



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 18914

Proposed No. 2019-0172.2

Sponsors Upthegrove, McDermott and
Balducci

1 AN ORDINANCE authorizing the county executive to
2 execute an agreement between King County and the
3 Central Puget Sound Regional Transit Authority for
4 operations and maintenance of the Link light rail system.

5 STATEMENT OF FACTS:

- 6 1. The Central Puget Sound Regional Transit Authority, also known as
7 Sound Transit, contracts with King County for the operation and
8 maintenance of the Link light rail system.
- 9 2. That operations and maintenance agreement, originally signed in 2003
10 and administratively amended in 2009, with five allotted one-year
11 extensions, will expire July 17, 2019.
- 12 3. Sound Transit and the county desire to enter into a new agreement, to
13 begin on July 18, 2019.
- 14 4. The agreement will benefit of the residents of King County. During the
15 2009 agreement period, King County worked collaboratively with Sound
16 Transit to successfully open the University Link and South 200th
17 extensions. King County Metro transit department rail staff supported a
18 significant increase in Link ridership while maintaining almost zero
19 accidents and customer complaints. In 2018, while being operated and

20 maintained by the King County Metro transit department, Link light rail
21 recorded zero missed trips and over twenty-four million boardings.

22 5. Under RCW 39.33.050 and other authorities, the legislative bodies of
23 King County and Sound Transit may enter into a contract for public
24 transportation services, such as Link operations and maintenance services.

25 6. The Sound Transit executive board authorized the chief executive
26 officer to execute the new agency agreement with King County on xx xx,
27 2019, through the approval of Motion XXXXX.

28 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

29 SECTION 1. Findings: The current operating and maintenance agreement
30 between Sound Transit and the county expires on July 17, 2019. Unless this ordinance
31 takes effect before that date, it will not be effective before the current agreement expires.
32 To ensure that Link light rail may operate without interruption, this ordinance must take
33 effect before July 18, 2019, so that the executive may execute the new agency agreement.

34 SECTION 2. The county executive is authorized to execute an agreement with

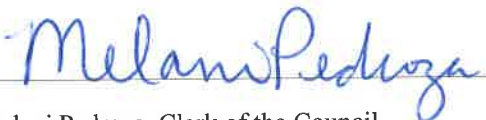
- 35 Sound Transit, substantially in the form of Attachment A to this ordinance, to provide
36 Link light rail operations and maintenance services.
37

Ordinance 18914 was introduced on 5/1/2019 and passed by the Metropolitan King County Council on 6/12/2019, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci



ATTEST:


Melani Pedroza, Clerk of the Council

APPROVED this 24 day of JUNE, 2019.


Dow Constantine, County Executive

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Rod Dembowski, Chair

RECEIVED
2019 JUN 24 PM 3:50
KING COUNTY COUNCIL CLERK

Attachments: A. Intergovernmental Agreement Between Sound Transit and King County For the Operations and Maintenance of The Link Light Rail System, Revised June 3, 2019

Ordinance 18914

Intergovernmental Agreement
Between
Sound Transit and King County
For the Operations and Maintenance of The Link Light Rail System
April 2019

Sound Transit Contract RTA GA 0158-19

King County Proposed Ordinance 2019-0172 Attachment A

Revised June 3, 2019

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This Link Operations and Maintenance Agreement (“Agreement”) is entered into by and between the Central Puget Sound Regional Transit Authority (hereinafter referred to as “Sound Transit”) and King County (hereinafter referred to as “the County”), as may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, pursuant to chapters 36.56 RCW and 35.58 RCW and public vote, the County is authorized to perform metropolitan public transportation functions; and

WHEREAS, pursuant to RCW 81.112.070 and public vote, Sound Transit is authorized to perform regional public transportation functions; and pursuant to RCW 39.33.050 may contract with any public transportation benefit area, any county, transportation authority, city, metropolitan municipal corporation, and any private person, firm, or corporation for the operation of high capacity transportation system facilities within Sound Transit’s service area boundary set forth in Sound Move, the Ten Year Regional Transit System Plan; and

WHEREAS, Sound Move and Sound Move 2 provide for a high-capacity transit system comprised of an electric light rail component that currently operates between the Cities of Seattle, Tukwila, and SeaTac and is being expanded to serve other cities in King, Pierce, and Snohomish counties, referred to in this Agreement as “Link” and as further defined in Exhibit And the route of which is generally described in Exhibit B; and

WHEREAS, the County and Sound Transit approved a Memorandum of Understanding dated May 11, 1998 that describes the general relationship between the County and Sound Transit and provides for specific project agreements to be developed by the County and Sound Transit as warranted; and

WHEREAS, Sound Transit, the County and the City of Seattle entered into an Agreement regarding the Design, Construction, Operation, and Maintenance of the Downtown Seattle Transit Tunnel (DSTT) and Related Facilities effective July 9, 2002 (DSTT Agreement), which describes the general conditions and relationship between Sound Transit and the County regarding use of the DSTT; establishes that Sound Transit shall have the right to use or purchase the DSTT for high capacity transportation (“HCT”) purposes; and directed the development of an intergovernmental agreement for operations and maintenance of Link between Sound Transit and the County; and

WHEREAS, as of April 2019, Sound Transit and the County are negotiating a potential transfer of the DSTT from the County to Sound Transit, and in addition, Sound Transit and the County are negotiating for the County to operate and maintain the DSTT on behalf of Sound Transit.

WHEREAS, the regional transportation system was improved for many years during the initial development and subsequent expansion of the Link system by having buses and light rail trains operate through the DSTT and thus enabling regional bus routes to continue to use the Tunnel and benefit transit patrons not directly served by light rail; and

Intergovernmental Agreement Between Sound Transit and King County for the Operations and Maintenance of the Link Light Rail System April 2019

WHEREAS, the Parties acknowledge that bus operations in the DSTT ended in March of 2019 and that bus operations in the DSTT would likely have ended not later than 2021 with the commencement of Link service to the Northgate station, which would have necessitated shorter headways between Link trains in the DSTT and thus made it difficult if not impossible to continue to operate bus service there; and

WHEREAS, Sound Transit is authorized to contract for public transportation services as herein provided pursuant to RCW 39.33.050; and

WHEREAS, Sound Transit and the County entered into an Intergovernmental Agreement for the Operation and Maintenance of Link in June of 2003 ("June 2003 IGA"); and

WHEREAS, Sound Transit and the County determined that revisions of the June 2003 IGA were necessary to incorporate better practices and procedures for carrying out the operation of Link and to include the Airport segment of the system in the Intergovernmental Agreement.; and

WHEREAS, the June 2003 IGA was administratively revised in 2009 in ways that did not affect the policy or intent of the June 2003 IGA ("December 2009 Revision"); and

WHEREAS, the Parties administratively extended the term of the December 2009 Revision from time to time through July 17, 2019, as permitted under the terms of that agreement; and

WHEREAS, Sound Transit and the County have determined it to be within the public interest to enter into a new agreement for the County's continued operation of Sound Transit's Link light rail system; and

WHEREAS, the Parties wish to enter into a new agreement for the County, through its Metro Transit Department ("KCM") to operate and maintain Sound Transit's Link light rail system for a period of years,

NOW, THEREFORE, in consideration of the mutual terms and obligations contained herein, the Parties agree as follows:

1.0 PURPOSE AND SCOPE OF AGREEMENT

1.1 Purpose and Scope

This Agreement, including all attached Exhibits, specifies the Parties' roles and responsibilities regarding the operations and maintenance of Link during Start-Up and passenger services.

1.2 Definitions

Certain capitalized words used in this Agreement are defined in Exhibit A.

2.0 SYSTEM DESCRIPTION

Link is a system that serves Seattle and the greater Puget Sound Area, using a barrier-free proof of payment system. Exhibit B is a general description and diagram of the portion of Link that is covered by the terms of this Agreement. Exhibit B will be updated by the Parties' Designated Representatives as Link extensions and facilities are added or

removed over time.

3.0 GENERAL

3.1 The County's Obligations

3.1.1 Work

The County will perform all Work related to operating and maintaining Link as described in this Agreement. The County will perform at a level that will meet or exceed the standards set forth in the Performance Standards attached as Exhibit C that address providing safe, well-maintained equipment and facilities, on-time operations, and high-quality service. The Work includes, but is not limited to the following:

- A. Operating Link in accordance with the Link Rail Fleet Management Plan;
- B. Maintaining equipment, specified facilities, systems, and right-of-way in accordance with the Link Rail Maintenance Management Plan and the Link Rail Maintenance Matrix attached hereto as Exhibit D;
- C. Preparing, updating, and maintaining all procedures for the plans as listed in the Responsibility Matrix attached as Exhibit E;
- D. Providing paratransit services for Link;
- E. Providing and managing operations, maintenance, and supervisory personnel assigned to the Rail Division and other support personnel as necessary;
- F. Taking immediate action to manage any situation that would cause a delay or loss of Link service; and
- G. Assisting Sound Transit with Start-Up activities on all Link extensions, expansions, facilities, and enhancements.

3.1.2 Separate Rail Division

- A. The County will maintain a Rail Division with distinct job classifications (including multi-skilled positions), work rules, and management staff, to operate and maintain Link. Rail Division seniority will be based on the start date of hiring into a specific classification in the Rail Division unless specified otherwise in a labor agreement. The Rail Division will include mission-critical activities wholly and exclusively devoted to Link operations, including vehicle maintenance, rail operations, and maintenance of right-of-way power, and signals. These activities are considered mission critical because of the tight integration and incident response requirements of these elements in rail system operations. The County will ensure that its Rail Division is organized separately as it relates to mission-critical functions from its existing Transit Department divisions and sections, including, but not limited to, streetcar functions, and will negotiate terms of any labor agreements related to Rail Division staff as distinct and separate from those currently in place for other King County Metro personnel.
- B. The County will employ a managing director of Streetcar to handle all Streetcar operations and maintenance separately. The purpose is to more clearly separate Link

and Streetcar functions, and to add capacity to streetcar operations. The County will identify a new Deputy Director to oversee all Link operations and maintenance.

- C. Functions that are not mission-critical to Link may be performed by other administrative and support departments within the County or third parties. These functions include support from King County central services and support from Metro divisions outside of the Link Division. Staff in the County's Rail Division will be headquartered at Sound Transit's Operations and Maintenance Facility. The Rail Division will have an external Sound Transit identity in areas such as employee uniforms, communications materials, and telephone greetings.
- D. The County may not increase staffing solely because King County Metro has transitioned from a Division to a Department and the Rail Section has transitioned to a Division unless otherwise pre-approved by Sound Transit. Elevation of leadership to accommodate this change other than those necessary to support Link operations must also be pre-approved by Sound Transit.
- E. The County Rail Division staff must utilize the Sound Transit email system (firstname.lastname@soundtransit.org or successor Sound Transit email) for all email business conducted on behalf of Sound Transit. County email may be accessed at the O&M facility via a secure web connection to be utilized only for King County business email not pertaining to Sound Transit business.
- F. County Rail Division staff must store all documents and files pertaining to Sound Transit systems and activities in Sound Transit-provided repositories or cloud services. No documents or files may be stored in repositories not approved by Sound Transit.
- G. The County's Rail Division staff will follow and comply with all applicable Sound Transit administrative and security policies when using Sound Transit-provided technology hardware of any kind, or when connecting to Sound Transit technological infrastructure or systems.
- H. Sound Transit will periodically train the County's Rail Division on all applicable information security as Sound Transit may deem appropriate and necessary for the Work being performed on Sound Transit technological infrastructure and systems.

