and will be ranked based on price. The lowest priced, accepted bid that fully meets all requirements of the SOW will constitute the contract between King County (as representative of the signatories of this Agreement), and the Vendor. The primary Project goal (Standard Deliverables) is 3-inch, 6-inch, and 12-inch resolution orthoimagery, both natural color and near infrared, as well as stereo models, and supporting data. Project costs are shared where Areas of Interest (AOIs) overlap, in turn reducing each Party's financial commitment. A secondary Project goal (Supplemental Deliverables) is ancillary datasets such as transportation impervious, structure rooflines, other impervious surfaces, and detailed contours derived from the Standard Deliverables. These costs will be paid solely by those Parties providing an AOI for these products, discounted for any savings from overlap among the AOIs.

II. PROJECT MANAGER

1. King County shall appoint a King County Project Manager (PM) to manage the Vendor contract on a day-to-day basis. The PM shall report to and make recommendations to the Project Steering Committee (PSC) on the matters described in Section III.2 below, and shall be readily accessible via phone and e-mail by all Parties. The PM shall remain an employee of King County at all times, and King County shall retain the right and duty to supervise the PM at all times. King County will assume all personnel costs associated with project management for the Project.

2. The duties of the PM shall include:
    a. Form subcommittees and workgroups as needed by the Project, and as directed by the PSC, including a Technical Work Group (TWG).
    b. In consultation with the TWG, work with, as necessary and as available, supplemental personnel resources as described in Section V.
    c. Prepare a cost-allocation model for review and acceptance by the PSC. Upon acceptance, populate the model with required data to provide each Party with accurate cost estimates, and a final cost once a bid has been accepted.

d. Coordinate with King County Procurement to incorporate the SOW into an ITB; advertise the ITB; address any bid addendums; and evaluate, rank, and summarize bid submittals for review by the TWG and the PSC.
e. Prepare written justification for all bids that are rejected.
f. Manage the Vendor contract on a day-to-day basis and provide direction and guidance to the Vendor as requested by the PSC.
g. Report to the PSC and the TWG frequently on the Vendor's progress.
h. Account for delivery of all Standard and Supplemental Deliverables, including a defined, but limited, quality check, and coordinate the more detailed QC/QA reviews to be performed by the TWG.
i. Submit Vendor change order requests to the TWG and the PSC for evaluation and determination of response.
j. Submit Vendor invoices to the PSC and direct payment of such invoices by the Fiscal Agent upon approval of the invoice by the PSC.

3. The PM will provide staff support for and participate in PSC meetings, but shall not be a voting member of the PSC.

III. PROJECT STEERING COMMITTEE

1. A Project Steering Committee (PSC) shall be formed and shall consist of one voting representative from each Party that is a signatory to this Agreement. The TWG will provide one voting representative to the PSC. The PM, as a non-voting member of the PSC, will provide coordination among the PSC, the TWG, and the Vendor. The King County GIS Manager, as the King County representative, will serve as the Chair of the PSC.

2. The PSC shall direct the PM on all substantive decisions concerning the work and shall review and take final action on the following specific items:
   a. Approve the Project methodology and calculations for cost allocation developed by the PM.
   b. Approve the SOW jointly developed by the TWG and the PM prior to issuance of the ITB. The SOW will include a schedule for completion of the entire Project.
   c. Review and approve joint recommendations by the PM and the TWG on the lowest-cost bid submittal that meets all requirements of the SOW.
   d. Determine a contingency percentage to be applied to the cost allocation model in addition to the Vendor contract price as set forth in Section VII.2.
   e. Receive reports from the PM for management of the Vendor contract and deliverables.
   f. Approve the Quality Control/Quality Assurance (QC/QA) Plan developed jointly by the PM and the TWG. Review and approve

QC/QA results developed and submitted jointly by the PM and the TWG, including rejected deliverables and a timeline for redelivery.

g. Evaluate and provide direction to the PM regarding change order requests whether initiated by the Vendor or by a member or members of the PSC.
h. Authorize Vendor payments as submitted by the PM.
i. Develop administrative policies necessary for proper functioning of the PSC, and provide direction for the TWG and other ad hoc groups as may be necessary.

