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CITY CLERK

11-025

SHARED SURVEY AGREEMENT

BETWEEN

CITY OF WOODINVILLE AND WOODINVILLE WATER DISTRICT

This Agreement ("Agreement") is made and entered into between the City of Woodinville, a Washington municipal corporation ("City") and the Woodinville Water District, a Washington municipal corporation ("District").

WHEREAS, the City has had performed topographical survey work on a portion of Woodinville-Duvall Road and at 195th and Woodinville-Snohomish Rd. located in Woodinville, Washington, for City projects at its cost and expense ("Survey Information"); and

WHEREAS, the District is in need of the same topographical survey information for its purposes as acquired by the City and would be benefited by contribution to the cost of said survey work and acquiring the survey results from the City as opposed to paying its own survey consultant to obtain the Survey Information for the District; and

WHEREAS, the District and the City have reached agreement on the amounts of the District's payment to the City for joint ownership, use and possession of the Survey Information and desire to enter into this written agreement formalizing the agreements reached by their respective administrative staffs,

NOW, THEREFORE, the City and the District, agrees as follows:

1. In consideration of the payments specified below by the District to the City, the City shall provide to the District by the following means the Auto-cad computer files prepared for the City by its consultants containing the Survey Information:

<u>Topographical Survey Data for Woodinville-Duval Rd:</u>
Payment Amount: $17,600
Consultant: Otak Inc.
When data collected: 2009
Format of data transfer (media): Auto-cad computer files
Form of transfer to District: Via E-mail to District's engineering consultant

<u>Topographical Survey Data for Woodinville-Snohomish Rd./NE 195th St.:</u>
Payment Amount: $7,000
Consultant: WH Pacific Inc. as a sub-consultant to TEN-W Inc.
When data collected: 2009
Format of data transfer (media): Auto-cad computer files
Form of transfer to District: FTP Site for download by District's engineering

2. The District accepts the Auto-cad computer files and the data therein "as is" without warranty of any kind from the City, including by not limited to any warrantees for fitness for a particular purpose; provided, that the City by this agreement does assign to the District, to the fullest extent allowed by law and by the agreement between the City and the consultants, a joint ownership interest in the Survey Information to the District and any warranties by and from the consultants providing the Survey Information to the City with the intent that the District may require the consultants to warrant the Survey Information to and for the benefit of the District.

3. The District and the City shall share joint ownership, use and possession of the Auto-cad computer files for their respective uses.

4. The City shall also provide the Auto-cad computer files for the City's projects depicting the road and storm drain improvements in order to avoid potential conflicts between the City's and District's projects for which the Survey Information was obtained.

5. The District shall pay the City to above-referenced amounts within thirty (30) days of the date of the execution of this Agreement by both parties.

SIGNATURES:

CITY OF WOODINVILLE

BY: _____

Dated: 3-3-11

WOODINVILLE WATER DISTRICT

BY: Ken McDonald, Acting Com

Dated: 1/26/11