3.1.3 Third Party Contracts

The County will subcontract the services listed in Exhibit F. The County may subcontract other Work with Sound Transit's approval. Unless otherwise provided herein, prior to initiating procurement of a subcontractor to perform services for Sound Transit under this Agreement, the County will provide an estimated scope, cost, and schedule to Sound Transit for review and prior approval. Any Third-Party contract requires the approval by Sound Transit prior to the commencement of Work. Such approval is not to be unreasonably withheld, conditioned, or delayed. Sound Transit may review Third Party Work invoices at its sole discretion. Sound Transit will notify the County when a subcontract will require the incorporation of the federal grant funding conditions as provided in Subsection 23.1.2.

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3.1.4 Information Systems

Sound Transit may choose to have the County use the County's information systems for the Work. A determination will be made as described in Section 5 and Exhibit G, regarding Start-Up, if the County will use and provide ongoing maintenance and monitoring for the systems.

- A. All County provided applications accessed from the Operations and Maintenance Facility are to be accessed via a secure web connection (such as Citrix), as agreed by both Parties, maintained and supported by the County, and compliant with Sound Transit's security policies and standards. Sound Transit does not permit persistent remote-control desktop applications due to bandwidth and performance concerns.
- B. The underlying data for County-provided applications are stored on the County network. Sound Transit has the right to request extracts of the underlying data from County applications utilized for Sound Transit business, as needed to be extracted from County applications and securely transmitted to the Sound Transit network using methods approved by Sound Transit Information Security that do not compromise the security posture of Sound Transit's systems.

3.2 Sound Transit's Obligations

3.2.1 Retained Responsibilities

Sound Transit will retain certain responsibilities in connection with the operations and maintenance of Link. These responsibilities include but are not limited to the following:

- A. Make policy decisions;
- B. Maintain financial control and management oversight of the Agreement;
- C. Approve County's Link staffing levels;
- D. Provide and replace facilities, systems, equipment and vehicles listed in Exhibit H, List of Sound Transit Owned Facilities and Equipment, except as otherwise provided in this Agreement;
- E. Handle fare policy, fare collection, fare equipment maintenance, and fare enforcement;
- F. Design and manage Link Security Program;
- G. Procure equipment and vehicles, except as otherwise provided in this Agreement;
- H. Coordinate with utility companies for services and with cities for traffic signal coordination. The County will assist when appropriate;
- I. Engineer and design capital improvements and manage major capital improvements and replacements for Link, including engineering support for these elements related to the operation of Link;
- J. Prepare and amend the Service Plan with assistance of the County;
- K. Contract for service not specifically assigned to the County under this Agreement;
- L. Configuration Management to include capital improvements, maintenance of as-built drawings, development or approval of all campaigns or system modifications of all types;

Intergovernmental Agreement Between Sound Transit and King County for the Operations and Maintenance of the Link Light Rail System April 2019

- M. Review and approval of requests by the County to contract with Third Parties as provided in this Agreement;
- N. Provide information system operational standards and maintenance strategies;
- O. Maintain and support Sound Transit provided technology hardware;
- P. Ensure that all Sound Transit computers at the O&M facility will be connected to the Sound Transit corporate network and managed by Sound Transit IT and will comply with all applicable Sound Transit security policies and standards;
- Q. Ensure that Link staff can communicate on King County Metro's emergency talk group networks;
- R. Provide information security and system administration policies, standards and procedures covering the operation and maintenance of all technology systems required to operate Central Link;
- S. Provide direction and coordination of response to information security events and incidents involving Sound Transit technological infrastructure and systems;
- T. Provide information security controls (technical and administrative) to properly manage risks to Sound Transit systems and technological infrastructure;
- U. Provide security training for the Work being performed on Sound Transit's technological infrastructure and systems.

3.2.2 Coordination with the County

- A. The Parties will discuss policy, service development, financial and planning issues affecting Link; however, final authority regarding each of these matters remains with Sound Transit.
- B. Sound Transit will convene a Joint Leadership Team and schedule regular meetings of the team to evaluate service performance, identify areas of performance improvement, determine where corrective action plans are needed, and discuss staffing issues and determine solutions. Each meeting, the Parties will review performance tracking metrics and evaluate the need for corrective actions.

4.0 OWNERSHIP AND USE OF LINK

- 4.1 Sound Transit owns Link. The County may not use, nor permit Third Parties to use, Link for any purpose other than the operation and maintenance of Link. The County may not lease, sublease, license, or permit the use of any of the premises or equipment of the Link system except as specifically permitted or required by Sound Transit.
- 4.2 Sound Transit may direct the County to permit use of Link facilities by Third Parties. If FTA approval is required, Sound Transit will obtain such approval in advance of directing the County. Revenues accruing from such use will be retained by Sound Transit. Third Party use of such Link facilities will be considered a variation to the Work, and the County will be compensated as set forth in Subsection 22.1.6 of this Agreement for any additional costs it incurs in connection with this use, including disruption to regular service or maintenance activities. Sound Transit will require that a Third Party execute an indemnity agreement providing both Parties with defense,

indemnity, and insurance protection.

- 4.3 The management, scheduling, and authorization of access to employees and contractors to perform Work on, near or adjacent to the right-of-way or any Sound Transit facilities is controlled by the County's Track Access Coordinator through the Track Access Procedures. In all cases, all employees will follow the Track Access SOP.
- 4.4 Sound Transit will establish a process to channel requests for media access, tours, or other activities that may interrupt day-to-day operations through a central point in the Sound Transit Operations Department. In the case of any questions related to any access request, the County will contact Sound Transit staff as listed above. All requests that are received by the County must be forwarded to Sound Transit.

5.0 START-UP

- 5.1 If Sound Transit requires the County to operate or maintain new facilities such as the extension of Link right-of-way to the Northgate Station, a maintenance facility, or station, then the Start-Up Period will start at least 24 months before the facility opening date (FOD) or the revenue service date (RSD), depending on the size and complexity of the extension or facility, and end when the Start-Up activities identified in Exhibit G are completed. The Start-Up Period will overlap with construction and some Start-Up activities may continue past the FOD and or RSD. The Start-Up Period will be used to prepare for the integration of the new facility into Link, and will include tasks such as system testing, hiring of staff, training, public education, system certification and commissioning, and development of plans and procedures as outlined in Exhibit G. Exhibit G is not an exhaustive list of possible tasks or responsibilities.
- 5.2 Sound Transit is responsible for testing, safety certification, public education and system commissioning. Where appropriate, Sound Transit will assist the County in its preparation for assuming its duties as the operator and maintainer of the system. The County will also assist Sound Transit when requested by Sound Transit to complete its activities related to Start-Up, oversight, procurement, or any operational support activities as identified by Sound Transit and in consideration of the Rail Division staff availability.
- 5.3 Sound Transit will develop a preliminary scope, staffing plan, and cost estimate for new facilities Start-Up based upon Sound Transit operational requirements for this extension/facility. The Parties will meet and confer to discuss the scope, staffing plan, and cost estimate as the assumptions used to define tasks including level of effort and timing, the FOD and RSD schedule, and the equipment and systems procurement schedules are refined. The review will follow the process outlined in Section 22.0.
- 5.4 The Parties acknowledge that there may be tasks that are key to system start-up but need to be accomplished before the defined Start-Up Period. The Parties may review and consider these tasks for funding and staffing as needed.
- 5.5 Sound Transit will establish the final FOD or RSD and inform the County at least three (3) months in advance of the selected date. The FOD or RSD may not necessarily

occur at the start of a transit service change. If the RSD is other than at the start of a transit service change, the County will coordinate its bus service at the next service change.

6.0 SERVICE PLANNING AND SCHEDULING

6.1 Service Plan

By the end of the second quarter of each year, Sound Transit will provide the County an annual service plan for the coming year that includes headways, special events, and operating hours. Sound Transit will discuss proposed changes with the County prior to finalizing this plan.

6.2 Scheduling/Assignments

The County will prepare train schedules and personnel and equipment assignments to meet the annual service plan. For special events that require additional staffing, Sound Transit will provide prior notice to the County as soon as possible to allow the County time to prepare for and adequately staff the event. The County will make every effort to provide personnel and equipment for special events requests not included in the Annual Service Plan.

6.3 Rail/Bus Coordination

The County and Sound Transit will cooperate on the coordination and integration of bus and rail service. To the maximum extent practicable the Parties will endeavor to coordinate Link service changes with the County's regularly scheduled service changes.

7.0 OPERATIONS

7.1 Overall Services

The County will operate Link using the vehicles, facilities, equipment, and systems provided or approved by Sound Transit. Except as otherwise provided herein, the County will manage operational activities including but not limited to service quality, communications systems, training, emergency response, employee management and assignment, safety, and special events. The County will manage the service during normal, special, and emergency operations.

7.2 Operations Plans

The County's operation and management of the Link system will be guided by several plans including the Link Operations Plan, the Link Maintenance Plan, the Link Fleet Management Plan, and the Link Security Program Plan. These plans will be prepared by Sound Transit with support by the County. Any revisions to the plans will be provided to and discussed with the County. The plans will serve as the basis for the County to develop staffing plans, training programs, operating and maintenance rules, and standard operating procedures for Link service.

7.3 Operating Procedures

The County will implement and maintain the Operating Rulebook and the Standard Operating Procedures. The Parties will establish a process for approval of rules, procedures, and revisions by both Parties and will carry out that process at the agency level except where legislative action is required by law.

7.4 Training Program

7.4.1 The County will create, implement, and maintain a training program that includes certification, recertification, and refresher training. The program will include training for support staff, contractors, and emergency response personnel. The County will ensure that all employees and contractors are properly trained in workplace safety. The program will contain at a minimum the following elements:

- A. Complete job descriptions for all Rail Division positions;
- B. Minimum training requirements for each position;
- C. County-required training, any license, certificate or endorsement;
- D. Expiration dates of all training;
- E. Certification and re-certification dates;
- F. Completion status (pass or fail, if applicable); and
- G. Training delivery methods.

These requirements will apply to all Rail Division positions performing Work on Link.