3. Each representative of the PSC may appoint an alternate representative who shall be empowered to act on behalf of the primary representative.

4. The PSC will make decisions by consensus. However, if consensus cannot be reached, any PSC member may call for a vote. Matters must be approved either by a simple majority of all members present at a meeting, or if the matter is proposed by email in accordance with Section III.5, by a simple majority of the PSC members.

5. Meetings of the PSC shall be held on an as-needed basis. Meetings may be scheduled at the request of the Chair of the PSC, the PM, or by a majority of the PSC members. The Chair shall be responsible for the logistics of scheduling PSC meetings. Attendance may be in person or via teleconferencing. When required, voting by email will be acceptable.

IV. TECHNICAL WORK GROUP

1. The responsibilities of the Technical Work Group (TWG) shall include:
   a. Create a SOW for the Project and submit the SOW to the PSC for its approval.
   b. Review bid(s) ranked by the PM and provide a recommendation to the PSC on ranked bid(s), if any.
   c. Perform necessary QC/QA for Project deliverables and report results to the PM for communication to the Vendor.
   d. Execute any other tasks as may be required by the PSC.

2. The TWG will provide one voting representative to the PSC.

3. The TWG shall consist of one voting representative from each Party that is a signatory to this Agreement. A Party's PSC representative may also represent the Party on the TWG.

4. The TWG will make decisions by consensus. However, if consensus cannot be reached, any TWG member may call for a vote. Matters must be approved either by a simple majority of all members present at a meeting, or if the

matter is proposed by email in accordance with Section IV.5, by a simple majority of the TWG members.

5. Meetings of the TWG shall be held on an as-needed basis. Meetings may be scheduled at the request of the chair of the PSC, the PM, or by a majority of the TWG members. The PM shall be responsible for the logistics of scheduling TWG meetings. Attendance may be in person or via teleconferencing. When required, voting by email will be acceptable.

V. SUPPLEMENTAL RESOURCES

1. The PM, in consultation with the TWG, may work with, as necessary and as available, supplemental resources with demonstrated technical expertise related to the project. Contemplated supplemental resources include a registered photogrammetrist (or equivalent expertise); and supplemental project management with proven production and regional project experience.

2. Supplemental resources, when provided, will be beneficial to the project participants. All project costs associated with a registered photogrammetrist (or equivalent expertise) shall be borne by King County; and all supplemental project management costs shall be borne by the Party providing the support.

VI. FISCAL AGENT

1. King County, acting as fiscal agent for the Project, shall:
    a. Enter into a Vendor contract.
    b. Validate the cost for each Party.
    c. Invoice each Party in accordance with this Agreement.
    d. Maintain Project funds in the King County Imagery Reserve, a separate, non-interest-bearing fund managed by King County GIS Fund 5481, to be disbursed as provided in this Agreement.
    e. Pay Vendor invoices approved by the PSC.
    f. Refund excess funds, if necessary.

2. King County shall perform and maintain an accounting of payments received from all Parties including: billings received from the Vendor, payments made to the Vendor, and unspent funds. King County shall provide a statement of this accounting to all Parties in email or writing quarterly or upon written (including e-mail) request.

3. Upon receipt of a notice of any record keeping dispute, King County shall notify all Parties and meet jointly with all interested PSC members within two (2) weeks to resolve any record keeping dispute.

VII. CONTRIBUTIONS BY PARTIES

1. By executing Counterparts, Section XIX of this Agreement, each Party agrees to pay its required monetary contribution, as stated on the signature page, for all Standard and Supplemental Deliverables for its AOI.

