

TNET PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into by and between King County ("County") and _____ ("Participant").

RECITALS

- A. The County has developed a transportation-related geographic information system known as "TNET".
- B. The County has organized a consortium of agencies who desire to participate in using, maintaining, improving and updating the TNET ("TNET Consortium").
- C. The TNET consists of a TNET Master Database hosted on County servers, a TNET Replicated Database hosted on each Consortium Member's server, a replica creation mechanism, a data editing mechanism, and a synchronization mechanism that enables updates of the Master Database and all Replicated Databases as each Consortium Member contributes new information.
- D. Participant is an agency that desires to join the TNET Consortium with all the rights and obligations set forth in this Participation Agreement and its attachments.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 TNET Consortium Membership

- 1.1 Participant hereby joins the TNET Consortium and agrees to be bound by the terms of this Participation Agreement and Attachments A, B and C, which are collectively referred to throughout as the "Agreement."
- 1.2 Participant agrees to comply with the Membership Terms and Conditions, a copy of which is attached hereto and made a part hereof as Attachment A.
- 1.3 Participant agrees to comply with the Guidebook and Best Practices, a copy of which is attached hereto and made a part hereof as Attachment B. Said Guidebook is subject to change by the TNET Consortium as individual Best Practices are added or modified.
- 1.4 The members of the TNET Consortium are listed in the TNET Membership Roster, a copy of which is attached hereto and made a part hereof as Attachment C. Said Membership Roster is subject to change by the County as other participation agreements are executed or terminated by other agencies. Participant understands and agrees that its obligations under this Agreement are owed to the County and all other agencies who are members of the TNET Consortium.

2.0 Addition of Consortium Members

- 2.1 Any agency with a business interest in the transportation infrastructure is eligible to become a member of the TNET Consortium.
- 2.2 Participant may not assign or transfer in any manner its membership or any rights, interests, obligations or benefits under this Agreement to another person or entity without the prior written consent of the County.

3.0 Notices

Any notice required to be given under the terms of this Agreement shall be directed to the Parties at the addresses listed below. Notice shall be considered issued and effective upon receipt by the addressee or three (3) calendar days after being mailed by certified mail, return receipt requested, to the place of business listed below, whichever is earlier.

King County:

TNET Program Manager
King County DOT IT GIS
201 S. Jackson St, MS KSC-TR-0331
Seattle, WA 98104-1598
TNET@kingcounty.gov

Participant:

4.0 Duration

This Agreement shall take effect upon its signing by the Parties and shall remain in effect unless terminated as provided herein.

5.0 Termination

5.1 Either Party, without cause and for its convenience, may terminate this Agreement by providing written notice to the other Party at least sixty (60) calendar days in advance of the effective date of termination.

5.2 Either Party may terminate this Agreement for default if the other Party fails to perform or comply with any material provision of this Agreement. To effect termination for default, the terminating Party shall provide the other Party with written notice at least thirty (30) calendar days in advance of the effective date of termination, setting forth the manner in which the other Party is in default and the effective date of termination. If the basis for termination is a failure to perform that can be cured, the termination shall not take effect so long as the other Party cures the default within ten (10) calendar days of written notice to cure or a mutually agreed upon date by which a detailed written plan, which indicates the times and methods needed to bring the work in compliance and to cure the default.

5.3 The County's obligations under this Agreement beyond the current appropriation year are conditional upon future annual appropriation of sufficient funds by the County Council. Should such future appropriations not be approved, this Agreement shall terminate at the close of the then-current appropriation year. The appropriation year ends on December 31 of each year. In accordance with King County Code 4.04.040B.6, the County's obligations shall not exceed the appropriation for the year in which termination is effected.

5.4 A terminating Party shall pay any amounts it is obligated to pay other Members of the TNET Consortium or third parties under this Agreement or contracts entered into pursuant to this Agreement.

5.5 The termination of this Agreement shall not limit the rights and remedies of the County.

6.0 Entire Agreement

This Agreement, as may be amended from time to time, constitutes the entire agreement between the Parties relative to the subject matter herein. There are no terms, obligations, or conditions other than those contained herein.

7.0 Agreement Changes

The County reserves the right to change any aspect of this Agreement. Should there be any change(s) to this Agreement, the County shall provide notice to the Participant within thirty (30) calendar days of making the change. Participant may terminate this Agreement under section 5.1 if Participant does not agree to be bound by the change(s).

8.0 Successors

The provisions of this Agreement shall be binding on and inure to the benefit of the Parties' successors.

9.0 Severability

If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

10.0 Execution of Agreement

This Agreement may be executed in two counterparts, each of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below their signatures.

KING COUNTY

Name of Participating Agency

Name of Participating Agency

By: _____

By: _____

Printed name

Printed name

Date: _____

Date: _____