7.4.2 The training program will be jointly developed and approved by the County and Sound Transit. The program will be reviewed and updated by the County annually and submitted to Sound Transit for approval.

7.4.3 The County will be responsible for recordkeeping of these training requirements for Rail Division employees and Rail Division contractors. The County will comply with all rules, policies, procedures, regulations and any governmental or jurisdictional requirements applicable to such recordkeeping. These records will contain at a minimum, the individual's name, training provided, date, delivery method, completion status, certificate number and expire date, if any. Auditable records to ensure compliance with all required training will be maintained at the O&M facility in hard copy, electronically or both. The County will provide training program information to Sound Transit upon request, and identities of employees may be protected or redacted if necessary by the County.

7.5 Emergencies, Service Disruption, Incidents, and Accidents

7.5.1 Notification.

In the event of an emergency, accident, incident, or hazardous condition that impacts or will impact light rail operations, the County will follow Standard Operating Procedures (SOP) for Link Control Center Callout Procedures, the Callout Chain of Command, and applicable All Hazard Response Plan for immediate notification to Sound Transit. The County will also follow those procedures for any police actions, stoppage of service, station closures, or incidents on or near Link facilities, right-of-way on-board trains. SOPs governing notifications will be updated in accordance with the Link System Safety Program Plan (SSPP) and SOP Rules and Procedures Development Issuance and Revision.

7.5.2 Response.

When responding to accidents, incidents, hazardous conditions, or emergencies on trains, at stations, on or near Link facilities, or along the right-of-way the County will follow SOP Link Control Center Emergency Response Procedure. The response will include notification of appropriate emergency services, Sound Transit, and providing replacement, limited replacement or supplemental service when primary rail service is interrupted. SOPs governing emergency response will be updated in accordance with the SSPP and SOP, Rules and Procedures Development Issuance and Revision.

7.5.3 Bridging Link with Bus Service

The County will bridge the Link service during emergencies or planned disruptions in accordance with the approved SOPs.

7.6 Operations Control Centers

7.6.1 Link Operations Control Center

The County will provide continuous and uninterrupted operations of the Link Operations Control Center. The County will operate and manage the Link communications systems including the radio, SCADA, CCTV, public address, and variable message signs.

7.6.2 DSTT Operations Control Center

The County will monitor and control train and other vehicle movements in the DSTT and operate communications systems including radio, SCADA, CCTV, public address, and variable message signs from the DSTT Operations Control Center. If the DSTT is subsequently transferred to Sound Transit as contemplated elsewhere in this Agreement, then in connection with such transfer the Parties will determine how to manage vehicle movements and communications in the DSTT from and after the date of such transfer.

7.6.3 Location and Back-Up of Control Centers

The Link Operations Control Center and DSTT Operations Control Center are located at the King County Metro Building at 1263 6th Avenue, Seattle, Washington. They will be referred to collectively as the Link Control Center. The back-up control center will be located at Sound Transit's Operations and Maintenance Facility at 3407 Airport Way South, Seattle, Washington.

7.6.4 Changes in Location

Sound Transit may relocate the DSTT Operations Control Center to the Operations and Maintenance Facility, at which time the King County Metro Building space will be used for the back-up Link Operations Control Center and DSTT Operations Control Center.

8.0 MAINTENANCE

8.1 Overall Services

The County will maintain Sound Transit vehicles, facilities, equipment, and systems in accordance with the Link Maintenance Management Plan, manufacturer's recommendations, warranty requirements, industry practice, information provided by final design and installation contractors, and Exhibit D. The County will implement and update standard maintenance procedures and preventive maintenance schedules. The level of maintenance will be approved by Sound Transit."

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8.2 General Maintenance

This section addresses matters common to the maintenance of systems, facilities, equipment, assets, and vehicles.

8.2.1 Enterprise Asset Management System (EAMS)

- A. The County will track and maintain accurate records for all Sound Transit assets including vehicles, facilities, equipment and systems using the EAMS system that is currently owned and managed by Sound Transit. Such use will be in accordance with the EAMS policies and procedures manual that has been provided to the County by Sound Transit.
- B. In compliance with Sound Transit's asset management program, Sound Transit will update the assets in the EAMS database as soon as the information becomes available. Missing data in the EAMS system does not preclude the County's responsibility to perform any work.

8.2.2 Parts

- A. Sound Transit will provide, and the County will maintain, a level of spare parts and equipment based on a minimum/maximum criterion agreed upon with Sound Transit. As spare parts, materials, or equipment are used or consumed, the County will order them through the Sound Transit EAMS material requisition process or a Sound Transit-approved alternative. All parts, materials, tools, equipment, and other items except consumables will be procured through Sound Transit with all invoices sent to Sound Transit for payment directly to the supplier. The County will inspect, process, and inventory spare parts and equipment in accordance with Sound Transit-approved procedures.
- B. The County will purchase consumables, unless otherwise directed by Sound Transit. The County will manage and store consumables at the Operations and Maintenance Facility and will track their consumption in a manner approved by Sound Transit.

8.2.3 Tools and Test Equipment

Special test equipment and tools will be provided by Sound Transit. All such test equipment and tools will be inspected and inventoried by the County on a quarterly basis, and the associated records will be submitted to Sound Transit and maintained at the Operations and Maintenance Facility. The County will also ensure that each employee will have a quantity of hand tools in accordance with the approved minimum tool list outlined in the collective bargaining agreement, if applicable.

8.2.4 Documentation

Sound Transit will provide all as-built drawings and maintenance manuals and will be responsible for updating this information. Configuration management responsibility is defined in Section 9.0.

8.2.5 Appearance of Vehicles, right-of-way and Facilities

The County is responsible for the regular and detailed cleaning of all Sound Transit vehicles, right-of-way and all Link facilities. Vehicles, right-of-way and facilities will be cleaned in accordance with Exhibit D.

8.2.6 Use of Vehicles and Equipment

The County may use the vehicles and equipment provided by Sound Transit for the purpose of operating Link service or for maintenance and other uses directly associated with the Link service, and for no other purpose. Should the County return any vehicle or equipment prior to the end of the Agreement or at the end of the Agreement, such property will be returned in good condition assuming normal wear and tear. Non-revenue vehicle use will be governed by the County's procedure on non-revenue vehicles. Sound Transit will equip non-revenue vehicles with a driver specific vehicle GPS monitoring system that will be available to assist the County in administration of the County's non-revenue vehicle policy. The County will apply the same rule infractions for the operation of a light rail vehicle to the operation of a non-revenue vehicle.

8.3 Communications and SCADA Systems Maintenance

8.3.1 The County is responsible for providing all field-maintenance of all hardware included in the Link SCADA and Control Systems. The SCADA and Control Systems include all hardware elements such as the cable transmission system and cable plant, including but not limited to maintenance of cable records; voice systems; managed network, radio systems; SCADA systems, including power supplies; the public address system; and variable message signs, CCTV, programmable controllers, media converters, terminal servers, or other field located equipment providing data to, or controlled by, the systems.

8.3.2 Sound Transit will support the SCADA and Control Systems with network and operations technology services. The Sound Transit Operations Engineering and Technology Division will provide managed network support, including firewalls, routers, and managed switches on the Train Control Network (TCN) and Emergency Fire/Life Network (EFN). The Sound Transit Operations Engineering and Technology Division will also provide engineering services for SCADA and Control Systems life cycle health, enhancements, upgrades and system administration related to monitoring tools, cyber-security, and centrally managed support tools.

8.4 Facilities Maintenance

The County is responsible for Link facilities maintenance activities as identified in Exhibit D. The facilities include, but are not limited to, the Operations and Maintenance Facility, parking lots, stations, plazas, and tunnels, including interior rooms (i.e. electrical, mechanical, systems), and building screening.

8.4.1 Art at Facilities

Sound Transit is responsible for artwork repair, maintenance, and cleaning.

8.4.2 Signage Maintenance

Signage at the Link stations will conform to Sound Transit specifications and standards. The Parties' respective responsibilities for signage fabrication and maintenance are outlined in Exhibit J.

8.5 Right-of-way Maintenance

The County is responsible to inspect, maintain and repair of right-of-way (sometimes referred to as ROW). This includes, but is not limited to, track, special track work, grade

crossings, stray current testing, bridges, tunnels, culverts, drainage structures, vegetation control, pest control, overhead contact systems, traction power, signals, SCADA, CCTV, and other systems used for the purpose of light rail transit operations. Other responsibilities include removal of debris, emergency track repair, and responding to derailments or other incidents (See Exhibit D).

8.6 Vehicle Maintenance (Light Rail, Other Vehicles and Equipment)

The County will inspect, maintain, and repair Sound Transit's light rail vehicles (LRV) consistent with Exhibit D, Maintenance Matrix. Representative duties include, but are not limited to: LRV interior and exterior daily and deep cleaning and washing; preventive maintenance of all LRV systems and components such as trucks, propulsion, suspension, braking, communications, doors, cab, passenger area, roof equipment, wheel truing; and other LRV systems used within the vehicle for the purpose of Link service. The County will also repair LRVs damaged in collisions, accidents, incidents, or derailments, as well as coordinate the alteration of LRVs for advertising campaigns. The County will allow Sound Transit employees and contractors access to light rail vehicles on a pre-arranged schedule to install or remove advertising on the exterior or interior of the vehicles.

8.6.1 Car History Documentation and Updates

Sound Transit is responsible for the receipt and safeguarding of car history books prepared by LRV manufacturers. The County will provide maintenance data to update the car history books for Sound Transit. The County will document and update all configuration information in the car history books. LRV maintenance history such as scheduled preventive maintenance, scheduled or unscheduled corrective maintenance and repair will be documented and updated within the Sound Transit EAMS database by the County. LRV manufacturer campaign records will be documented and updated by the County within the Sound Transit EAMS database and car history books.

8.6.2 Non-Revenue Vehicles and Equipment

The County will arrange competitively-priced maintenance for all other Sound Transit provided vehicles following the Original Equipment Manufacturer (OEM) recommended preventative maintenance and repair schedule and approved by Sound Transit unless Sound Transit makes other maintenance arrangements. For repairs falling outside of the current OEM preventive maintenance and repair schedule, the County will analyze options that include subcontracting and will present Sound Transit with the options, including an estimated scope, cost, and schedule, for Sound Transit's review and prior approval. These repairs will require a task order.

8.7 Heavy Repairs, Overhauls, Projects, Special Campaigns and System-Wide Modifications

8.7.1 Heavy repairs, overhauls, special campaigns and system-wide modifications must be in accordance with Sound Transit-approved plans and procedures and conform to Sound Transit configuration management requirements as described in Section 9. The County will provide a cost benefit analysis, scope of work, and schedule documentation for heavy repairs, overhauls, projects, special campaigns, and system-wide modifications of all LRV, Facilities and right-of-way systems and equipment. Sound Transit will analyze KCM proposed options that include subcontracting or the County performing the Work. Sound Transit reserves the right to perform its own cost benefit analysis, scope of work and schedule

documentation in support of such efforts. Sound Transit will make the final determination and authorization of heavy repair, overhauls, projects, special campaigns and system-wide modifications of Link LRV, facilities and right-of-way project ownership and delivery. The County will support Sound Transit in any heavy repairs, overhauls, projects, special campaigns and system-wide modifications.