2. The actual contribution for each Party (exclusive of grant funds) shall be calculated once the Vendor contract price is set, using the cost allocation model set forth below, which will include a contingency percentage to be determined by the PSC. Cost allocation model for Standard Deliverables (imagery and supporting data): Each Party's funding commitment will be factored as the cost per full 3000-ft x 3000-ft tile (Tile) that intersects its AOI, discounting for significant areas of water. For Tiles where AOIs overlap, the cost will be prorated equally among the affected Parties. Cost allocation model for Supplemental Deliverables: Each Party's commitment will be factored as the deliverable unit cost times the area of the Party's AOI for that deliverable. Where AOIs overlap for the same deliverable, the cost will be prorated equally among the affected Parties. It is the sole responsibility of any affected Party to define the SOW requirements for its Supplemental Deliverables and to pay full costs, if not prorated with another Party.

3. By signing this Agreement, each Party commits to paying its full contribution to the King County Imagery Reserve Fund by 4 p.m., January 31, 2012. Any qualifications to this commitment will be stated in Counterparts, Section XIX, for that Party. An invoice will be generated for each Party.

4. All payments to the King County Imagery Reserve Fund shall be made by check payable to King County Finance, and sent to King County GIS, 201 S Jackson St, Suite 706, Seattle, WA 98104, Attn: Katy Cressey.

5. By signing this Agreement each Party is committing to license the primary Standard Deliverables (orthoimagery and supporting data) for its AOI resulting from this Project. Default licensing terms will apply unless Party-specific licensing terms are included in the SOW. Each Party requiring licensing language different than the default will provide such language for inclusion in the SOW. In contrast, Supplemental Deliverables will be purchased (owned outright) by each Party committing to this Agreement.

6. Except for a contingency amount, as determined by the PSC, King County shall not collect funds in excess of the Vendor contract price unless the contract price has been amended with a PSC-approved change order. All funds collected by King County shall be used solely to pay the Vendor for work completed under the Vendor contract. King County shall not collect, receive or retain any of these funds for project management, administrative fees, or other actions it performs under this Agreement. Should there be an excess of funds, King County will refund any excess if greater than $10, and if

the affected Party specifically requests the refund. Any excess not refunded shall remain in the Imagery Reserve Fund for use in subsequent regional imagery acquisitions, until this Agreement (or as amended) expires, at which time all remaining funds will be refunded to the affected Parties.

7. If a Party's contribution is made up in whole or in part of grant funds, the Party agrees to provide King County with a copy of the contract between itself and the grant funding agency in order to assist King County and the PSC in complying with the requirements of any such grant. The grant contract shall be provided as soon as possible after committing to this Agreement, and no later than when the Party deposits its funds with King County.

8. In addition to the fiscal commitment for funding the Standard Deliverables and optional Supplemental Deliverables, Parties may, but are not required to, contribute as follows:
    a. Participate as a member or alternate to the PSC.
    b. Participate as a member of the TWG or other committee. This may include assisting in establishing ground control, developing specifications for Supplemental Deliverables required by the Party, and developing QC/QA procedures for Standard and Supplemental Deliverables required by the Party.
    c. Perform all detailed QC/QA of Standard and Supplemental Deliverables (if any) for its AOI using a TWG-defined plan and schedule. (The PM will perform limited, baseline assessment of the Standard Deliverables only).

VIII. ADDITION OF PARTIES

1. An entity may be added to this Agreement as long as the entity signs this Agreement by 4 p.m. December 2, 2011, or by 4 p.m. on the fourteenth (14th) day after the PSC selects a winning bidder, if after December 2nd, 2011.

2. A Party added to this Agreement shall make full payment to the King County Imagery Reserve Fund by 4 p.m. February 29, 2012. A Party may contribute its share from its budget for either FY 2011 or FY 2012.

3. Any entity who wishes to participate in the Agreement after the date established in VIII.1 may become a Party by contributing the required funds to the King County Image Reserve Fund. This contribution will be the full cost (not prorated if shared by other Parties) of a Tile, if a Standard Deliverable, or the applied unit cost, if a Supplemental Deliverable. Any funds due to a Party, whose cost would have otherwise been prorated due to the additional Party, will be managed per Section VII.6.

