

DATA SHARING AGREEMENT

Between the Washington State Department of Transportation and
The Seattle Department of Transportation
EXCHANGE OF CONSTRUCTION SCHEDULE AND LOCATION DATA

This DATA SHARING AGREEMENT is entered into by and between the Washington State Department of Transportation, hereinafter referred to as WSDOT, and the Seattle Department of Transportation, hereinafter referred to as SDOT, pursuant to the authority granted by Chapter 39.34 RCW.

I. PURPOSE

The Seattle Department of Transportation has developed a construction tracking and mapping system to compile, map and analyze information related to construction projects that affect the right of way within the city limits of Seattle. This geographic information system-based tool includes data from governmental and non-governmental agencies that perform work that affects travel. WSDOT is developing a similar, statewide system. These construction coordination tracking and mapping systems are intended to allow the agencies to:

- better coordinate projects
- eliminate, reduce or mitigate impacts on the movement of people and goods
- optimize use of right of way by allowing compatible work to occur at the same time or expediting work schedules that require more intensive construction closures
- coordinate street cuts or other activity that affects the quality of sidewalks or pavement so that quality is maintained and the maintenance cost to the public and agencies performing work are minimized

To this end, SDOT and WSDOT agree to share information related to construction schedules and locations electronically.

II. DEFINITIONS

1. **“Agency”** Unless otherwise restricted, includes all government entities, including WSDOT, Sound Transit, the Port of Seattle, King County Metro, and any others who might enter into a similar Data Sharing Agreement with SDOT.
2. **“Agreement”** means this Data Sharing Agreement, including all documents attached or incorporated by reference.
3. **“SDOT”** shall mean the Seattle Department of Transportation, any division, section, office, unit or other entity of SDOT or any of the officers or other officials lawfully representing SDOT.
4. **“WSDOT”** shall mean the state of Washington, Department of Transportation, any division, section, office, unit or other entity of WSDOT or any of the officers or other officials lawfully representing WSDOT.

III. TERMS OF USE

1. This data compilation ("Data") has been provided for Agency purposes only. Subject to this Agreement, participating Agencies are granted a limited, non-exclusive, non-transferable, and perpetual right to use the Data.
2. It is understood that SDOT will enter into separate Data Sharing Agreements with each city department or Agency providing data to the centralized data base, and that SDOT will share the compiled data base with all participating Agencies.
3. This information has been provided for internal use only. SDOT and WSDOT are granted a non-exclusive, non-transferable right to use the data. Publication of data may occur only when approved by SDOT and WSDOT.
4. Except as required by law, the transfer of any portion of the Data to a party not participating in the data sharing must be authorized by the agency that owns the data.
5. Reproduction of data compilations for sale purposes is prohibited, unless expressly authorized through a separate data licensing agreement.
6. Errors may exist in the data as provided. All users accept the data as is, with all faults, and assume all responsibility for use thereof, and further covenant and agree to hold SDOT and WSDOT harmless from and against any damage, loss, or liability arising from any use of the product.
7. SDOT AND WSDOT DISCLAIM ANY WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO ANY GIS DATA OR MAP.
8. SDOT AND WSDOT MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF INFORMATION IN THIS DATA. USERS ASSUME ALL RISKS ARISING FROM THE USE OF ANY GIS DATA OR MAP PROVIDED.
9. Violation of this agreement will result in denial of updated data and in termination of rights to use the data.

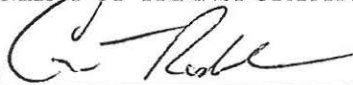
IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. SDOT and WSDOT agree to exchange construction schedule and location data for projects within the limits of City of Seattle area.
2. SDOT and WSDOT agree to exchange construction schedule data on a quarterly basis (3 month intervals) beginning May 2008 and continuing until the termination of this Data Sharing Agreement. SDOT and WSDOT may agree to more frequent data sharing on a one-time or as-needed basis.

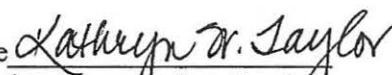
3. SDOT and WSDOT are encouraged to communicate significant project changes to the other agency when they occur, including between planned quarterly updates. Examples of significant project changes could be a revision of project location, a newly identified or revised detour route, project schedule changes or modifications to ROW impacts.
4. SDOT and WSDOT agree to transfer data in a GIS-based format. The method of data transfer from WSDOT to SDOT and from SDOT to WSDOT will not be determined by this Data Sharing Agreement.
5. SDOT may distribute the entire construction project dataset to other Agencies that have entered into similar Data Sharing Agreements with SDOT. This agreement applies ONLY to the compiled construction project dataset and does not include any other Geographic Information Systems data that may be transferred under this Data Agreement. The distribution of the compiled construction project dataset will include SDOT and additional construction project data from all contributing parties involved.
6. SDOT and WSDOT agree that Public Infrastructure Inventory data will not be transferred by either party, unless required by law or order of a court of competent jurisdiction.
7. This Data Sharing Agreement may only be amended or supplemented to provide for additional opportunities to share data development; otherwise, it shall remain in effect until terminated either by mutual consent of the parties or by cancellation by thirty (30) days written notice from one party to the other party.
8. Nothing herein shall be construed as obligating SDOT or WSDOT to expend funds, or involve either party in any contract or other obligation for future payment of money, in excess of appropriations authorized by law and administratively available for this work.
9. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington.
10. The parties agree that the venue of any action or suit concerning this Agreement shall be in King County Superior Court and all actions or suits thereon shall be brought therein. The parties agree to accept service of process within the state of Washington at any office maintained therein. If such offices are not maintained, the parties designate the Secretary of State as an agent for the purpose of service of process.

This Data Sharing Agreement becomes effective on the date of the last signature.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Signature 
Name Grant Rodeheaver
Title Director, Information Technology
Date 1-29-09

~~SEATTLE~~ WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Signature 
Name Kathryn W. Taylor
Title Director, Public Transportation
Date 2-27-09

SEATTLE

DEPARTMENT OF TRANSPORTATION

Signature *Grace Crunian*

Name GRACE CRUNIAN

Title DIRECTOR

Date 3/11/19