8.7.2 Prior to completion of construction and systems contracts, re-work and modifications may be conducted by the original contractors or manufacturers and will be supported by the County.

8.7.3 If Sound Transit property, facilities, or equipment require modification or configuration change in support of heavy repair, overhauls, projects, special campaigns, system-wide modifications or any other reason, the County will provide justification, details, drawings or other documentation in support of the requested change. Sound Transit will have final approval authority of such modifications or configuration changes.

8.8 Part / Component Repair

The County will provide Sound Transit with a cost benefit analysis, scope of work, and schedule to evaluate proposed part and component repairs for LRV, non-revenue vehicle (NRV), facilities, and right-of-way systems. Sound Transit will use this information to provide the County with direction. Part and component repair will be performed by the County or approved contractors or vendors in accordance with Sound Transit-approved procedures.

9.0 CONFIGURATION MANAGEMENT

9.1 Configuration Changes:

Sound Transit is responsible for configuration changes that would result in modification of the as-built configuration, and related documentation of Link vehicles, equipment, and facilities after they have been constructed and transitioned to the Sound Transit Operations Department.

9.2 Configuration Control:

The County is responsible for Configuration Control. The County may propose changes to Link capital assets that affect their physical and/or operational characteristics via a formal change proposal. The configuration change process is described in detail in Sound Transit Administrative Policies and Procedures #38.

9.3 Approval of Proposed Configuration Changes

Sound Transit will review the County's proposal documentation details and determine if the change merits implementation. No configuration change may occur without signed approval of the plan by the Sound Transit Executive Director, Operations. Once formal approval is given, Sound Transit will prepare and fund a work order to effect the change. Once the Work is completed, Sound Transit will inspect the Work for adherence to the proposal, applicable codes and regulations, and quality of workmanship. Sound Transit will revise the as-built drawings and maintenance manuals to reflect the updates and will maintain the master file for all as-built drawings and documentation. Updated drawings and manuals will be provided to the County.

9.4 Alternate Part Qualification Procedure

The alternate part qualification procedure, Standard Maintenance Procedure (SMP) 25.17, provides the requirements and procedures that must be followed to propose and test an alternate part when the original part cannot be sourced or is no longer available from the manufacturer.

10.0 CUSTOMER SERVICES/INFORMATION/MARKETING

10.1 Overview

The County will provide the management, training, automated information, and telecommunications services necessary to provide customer services and products for Link as described in this section.

10.2 Customer Services

10.2.1 Schedule Information and Trip Planning

The County will provide Link schedule information and trip planning using customer service representatives and/or automated systems in the same manner provided for County transit services during the standard hours of service. County customer service representatives should refer to Link as a Sound Transit service.

10.2.2 Customer Services

The County will provide Link customer services in accordance with agreed-upon Customer Service Operating Policies and Procedures. The Parties will update procedures as necessary.

10.2.3 Electronic Information

The County will provide Link online service information including trip planning, special event, and emergency information via a link on the County's web site to the Sound Transit web site, developed and maintained by Sound Transit. All information provided on the County web site should specify that Link is a service of Sound Transit. The County and Sound Transit will coordinate service information.

10.2.4 Lost and Found

Sound Transit will provide lost-and-found services. The Parties anticipate that they will develop a Lost and Found Procedures SOP that each Party will adhere to.

10.2.5 Rider Alerts during Service Interruptions

In coordination with Sound Transit, the County will electronically produce and post customer notification information using various systems alerts such as public address (PA) and variable message announcements (VMA), email, text messaging, rider website and automated phone system. The County will send electronic transit alerts for Link service as outlined in the Customer Service Policy and Procedures. If the Link Control Center is relocated to the Operations and Maintenance Facility under Section 7.6, then Sound Transit will perform this task.

10.3 Fare Media Sales

The County and Sound Transit have entered into separate fare collection agreements that will govern regional fare media sales.

10.4 School Education Program

The County will include Sound Transit-provided information about Link in any school outreach activities conducted by the County.

10.5 Printed Customer Information Distribution

The County will distribute Sound Transit-produced Link schedule information at employment sites and other locations where it is geographically appropriate and in the normal course of business.

10.6 Training

The County will provide Link-specific training to County customer service staff and others providing Link-related customer services. Such training programs must be approved by Sound Transit.

10.7 Signage Hardware/Changeable Information Displays

The Parties' responsibilities for signage hardware and changeable information displays are outlined in Exhibit J. Consistent with that Exhibit, the County will install and maintain the changeable information such as system maps, area maps, and ticket vending machine information produced by Sound Transit for inclusion in the Link station display cabinets. The County will produce and install rider alerts, schedules, and related bus information at Link stations and adjacent bus stops. The County will update Sound Transit-produced customer information in the interior and exterior of the Link vehicles.

10.8 Surveys

The Parties will collaborate on customer surveys and share information as appropriate.

10.9 Marketing

Sound Transit is responsible for all marketing and advertising of the Link service. The County will include Sound Transit-provided marketing materials about Link where it is geographically appropriate and in the normal course of business.

10.10 Technology

Sound Transit will work with the County to modify the current system or develop future technology so that the Link stations ring-down telephones will be answered by the County as "Sound Transit." If communications systems technology changes, then it will be configured so that all customer calls may be identified separately and answered by the County staff as "Sound Transit."

10.11 Media Relations

Except as otherwise provided in this Agreement, Sound Transit is responsible for all communications with the media about Link operations regardless of circumstance, including media communications related to accidents or injuries. The County will direct all media requests for information to the Sound Transit's media relations specialist or designee. Media advisories or notifications involving Link special service or service disruptions will be coordinated between the County and Sound Transit.

11.0 SAFETY RESPONSIBILITIES

The County, as the contract operator of Link service, is primarily responsible to operate

Link service in a safe and efficient manner in accordance with the terms of this Agreement.

11.1 Incident Notification, Investigation and Reporting

11.1.1 The County is responsible for initial incident notification, investigation and reporting to Sound Transit in accordance with Standard Operating Procedures. The County will maintain an incident notification, investigation, and reporting standard operating procedure which Sound Transit will review and approve. Both Parties must adhere to the procedures. The County will investigate Link-related incidents that (i) appear to meet the regulatory thresholds for investigation and (ii) that are alleged to have occurred in or on Link service, right-of-way or facilities. Sound Transit has the right to conduct additional investigations of incidents. Sound Transit will inform the County if a federal or State Safety Oversight agency has assumed this responsibility. The County will provide qualified personnel to lead the investigations and maintain appropriate documentation.

11.1.2 The County will provide preliminary incident investigation reports to the Sound Transit Safety and Quality Management Department (STSQM) and Sound Transit Director of Light Rail within two business days. The STSQM will provide the preliminary report to regulatory agencies and other internal and external stakeholders.

11.1.3 The County will complete and submit a final incident report to the Sound Transit Director Light Rail Operations and STSQM within thirty calendar days. Any disputes about the conclusions in the final incident accident report will be referred to the Link Light Rail Joint Safety Committee (as defined in Subsection 11.2 of this Agreement) for review and discussion. If the committee cannot agree on the conclusions contained in the final report, the disputed items will be presented to the Sound Transit Light Rail Director and the County Rail Division Director.

11.1.4 System Safety Program Plan

The County will maintain and review annually the System Safety Program Plan (SSPP) in accordance with chapter 468-550 WAC. STSQM will conduct a final review of the updated SSPP prior to final approval by the County. The County's Rail Division safety team and the STSQM will respectively ensure compliance with the plan.

A. Performance Reviews

The County will develop performance standards in accordance with the SSPP. The County will monitor and report on progress during the Joint Leadership Team meeting, along with identifying where any deficiencies exist. No later than the following Joint Leadership Team meeting, the County will then develop and submit to Sound Transit a written corrective action plan and timeline to address any deficient performance.

B. Goals and objectives

The County and STSQM staff will meet to set safety goals and objectives, which will be tracked and monitored. These goals will be reported on quarterly and be evaluated for appropriateness annually.

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11.1.5 Accident Prevention Plan

The County will implement and maintain an Accident Prevention Plan in accordance with chapter 296-800 WAC. The County will inform Sound Transit of any updates to the published plan. Sound Transit reserves the right to conduct spot checks of the Accident Prevention Plan implementation.

11.2 Link Light Rail Joint Safety Committee

The Link Light Rail Joint Safety Committee will meet monthly, or as needed, to review incident trends and accident preventability. The Committee co-chairs will maintain a joint charter and both Parties will operate in accordance with charter protocols. The Committee will develop and implement recommendations for remedial actions designed to address identified safety hazards or adverse trends.

11.3 System Reviews

The State Safety Oversight Agency, or designee, conducts a triennial review of the System Safety Program Plan and the System Security Plan. The County must participate and cooperate fully with any such review. The County and Sound Transit will develop corrective action plans to respond to any noted deficiencies. Sound Transit will pay any penalties associated with the state safety oversight review.

11.4 Issuance of Equipment

The County and Sound Transit acknowledge the need to establish protocols for issuance of equipment via Standard Operating Procedures and Standard Maintenance Procedures. Subject-matter experts from each agency will engage in a good faith effort to establish the Standard Operating Procedures and Standard Maintenance Procedures no later than December 15, 2019.

11.5 Access

The County will provide STSQM with access to facilities, equipment, and personnel, as necessary. ST Safety personnel must follow applicable KCM rules and request procedures for such access.

12.0 SECURITY

Sound Transit will provide police and security for the Link system, including in the DSTT, through its contractors as follows:

- A. All police work will be performed by sworn police officers from the contracted police agency through a direct contract with Sound Transit.
- B. All security work will be performed by the security contractor through a direct contract with Sound Transit.
- C. Sound Transit will also perform all fare enforcement on the Link system through a combination of its contracted police force and its contracted security provider.
- D. Sound Transit's police will coordinate as needed with King County Metro Transit Police.

13.0 DOWNTOWN SEATTLE TRANSIT TUNNEL (DSTT)

The Downtown Seattle Transit Tunnel (DSTT) includes the Tunnel and the Merge Zone, and the Tunnel Annex. The County is responsible for the operation and maintenance of

the DSTT, except for DSTT security and security on Link trains in the DSTT, which are the responsibility of Sound Transit as provided in Section 12. The County's responsibility for operation and maintenance of the DSTT will cease upon transfer of the DSTT to Sound Transit except as otherwise agreed between the Parties.