IX. INDEPENDENT CONTRACTOR

The services provided by King County under this Agreement are those of an independent contractor. Employees of King County are and will remain employees of King County. Employees of the other Parties are and will remain employees of their respective Parties. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.

X. INDEMNIFICATION

Each Party shall defend, protect and hold harmless the other Parties from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that Party's employees, agents and/or authorized subcontractor(s) while performing this Agreement.

XI. AMENDMENT

The Parties may amend this Agreement. Such amendments shall not be binding unless in writing and signed by personnel authorized to bind each of the Parties.

XII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement shall be instituted only in a court of competent jurisdiction in King County.

XIII. INTEGRATION CLAUSE

This instrument embodies the entire agreement of the Parties with respect to funding of the Vendor contract. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between any Party and King County.

XIV. TERMINATION CLAUSE

In the event that King County decides not to hire a Vendor, this Agreement will terminate and all Parties will receive a full refund of their contributed funds.

XV. NO ASSIGNMENT

The Parties shall not subcontract, assign, or delegate any of their rights, duties or obligations under this Agreement without the express prior written approval of King County.

XVI. DISPUTES

In the event that a dispute arises under this Agreement, the Parties shall endeavor to resolve the dispute in an amicable manner by direct discussions. The Parties may elevate the dispute to the PSC for resolution. If not resolved by the PSC by mutual agreement, then the Parties may engage in alternative dispute resolution by mutual agreement. No party waives its rights to seek legal remedy in the jurisdiction and venue stated in Section XII.

XVII. NOTICES

All notices and other communications shall be given to the PM and all notices and other communications to the other Parties shall be given to the PSC member for each Party. Notices shall be given in writing and shall be sufficiently given and shall be deemed given three (3) calendar days after the date by which the same has been (a) mailed by certified mail, return receipt requested, postage prepaid, to the mailing address shown adjacent to the signatures of the Party to whom it is addressed or (b) sent by email, with adequate proof of receipt retained by the sender, to the email address shown adjacent to the signatures of the Party to whom it is addressed. Any of the Parties may, by notice to all other Parties, designate any further or different addresses to which subsequent notices or other communications shall be sent.

XVIII. EFFECTIVE DATE; TERM

Notwithstanding when this Agreement is signed, this Agreement shall take effect following its execution by each Party and shall expire at the end of 2014 unless terminated sooner. This Agreement may be amended to allow it to be used for subsequent coordinated data collection efforts, including, but not limited to, future orthoimagery acquisitions.

XIX. COUNTERPARTS

This Agreement may be signed in several counterparts, each of which shall be an original, but all of which together shall constitute the same instrument.

The Funding Commitment information from each Party will be summarized in a report distributed to all members of the PSC.

Name of Party	1. Funding Commitment: Standard Deliverables (imagery)	2. Funding Commitment: Supplemental Deliverables	Funding Commitment: TOTAL
City of Redmond	$11,643.24	$0.00	$11,643.24

Note: Item 1 cost includes contingency (15% applied to base imagery base cost only) and applicable tax (9.5% applied to base imagery base cost only)

Item 2 total includes contingency (15% applied to supplemental base cost only) and applicable tax (9.5% applied to supplemental base cost only)

Funding Commitment TOTAL is the sum of Item 1 and Item 2

Party	John Marchione	By	
Name	John Marchione	Name	James E. Haney
Title	Mayor	Title	City Attorney
Address		Address	1601 5th Ave. Ste 2100, Seattle, WA 98101
Date	3/30/12	Date	3/30/12

Approved as to Form Only:

Project Steering Committee Representative:

Name Melissa Fagan

E-Mail mfagan@redmond.gov

Phone 425-556-2134

CITY OF REDMOND INCORPORATED SEAL 1912 STATE OF WASHINGTON

King County Department of Information Technology

By _____ April 27, 2012
Signature Date

WILLIAM S. KEHOE
Type or Print Name

CIO
Title