13.1 Operations

13.1.1 Communications

All communications related to the DSTT will be controlled and coordinated by the County from the Link Control Center. The County is responsible for radio communications with the operators of all trains and other vehicles when they enter the DSTT. The County is responsible for public communication that will occur via an audio public address system and variable message signs.

13.1.2 Systems

The County will monitor and manage all DSTT systems through SCADA. The County will provide electricity, water, telephone service, and other utilities necessary for the operation of the DSTT. Sound Transit will provide, install and maintain software, hardware, and metering devices on any Sound Transit primary or backup power source that is connected to a County power supply. Such devices must be able to measure and record power consumption by LRVs as well as accurately identify and calculate appropriate billing rates during the consumption period as applied by the utility provider (i.e. SCL).

13.1.3 Power

Sound Transit will pay for power consumed to operate the LRVs and any light rail elements in the DSTT.

13.2 Maintenance

The County will maintain the DSTT and all its systems, components, equipment, vehicles and parts, except as identified in this section. This includes performing on-going inspections, testing, periodic maintenance, and inventory and data management.

13.2.1 Ticket Vending Machines

Sound Transit is responsible for procurement, installation, and maintenance of TVMs.

13.3 DSTT Maintenance After Transfer to Sound Transit

The Parties acknowledge that they are negotiating a potential transfer of the DSTT from the County to Sound Transit. The Parties further acknowledge that they are negotiating for King County to operate and maintain the DSTT on behalf of Sound Transit for a period equal to the term of this Agreement. If the Parties reach agreement on the terms of a DSTT transfer, then effective upon such transfer Sound Transit will be responsible for all operations and maintenance matters in the DSTT and this section 13 will be void as to matters occurring from and after such transfer. Sound Transit may contract with the County to operate and maintain the DSTT on behalf of Sound Transit following such transfer, either by amending this agreement or entering into a new DSTT agreement. The Parties intend (at the time of the Execution of this Agreement) that if Sound Transit and the County enter into a new agreement for DSTT operations and maintenance, then the new DSTT agreement will supersede this Section 13 as to matters concerning DSTT operations and maintenance.

14.0 PARATRANSIT

14.1 Service Requirements

The County will provide complementary paratransit service as required by Section 223 of the Americans with Disabilities Act of 1990 and as promulgated in 49 CFR Part 37, Subpart F, as amended.

14.1.1 Due to the linear configuration of the Link's rail alignment, the Link paratransit service area shall be a continuous corridor as indicated by the map, which is attached as Exhibit K. A linear corridor extending three-quarters of a mile on each side of the alignment is used to ease the administration of this Agreement.

14.1.2 The following conditions will also be met:

- A. If the County contracts with a Third Party to provide service, Sound Transit will be provided with an opportunity to participate in the contractor evaluation process. Sound Transit will be provided with a copy of the contract and any amendments agreed to during the term. When contracting for this service, the County is not subject to Subsection 3.1.3 of this Agreement.
- B. The County will notify Sound Transit's Accessibility Services Manager of any federal or state Office of Civil Rights or its successor agency ADA complaints arising out of or relating to Link paratransit service and will provide Sound Transit the opportunity to review and comment on the response.
- C. The County will provide Sound Transit with all relevant information on its Link paratransit service so that Sound Transit can report that information to the National Transit Database (NTD) and document it in the WSDOT Summary of Public Transportation Report.

14.2 Eligibility Requirements

The County will provide a copy of the current eligibility requirements to include the application form and appeal process. The County will keep Sound Transit informed of any changes in eligibility requirements or procedures.

14.3 Estimated Cost of Service for Budgeting Purposes

The County will prepare annual estimates of the cost to provide paratransit service in the Link corridor to assist Sound Transit in the development of an annual budget.

14.4 Implementation of Service

14.4.1 Administration of Services

The County will furnish qualified and properly trained personnel as may be necessary to provide the complementary paratransit service under this Agreement. The County will provide and operate the paratransit vehicles and manage all aspects of the paratransit operation including service quality, communications, security, training of its personnel, and safety. Service provided by the County will be consistent with and in accordance with the County's standard operating procedures including emergency procedures, unless otherwise stated. The County will provide copies of all procedures to Sound Transit upon request. The County will provide accident and incident investigation and management for

safety, security, employee and customer issues. If an emergency involving Link paratransit and resulting in property damage, injury, or police presence occurs within the Link corridor, the County will notify Sound Transit within one hour of the accident/incident. The County will also provide emergency management and response for Link paratransit, including adverse weather planning.

14.4.2 Performance Standards

The County will provide Sound Transit a copy of its current performance standards for the provision of paratransit services.

14.4.3 Service Performance Reports

The County will provide service performance data as specified in Exhibit L.

14.4.4 Review

Sound Transit and the County will review the scope and the cost of complementary paratransit service within the Link paratransit service area annually. Following the review, the Parties will negotiate adjustments for compensation as needed.

14.4.5 Paratransit Cost Formula

Sound Transit will pay fifty percent (50%) of the paratransit trip cost having both origin and destination within the Link paratransit service area corridor and fifty percent (50%) of the registration and certification costs for those registered paratransit riders within the Link paratransit service area corridor.

A) Sound Transit Monthly Trip Cost

The Parties will use the average system trip cost to calculate the trip costs in the Link paratransit service area corridor. The cost per trip is limited to the contractor's costs and fuel. The Sound Transit monthly cost is calculated by multiplying the number of trips that have both origin and destination within the Link paratransit service area times the average system trip cost, multiplied by 50%:

$(\text{Number of monthly trips} \times \text{average system trip cost} \times 50\%) = \text{Sound Transit monthly trip cost}$

B) Sound Transit Monthly Registration/Certification Cost

Sound Transit will pay registration and certification costs for fifty percent (50%) of registered paratransit riders who live within the Sound Transit paratransit service area corridor:

$(\text{Monthly certification and registration cost} \times \# \text{ of registered riders residing in Corridor} \times 50\%) = \text{Sound Transit Certification \& Registration Cost}$

C) Sound Transit Total Monthly Paratransit Costs.

Sound Transit's total monthly paratransit costs are equal to the sum of the amounts calculated under 14.4.5.A and 14.4.5.B:

$(\text{Sound Transit Monthly trip cost}) + (\text{Sound Transit Monthly Certification \& Registration Cost}) = \text{Total Sound Transit Monthly Paratransit Cost}$

14.4.6 Travel Training Program

The County will provide travel training services for disabled and senior riders who specifically request training to use Sound Transit Express, Link or Sounder service. Sound Transit will reimburse the County for the estimated cost of one Transit Instructor plus overhead and administrative costs. The County will provide Sound Transit with updated reimbursement expense in the last quarter of each calendar year for the following year of operations. The County will invoice Sound Transit on a monthly basis and provide the training dates, name of the individuals and groups trained, the route/trip number, mode on the with the training was conducted, the total cost of each training session and the cost per person trained. Invoices should be directed to the Director of Commuter Rail, Bus, and Paratransit or designee.

15.0 ADMINISTRATION

15.1 Recruitment/Selection

15.1.1 The County will maintain job requirements, job descriptions, and compensation tables for the Rail Division positions in consultation with Sound Transit. The County must comply with applicable federal, state, and county laws, regulations, and collective bargaining agreements relevant to the recruitment and selection of employees providing service under this contract.

15.1.2 The County and Sound Transit will not discriminate against any employee or applicant for employment because of race, color, religion, creed, marital status, sex, sexual orientation, gender identity or expression, age (except by minimum age and retirement provisions), national origin, veteran status, or the presence of any sensory, mental or physical disability unless based upon a bona fide occupational qualification, and the County and Sound Transit will comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit such discrimination.

15.1.3 The County will conduct competitive recruitment processes open to both internal and external applicants that result in highly qualified individuals being selected for the Rail Division. If evening shifts are required, the County will provide this specification in the job posting. The County will include Sound Transit in the interviewing, and selection process, and will regularly apprise Sound Transit at each step of process. The County will have full responsibility for the design, development, and implementation of recruiting strategies, selection processes, job analysis, classification, compensation, testing, employment decisions, screening tools, and relevant background checks for applicants who will be operating and maintaining Link.

15.1.4 The County will consult and include Sound Transit in the recruitment and selection of all leadership positions. If the Sound Transit Director of Link Light Rail is unable to participate in the interview process, the Executive Director of Operations for Sound Transit will be included in leadership position interviews, or his or her delegate as directed. "Leadership" for purposes of this section includes all supervisor and manager positions above the rank of chief and Sound Transit will be included in the interview, recruitment and hiring process and can provide input into final selections. The County will include Sound Transit in the annual

performance evaluation process for all leadership positions, subject to relevant provisions in the collective bargaining agreements.

- 15.1.5 The County will include Sound Transit in the recruitment and selection of the head of the Link Light Rail Division and his/her annual evaluation performance process. The Chief Executive Officer of Sound Transit must concur in the King County Metro general manager's recommendation for the selection of the head of the Rail Division by before that recommendation moves forward.

15.2 Unsatisfactory Employee Performance and Employee Conduct

- 15.2.1 The County will ensure that Rail Division employees perform their jobs in a satisfactory manner. In the event an employee fails to perform satisfactorily or whose conduct is found to be unsatisfactory, the County will take appropriate corrective measures. Further, if Sound Transit becomes aware that a Rail Division employee is not performing satisfactorily, such information will be reported to the County. Sound Transit may request that appropriate action be taken with respect to any Rail Division employee whose performance causes a legitimate concern to Sound Transit. However, determination of any appropriate sanctions or actions rests with the County, which will be obligated to deal responsibly and responsively to such Sound Transit request.

- 15.2.2 The King County Director of Rail Operations, and others as needed, will meet with Sound Transit regularly to discuss and monitor employee performance issues as they arise to prevent the necessity of further actions. This includes, but is not limited to, pending arbitrations, concerns about employee performance and/or recommendations on any proposed serious disciplinary actions, and consideration of impacts on other employees if returned to the Rail Division. The County will provide Sound Transit with briefings regarding any serious disciplinary action up to and including proposed suspensions and terminations. Sound Transit will have the right to formalize and document any of these concerns and to submit them to the Director of the Rail Division and the Assistant General Manager of Employee Services. The Director of the Rail Division is required to confirm, in writing, receipt of Sound Transit's formalized and documented concerns.

- 15.2.3 When the County is aware of a safety violation that could lead to termination has been committed by an employee, the employee will be removed from the position (e.g. placed on paid administrative leave) by the responsible supervisor, effective immediately, unless this action conflicts with the relevant collective bargaining agreement.

15.3 Uniforms

- 15.3.1 Sound Transit will determine which job classifications in the Rail Division require the use of uniforms. Sound Transit will select uniforms for those classifications. The County will manage the uniform contracts including any contractual or task specific uniform requirements. Standardization will extend to all uniforms and items such as, safety vests, jackets, hats, foul weather and rain gear. All maintainers' uniforms regardless of craft will be of one standard issue across all crafts unless an alternate item is justified and approved by Sound Transit.

15.3.2 The County may purchase and allow Rail Division employees to wear a standardized lapel pin, no greater than 1 inch in size, to identify staff as County employees.

15.4 Appearance Standards

All employees working on Link are expected to be neat and clean when they are performing their work. The County will apply appearance standards approved by Sound Transit to Rail Division employees and contractors providing service under this Agreement. Sound Transit may conduct checks of the appearance of the County's employees and employees of their contractors and will report any issues to the County for proper action.

15.5 Drug Use and Alcohol Testing Program

Sound Transit prohibits the illegal manufacture, distribution, possession, or use of any controlled substance on Sound Transit property or equipment.

15.5.1 The County will establish, implement, and maintain a drug and alcohol testing program that complies with 49 CFR Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and, to the extent provided by law, permit any authorized representative of the United States Department of Transportation or its operating administrations, and Sound Transit, to review the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and audit the testing process and documentation with reasonable notice.

15.5.2 The County will certify annually its compliance with Part 655 by March 1 of each year of the Agreement and submit the Management Information System (MIS) reports by March 1 of each year of the Agreement to the Link Operations Manager or designee. To certify compliance, the County will use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants" and "Cooperative Agreements," which is published annually in the Federal Register.

15.5.3 The County will submit to Sound Transit written evidence of a program and certify compliance with the regulations including a copy of the Policy Statement developed to implement its drug and alcohol testing program, prior to commencement of service under this Agreement. The County further agrees to notify Sound Transit in writing of any changes or modifications to its drug and alcohol-testing program prior to implementing such changes or modifications.

15.6 Human Resources Information

The County will provide Performance Reports and information regarding Human Resources activities as provided in the attached Exhibit L.

15.7 Benefits and Records

The County is responsible for all payroll, benefits and employee records for the staff in the Rail Division.

15.8 Performance Monitoring

The County is responsible for the ongoing performance management of its employees and will provide copies of their ongoing performance monitoring programs and tools for the Rail Division employees to Sound Transit upon request. The County will monitor and report on performance monitoring and related progress during the Joint Leadership Team meeting.

15.9 Labor Relations

15.9.1 Compliance with Laws

- A. The County will comply with current and future laws and decisions of courts, administrative bodies and arbitrators, regulations, collective bargaining contracts, and other labor-related agreements applicable to the County's performance of labor relations activities and this Agreement. Nothing in this Agreement may be construed as requiring the County to take any action that would violate current and future laws and decisions of courts, administrative bodies and arbitrators, regulations, collective bargaining contracts, and other labor-related agreements.
- B. If a provision of this Agreement is or becomes in conflict with laws, regulations or decisions of courts, arbitrators, administrative judges or examiners, or quasi-judicial administrative bodies whose decision have a precedential effect on the County's labor relations activities with regard to the Work, the Parties will amend this Agreement to eliminate the conflict.

15.9.2 Notice

The County will promptly inform Sound Transit of any notice from a union representative which proposes terms in a collective bargaining agreement covering Rail Division employees that conflict with the terms of this Agreement or materially change the terms of said collective bargaining agreement. Before negotiating such a change, the County will provide Sound Transit with an analysis of the potential effects of the proposed change on the County's ability to comply with the terms of this Agreement and the cost of performing Link Work.

15.9.3 Reimbursement

Sound Transit will reimburse the County for the costs incurred by the County in complying with obligations under current and future laws, regulations and decisions of courts, arbitrators, administrative judges or examiners, or quasi-judicial administrative bodies. Provided, however, in the event this Agreement is terminated based upon the County's default, or is terminated by the County for its convenience, then the County will be responsible for the labor costs, if any, that arise from the termination under the County's collective bargaining agreements, ordinances, policies, and procedures, including but not limited to terms and conditions regarding seniority and layoff procedures.

15.9.4 13(c)

As a condition of Sound Transit's receipt of federal grant funds to acquire capital assets in connection with Link, Sound Transit and various unions representing transit employees in the Sound Transit service area have entered into an "Agreement Pursuant to Section 13(c) of the Federal Transit Act," dated February 29, 1996 and as amended March 30, 1999 (hereinafter referred to as Sound Transit's 13(c) Agreement). Sound Transit will reimburse the County for the cost of complying with all 13(c) agreements applicable to

Rail Division employees. Provided, however, in the event this Agreement is terminated based on the County's default, or is terminated by the County for its convenience, then the County will be responsible for the costs, if any, that arise from a provision in the County's 13(c) agreement(s) that affords a greater benefit to a subject employee than is afforded in Sound Transit's 13(c) agreement(s). Before responding to 13(c) issues, the County will confer with Sound Transit and obtain Sound Transit's approval for the response.

15.10 Apprenticeship Programs

The Parties will develop apprenticeship programs in selected trade classifications. The Parties will jointly determine the implementation of the programs. The programs will recognize that workforce diversity is valued and encouraged.

15.11 Reasonable Access to Employment-related Records

Sound Transit will provide the County with reasonable access to information contained in Sound Transit's email and information technology systems for purposes of conducting Link-related employment investigations and defense of employment-related lawsuits or claims brought by County employees in the Rail Division.

16.0 AUDITS, INSPECTIONS AND REPORTS

16.1 Audits, Financial and Environmental Records and Inspections

The County will provide Sound Transit, the State Auditor, and any of their representatives with full access to, and the right to examine, the County's records with respect to all matters covered by this Agreement and Link facilities. The County will permit such representatives to audit, examine, and make excerpts or transcripts from such records, agreements, invoices, materials, payrolls, and other matters covered or related to this Agreement. Subject to applicable law and collective bargaining agreements, and upon reasonable advance notice to the County's designated representative, the County will make appropriate employees available with County representation for interview by such auditors and ensure timely and appropriate response to requests for information.

16.2 Quality Assurance/Performance Audits/Oversight Audits

Sound Transit will conduct quality assurance and performance/oversight audits to determine the quality of rail operations and maintenance of Sound Transit vehicles, systems, equipment, and facilities. These audits may include any or all aspects of the operation and activities contained in this Agreement.

16.3 Review

Sound Transit will review the results of the audits with the County and determine if any additional action is needed.

16.4 Reimbursement

The County will cooperate fully with Sound Transit, the State Auditor, a federal agency auditor or any independent auditor chosen and retained by Sound Transit for auditing costs incurred under this Agreement. Sound Transit will reimburse the County for additional documented costs associated with copying.

16.5 Retention of Records

The County will provide copies of the records pertaining to the Work to Sound Transit, and

records pertaining to the cost of the Work will be maintained as prescribed by the State Auditor's Office. Sound Transit will reimburse the County for additional documented costs associated with copying. All documents, books, papers, accounting records, and other materials pertaining to this Agreement must be retained by each Party in accordance with their respective records retention schedules. Provided, however, records pertaining to the cost of the Work must be retained for six years, or for the length of time required by the State's public records laws if longer than six years; and in the event of litigation or settlement of Claims arising from the performance of this Agreement, each Party must maintain these records until all such litigation, appeals, Claims, or exceptions are finally resolved.

17.0 PERFORMANCE

17.1 Performance Responsibility

The County will provide a cost-efficient, high-quality light rail service that is dependable, comfortable, convenient, clean, safe, and secure, and perceived as such by the customers and citizens of the community it serves. The County will provide this service in a cost-effective and efficient manner. Sound Transit will hold the County accountable to meet the agreed-upon service standards as provided in this Section 17 and subject to the Dispute Resolution procedures in Section 25.

17.2 Performance Standards

The Performance Standards, set forth in the attached Exhibit C, are provided to measure quality of service and productivity, to encourage excellence, and to quickly identify and remedy problem areas. Sound Transit will provide applicable data to enable the County to produce reports in a timely manner and the County will evaluate the data to determine if corrective action is needed to meet performance standards. If the County determines that corrective action is needed, then the County will develop and submit a written corrective action plan and timeline to Sound Transit no later than the following Joint Leadership Team meeting for approval. The County will monitor and report on progress during the Joint Leadership Team meeting.

17.3 Incentive Programs

The County will implement and maintain individual and team recognition programs that encourage safety, customer service, attendance, professionalism, and outstanding performance of the Rail Division employees. The County will present such planned programs to Sound Transit for review and approval. The following principles are the basis for the program:

- A. The performance indicator improves the overall Link service to the public and keeps costs contained.
- B. The riders and public recognize the indicator as important to them.
- C. Incentives will be established at selected performance intervals.
- D. The incentive encourages employee participation.
- E. The Performance Standards are used in developing the programs.

17.4 Customer Perception Survey

Sound Transit will establish an annual Customer Perception Survey that will include seven

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areas to be measured: system cleanliness, on-time performance, customer service, employee performance, mechanical reliability, security, and safety. Sound Transit will share the results of the survey with the County for discussion and development of action plans as needed.

17.5 Performance Reporting

17.5.1 In addition to the indicators described in Exhibit C the County will provide all required information identified in Exhibit L. This information will accompany the monthly invoice due on the 25th day of every month and cover service from the previous month.

17.5.2 Sound Transit will use the Performance Reports and Performance Standards information to monitor the County's performance. Sound Transit will provide feedback, as appropriate, with the objective of improving overall performance and efficiency. This information will assist in assessing the County's performance for agreement extension. All raw data used to complete the Performance Report will be maintained by the County over the period of this Agreement and will be furnished to Sound Transit within ten (10) days, upon request.

18.0 INFORMATION REPORTING; SPECIAL NOTIFICATION MATTERS

18.1.1 Reporting Requirements

The County will provide Sound Transit a report with the monthly invoice due on the 25th of every month for service from the previous month. The County will provide reported data, as electronic extractions, to Sound Transit in a format to be determined by the Parties. Information regarding the data requirements to be submitted with the monthly invoice is available online at websites to be identified by Sound Transit. These data requirements may change as necessitated by the FTA. All reports are the property of Sound Transit. The County may not disclose the contents of these reports without prior written notification and consultation with Sound Transit.

18.1.2 NTD Reports

Sound Transit is responsible to report to NTD all employee and operating data related to light rail operations as LR-DO. The County will provide Sound Transit all required information needed to report to NTD in a timely manner for Sound Transit to report by the April 30 deadline. The County and Sound Transit will complete a preliminary reconciliation of all reported NTD data no later than March 31. This includes but is not limited to financial, operating and service data. Furthermore, all financial accruals are to be included as part of the reconciliation process and mutually agreed upon with adequate supporting documentation no later than March 31. If any additional reconciling items are identified after March 31 but prior to the completion of each agency's financial audit, the reconciling items, unless material to the financial statements of either one or both Parties, will be considered a cost of the next fiscal period. Such determinations will be reviewed on a case-by-case basis and made by the Controller and Finance Manager of Sound Transit and the County, respectively.

18.2 Ridership Information

The County will collect and compile Sound Transit ridership data using on-board Automatic Passenger Counters. The County will transmit ridership data to Sound Transit

on a monthly basis. Sound Transit is responsible for completion of the NTD reports using ridership information provided by the County.

18.3 Daily Service Report

The County will provide a daily service report by 0900 hours each morning to Sound Transit employees identified by the Director of Light Rail Operations.

18.4 Notification of County Policy Changes that may substantially affect Link

The County's Rail Division Director or the Director's delegates will timely notify Sound Transit's Operations Director of material changes to (i) relevant provisions of the County code or County administrative rules, or (ii) Executive or Metro Transit Department policies if, in the County's reasonable opinion, such changes may substantially affect the County's performance of the Work or Sound Transit's costs under this Agreement.

18.5 Link Shared Cost and Budget Change Notification

Consistent with Exhibit N, the County will identify and discuss with Sound Transit any proposed changes to estimated costs, Link Shared Cost definitions, or allocation methods (or any of them) as soon as the County becomes aware that such changes may be necessary. Without limiting the prior sentence, the County will identify any such issues for discussion with Sound Transit prior to the Parties' annual operating expense budgeting and reconciliation process so that such matters may be thoroughly discussed prior to such process. The purpose of this notice and discussion requirement is to provide an opportunity for the Parties to meet and discuss proposed changes to estimated costs, Link Shared Costs, or allocation methods as needed or as may be requested by Sound Transit or the County.

18.6 Notifications regarding County's Collective Bargaining of Labor Agreements Affecting the Rail Division

The Parties recognize that there is a nexus between Link operations and the County's labor agreements that pertain to County staff in the Metro Transit Department's Rail Division. In advance of the County's collective bargaining regarding those agreements, Sound Transit will communicate to the County regarding matters of interest to Sound Transit. The County will report back to Sound Transit on the status of those items after the collective bargaining process is complete.

19.0 MATERIAL AND WARRANTY MANAGEMENT

19.1 Warranty Administration and Tracking

19.1.1 Sound Transit will administer and execute contractual warranties and warranty Claims pertaining to Link.

19.1.2 The County will initiate warranty Claims using the Sound Transit EAMS system for work order management. The EAMS system will default for initial warranty periods where appropriate; however, the County must use its best efforts to pursue warranty Claims for all assets when creating work orders by flagging 'warranty' whenever the possibility exists.

19.1.3 Warranty work orders that have parts issued to them will follow parts issuing and inventory procedures for Claim credits. Failed warranty parts will be returned to the Maintenance Service Center (MSC) for safekeeping pending final disposition. The

County must not, whether by act or omission, void or diminish the effectiveness of any warranty provided by a manufacturer, or a vendor, or both.

19.1.4 The County will coordinate vendor provided repairs and or replacement as necessary. Sound Transit will provide final direction.

19.2 Material Management

The County will maintain agreed-upon inventory levels and manage the inventory through the Sound Transit EAMS system.

20.0 ENVIRONMENTAL MANAGEMENT

20.1 Environmental Management Compliance Program

20.1.1 The County will update and maintain an Environmental Management Compliance Program that identifies environmental laws, regulations, and ordinances that apply to operating the light rail system, describe how it will comply with them during operations, and identify or list what type of plans and procedures shall be put in place to comply with them. The program will also provide direction on environmentally sustainable practices. The County will keep the program current, track progress, and report regularly to Sound Transit on program requirements and progress. The tasks of the Environmental Management Compliance Program are listed in Exhibit I.

20.1.2 The County will meet environmental laws, regulations, and ordinances applicable to operating and maintaining Link and any additional measures established in the Environmental Management Compliance Program. The County will document and update the program and its requirements. When program updates are needed or required by law, Sound Transit will have an opportunity to review prior to the County's final approval.

20.1.3 Environmental clean-up will be guided by the processes and procedures included in the current Spill Response Plan SMP 25.19.

20.1.4 In addition, the County will identify a contact person for environmental compliance issues during Link operation. This person will have overall responsibility for environmental compliance and the County will make that person or a qualified substitute accessible 24/7.

20.2 Environmental Monitoring Requirements

20.2.1 Sound Transit will determine if the County will perform any environmental monitoring to meet environmental regulatory and resource management agency requirements, or whether Sound Transit will do it. If Sound Transit decides that the County should conduct such monitoring, Sound Transit Environmental Staff will provide the County with a list of such duties and Sound Transit will review and update the list annually. Such monitoring may include, but is not limited to ground water monitoring, storm water monitoring, and periodic inspection and maintenance of areas developed as part of the environmental mitigation required for system development.

20.2.2 Environmental monitoring costs are not included in the Baseline Cost and will be determined when the monitoring agreements are provided to the County by Sound Transit. Sound Transit will reimburse the County for its actual costs associated with such monitoring.

20.3 Environmental Notification Responsibilities

20.3.1 Sound Transit will provide the County with the location of any known hazardous substances on Sound Transit Link properties operated by the County. Upon notice from Sound Transit, the County will be responsible to notify its employees, staff, contractors, and vendors of the location of known or potential presence of contamination of any area where there is a potential for exposure to hazardous substances.

20.3.2 The County will notify Sound Transit in advance of any scheduled compliance inspections by regulatory agencies to allow Sound Transit to attend as applicable.

20.3.3 Several sensitive areas and buffers (wetlands and streams) exist within the Link right-of-way. Sound Transit will notify the County of the location of these areas. The County will avoid alteration and landscape maintenance in these areas except as directed by Sound Transit and consistent with applicable law.

21.0 PROCUREMENT AND CONTRACTING

21.1 Sound Transit will purchase all new and replacement vehicles and equipment.

21.2 As described in Subsection 3.1.3, the County will not contract any obligations it has under the Agreement without prior approval by Sound Transit.

22.0 COMPENSATION

Sound Transit will compensate the County for its Work associated with Link Operations and Maintenance and Paratransit, under the terms of this Section.

22.1 Baseline Cost

Baseline Cost refers to the annual cost of the Work to provide the scheduled level of service identified in the Link Operations Plan. Sound Transit will reimburse the County monthly for these services according to the Baseline cost estimate established under this Section and subject to reconciliation.

22.1.1 Establishment of the Annual Baseline Cost

The Annual Baseline Cost is the annual cost for the Work that is specified in the annual Link Operations Plan. This initial Baseline Cost informs invoicing and adjustments to the Baseline Cost through Task Orders. Baseline cost is calculated using the following process:

A. Cost Summary

The Annual Baseline Costs consists of the following elements:

1. Link Direct Costs

There are two types of Link Direct Costs: labor and non-labor.

- a) Labor costs for employee positions in the Staffing Plan, for employees who are wholly and exclusively employed in the Rail Division.
 - i) The County's Staffing Plan is presented in chart form, and illustrates the lines of reporting among organizational units, highlights the Link Division and identifies the staff (by position) within the units comprising the Rail Division. Any changes to the annual Staffing Plan must be approved and budgeted by Sound Transit
- b) All non-labor costs that are separable for the Rail Division and are unburdened from any form of overhead or support costs from organizational units that are not wholly and exclusively associated with the Rail Division. Non-labor Link Direct Costs include services (such as Third-Party contracts), materials and supplies (other than those paid directly by Sound Transit), utilities, Claims handling and risk administration, and miscellaneous costs.

2. Link Shared Costs

Link Shared Costs are the costs of resources that are shared among the Rail Division and other County services, where each service receives some pro rata share of the cost. Supporting details for these shared costs are provided in Exhibit N. The methodology and calculation will be documented as described in Section 22.1.1.C and reviewed on an annual basis in conjunction with the Annual Review of Baseline Cost as provided in Section 22.1.2.B. Shared Costs must have a demonstrable, documented calculation methodology to be eligible for reimbursement.

3. Total O&M Costs

Total O&M Costs are the sum of Link Direct Costs and Link Shared Costs described above.

B. Documentation of Link Direct O&M Costs

Labor costs comprise wages, salaries, and fringe benefits. Annual cost submittals will detail the number of FTEs assumed per position, the annual cost of each position, and a total estimate for the year. The positions included in this estimate must reconcile to the annual Staffing Plan chart described in Section 22.1.1.A.

C. Documentation of Link Shared Costs

Not later than October 31 of each calendar year during the Term, KCM staff will provide Sound Transit with all labor and non-labor costs that are allocated to Link and shared with other County operations in order to calculate the subsequent year's Baseline Cost.

22.1.2 Revisions to the Baseline Cost for Link

- A. Changes to the Baseline Cost for the following year may be proposed by either Party but may be affected only by mutual agreement. Sound Transit retains the right to approve any changes to the scope of the Work included in the Baseline Cost and the Staffing Plan, which approval will not be unreasonably withheld, conditioned, or delayed.

B. Annual Review of the Baseline Cost

The Parties will meet during the second quarter of each year to review and adjust the Baseline Cost to reflect current information about Link operation and maintenance.

C. Annual Review of Cost-Containment Measures

The Parties expect that Link will be operated at a cost and performance consistent with that of comparable light rail systems. Therefore, a Joint Leadership Team, will review cost-containment measures annually or more frequently if issues arise. The Joint Leadership Team may ask County staff to recommend further cost containment measures, and the County will do so.

22.1.3 "Not to Exceed" Cost

Once the Baseline Cost is established for the upcoming calendar year, it will be interpreted as a "not to exceed" cost. The County will not exceed the Baseline Cost without written permission from Sound Transit as provided for in Subsections 22.1.4, 22.1.5, or 22.1.6. Notwithstanding the preceding sentence, the County is not required to subsidize Sound Transit for the performance of the Work.

22.1.4 Compensation for Changes in the Operating Plan

Changes may need to be made to the Operating Plan, levels of staffing, unforeseen work or costs or Party responsibilities that were not anticipated when the Annual Baseline Cost was calculated. Such changes may alter the assumptions used in developing the Baseline Cost and may require expenditures by the County in excess of the Baseline Cost for the current year in order to provide the level of service Sound Transit desires. These additional expenditures may be allowed prior to the Annual Review if authorized by negotiated task order. Task orders may be proposed in writing and with appropriate business justification by either Party or must be approved by the Parties' Designated Representatives. Such approval is not to be unreasonably withheld, conditioned, or delayed. A proposed task order will include a not-to-exceed estimated cost and written documentation of that estimate. If Sound Transit does not approve the task order, then Sound Transit will provide an explanation.

22.1.5 Increased Operating Costs Due to Link System Expansion

Before implementing track extensions, additional stations, or additional Link facilities, the Parties must agree to a start-up plan, including staffing and other costs in accordance with Section 5 of this Agreement. Such costs may represent an increase to the Baseline Cost.

22.1.6 Other Cost Adjustments

One-time costs may arise from events such as emergencies or other material matters such as legal services that are beyond the County's control. In an emergency, the County will contact the Sound Transit Director of Light Rail, who may approve an expenditure via email; and then within twenty-four hours of the emergency, the County will provide Sound Transit with a written description of the Work, a proposed timeline for completing the Work and an estimated cost. Except in emergencies, the County will provide Sound Transit with a proposed task order, including written documentation of the proposed cost for Sound Transit's review and approval.

22.1.7 Pro Rata Benefits

When the County charges Sound Transit for the cost of labor expense, the County will

reduce its charge to Sound Transit by a pro rata amount to account for the fact that payout of accrued Vacation Pay and Sick Leave Pay for direct Link staff may include a payout for time accrued when those staff were not direct Link staff (i.e. they were working for King County outside of the Link organization). This reduction will be calculated once annually as part of the reconciliation process for the previous year. The calculation of the labor expense reduction will be based on several factors:

- A. The number of hours of Vacation Pay and Sick Leave Pay paid out to qualified direct Link employees;
- B. The multiplier factor for Vacation Pay (100%) and Sick Leave Pay (35%);
- C. The percentage of employment time that each employee receiving a leave payout spent as a non-direct Link employee (working for King County, but outside the Link organization);
- D. The wage rate that each employee was receiving in his or her position with King County directly prior to transferring into the Link organization;
- E. The current federal Social Security/FICA rate (currently 7.65% below threshold, 1.45% above threshold) will be applied to the payout calculation.
- F. When the County offers retirement incentives and the employee exercises these, the County will credit Sound Transit for 100% of the incentive amount, including the employer's percentage of Social Security on the incentive.

22.1.8 The Parties also recognize that the County may pay out accrued Vacation Pay and Sick Leave Pay for King County employees who, at some point in their career, accrued time as direct Link employees but are now County employees outside of the Link organization. To the extent that King County can identify such employees and payouts in the future, the calculation of the labor expense reduction will be offset (i.e., the labor cost expense will be increased) by a pro rata amount of the accrued leave payout based on the following factors:

- A. The number of hours of Vacation Pay and Sick Leave Pay paid out to the identified County employees;
- B. The multiplier factor for Vacation Pay (100%) and Sick Leave Pay (35%);
- C. The % of employment time that each employee receiving a leave payout spent as a direct Link employee (working in the Link organization);
- D. The wage rate that each employee was receiving in his or her position with the Link organization directly prior to transferring out of it;
- E. The current federal Social Security/FICA rate (currently 7.65% below threshold, 1.45% above threshold) will be applied to the payout calculation.

22.2 Paratransit Costs

Sound Transit will compensate the County for the provision of required paratransit services in the Link corridor (shown in Exhibit K) as provided in Subsection 14.4.5. The Parties will negotiate any proposed changes to the paratransit costs during the annual review under section 22.1.2.

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22.3 Invoices and Payment

The County will submit a completed monthly invoice with the required reports to Sound Transit by the 25th day of each month, for Work provided during the previous month. The amount invoiced should include:

- A. One-twelfth of the annual Baseline Cost for the current year;
- B. Actual monthly paratransit costs based on Sections 14.4.5 and 14.4.6; and
- C. Any other costs that have been approved in advance on a task order basis by Sound Transit.

The invoice must be complete, or it will not be processed. Invoices must be accompanied by all required monthly reports as noted in Exhibit L. In addition, King County will provide a spreadsheet of detailed actual direct expenditures to allow comparison of budget versus actuals by unit and account. Sound Transit will notify the County within ten business days of receipt if the invoice is incomplete. The County will send invoices to:

Sound Transit Address for Payment and Reimbursement:

Accounts Payable
Central Puget Sound Regional Transit Authority
401 South Jackson Street
Seattle, Washington 98104-2826

Or such other address as Sound Transit may specify by giving notice as set forth elsewhere in this Agreement.

Sound Transit will pay the County within thirty days of receipt of a completed invoice. Sound Transit will send invoices to:

Accounts Receivable
King County Metro Transit Department
201 S. Jackson Street
Seattle, Washington 98104-2826

Or such other address as the County may specify by giving notice as set forth elsewhere in this Agreement.

22.4 Reconciliation

During the financial data review described in Section 18.1.2, the Parties will reconcile actual costs with estimated costs as follows:

22.4.1 For Baseline Costs, the County's actual costs to perform the Work included in the Baseline Cost will be compared to Sound Transit's payments for Baseline Costs under Section 22.1.

22.4.2 If an overpayment or underpayment is found, the Parties will meet and confer on a timely resolution and determine appropriate refunds or payments so that each Party can incorporate the amount in the appropriate fiscal year as determined by generally accepted accounting principles.

22.5 Sound Transit Audit

Sound Transit may audit the County's financial records, process, and methodology regarding its Work under this Agreement, including during the Annual Review. Sound Transit may, at its discretion, use an independent auditor to review the process and methodology used by the County in its Annual Review. The County will provide Sound Transit or its designated auditor access to documentation related to the Annual Review, including, but not limited to, reports, documents, spreadsheets, and electronic files to the extent permitted by law.

22.6 Government Taxes, Assessments and Fees Reimbursement

Sound Transit will pay all federal, state and local taxes, assessments and fees, including but not limited to sales taxes, that are required to be paid by Sound Transit or the County in connection with the Work (herein "Tax" or "Taxes"). The Parties anticipate that Taxes paid by the County in connection with its purchase of goods and services from Third Party contractors will be invoiced by the County and paid by Sound Transit in accordance with Section 22.2.2, "Invoices and Payments." The Parties anticipate that any other Taxes that are required to be paid by Sound Transit or the County in connection with the Work, including any sales Taxes that may be due with regard to services performed by the County, will be paid directly by Sound Transit unless Sound Transit requests the County to collect a Tax via the monthly invoice and specifies the basis on which the Tax is to be calculated. Regarding Taxes directly paid by Sound Transit in the previous sentence, Sound Transit will defend, indemnify, and hold harmless the County from and against any liability if Taxes are not paid as required.

23.0 STATUTORY REQUIREMENTS

23.1 Federal Funding Requirements

23.1.1 General

If Sound Transit plans to utilize federal financial assistance to pay for any County Work under this Agreement, it must notify the County at least 120 days in advance and meet with the County to determine the cost and any other impacts of such utilization. To the extent federal funds are utilized, the County will comply with any applicable federal contract and funding requirements attached as Exhibit O. The Baseline Cost incorporates the Parties' current understanding that Sound Transit intends to seek and apply federal capital assistance for preventative maintenance.

23.1.2 Third Party Contracts

If Sound Transit notifies the County, as provided in Subsection 3.1.3, that federal funds are to be utilized for a Third-Party contract to be entered into by the County in performing the work or services under this Agreement, the County must incorporate the contract provisions in Exhibit O.

23.1.3 13(c) Labor Relations

With respect to the County employees covered by Sound Transit's 13(c) Agreement, the County will comply with the terms of Sound Transit's 13(c) Agreement in the provision of services under this Agreement.

23.2 DBE Requirements

- 23.2.1 It is the policy of Sound Transit and the Federal Department of Transportation that disadvantaged businesses, which as defined in Sound Transit's Disadvantaged Business Enterprise Program include businesses certified as minority, women, and disadvantaged business enterprises (M/W/DBEs) and other certified small businesses, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. This policy is stated in Sound Transit's Guiding Principles and Implementation Policies for Employment and Contracting (Sound Transit Motion Nos. 17 and 29), RCW 39.19.120 and 49 CFR Part 26 and are hereby incorporated herein by this reference.
- 23.2.2 The County will ensure that disadvantaged and/or certified small businesses as defined above have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the County will take all necessary and reasonable steps in accordance with said Sound Transit program and policies and said federal regulations to ensure that certified disadvantaged and small businesses have the maximum opportunity to compete for and perform subcontracted Work. The County will ensure its sub-consultants make affirmative efforts to utilize minority, women, and disadvantaged businesses in subcontracts. The County may not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, gender identity or expression, age (except by minimum age and retirement requirements), nationality, marital status, veteran status, or the presence of any sensory, mental, or physical disability in the award and performance of any subcontracts.

23.3 Civil Rights

23.3.1 Nondiscrimination Generally.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, federal transit law at 49 U.S.C. § 5332, and King County Code Chapters 12.18 and 12.22, the County and Sound Transit will not discriminate against any customer, employee, or applicant for employment because of race, color, creed, national origin, sex, gender identity or expression, marital status, veteran status, parental status, age (except by minimum age or retirement requirements), disability, or use of a service or assistive animal by an individual with a disability. In addition, the County and Sound Transit will comply with applicable federal implementing regulations (particularly 49 C.F.R. Part 21 and 49 C.F.R., Part 37, Subpart G) and other implementing requirements FTA may issue, such as FTA C4702.1B.

23.3.2 Title VI Complaints.

- A. The County will designate a responsible employee and adopt and implement a Title VI complaint process in accordance with FTA C 4702.1B. The County will provide a copy of its Title VI complaint process to Sound Transit upon the execution of this Agreement, and when amended.

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- B. In accordance with the 49 C.F.R. Part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation---Effectuation of Title VI of the Civil Rights Act of 1964) and FTA C 4702.1B, the County will ensure that operators, customer service staff, and other pertinent public facing staff are proficiently trained to perform their duties with regard to Title VI requirements for public transit, and treating customers with respect and courtesy without regard to race, color, or national origin.
- C. The County will comply with the Sound Transit Partner Agency Title VI Complaint Procedures when Title VI complaints are received, including, in particular the County will (i) notify Sound Transit via e-mail at stdiscriminationcomplaint@soundtransit.org regarding all Title VI complaints the County receives with regard to its responsibilities under this Agreement, and (ii) report all Title VI activity on the Transit Integration Group Monthly Report under the Title VI tab.
- D. The County will transmit all Title VI complaints regarding Link service to Sound Transit's Office of Business and Labor Compliance, which will be responsible for processing and responding to all Title VI complaints.

23.3.3 Title VI Training

- A. By February 1 of each year, the County will provide Sound Transit's Office of Business and Labor Compliance with written verification of training regarding implementing the provisions of Title VI for existing operators, customer service and any other public facing staff and will demonstrate training for new hire operators, customer service and any other pertinent public facing staff is conducted.
- B. The County will provide copies of curricula and the opportunity for Sound Transit's Office of Business and Labor Compliance to comment on curricula.
- C. At the County's request, Sound Transit's Office of Business and Labor Compliance will assist the County in developing its training requirements.

23.3.4 Assistive Materials and Required Documentation.

- A. Sound Transit will provide limited English proficiency passenger cards and make them available to the County. Each day the County will ensure that the cards are placed on the rail cars.
- B. By February 1 of each year, the County will verify in writing to Sound Transit's Office of Business and Labor Compliance that the Title VI Notice of Rights are posted on all Sound Transit vehicles in service out of Metro bases.
- C. By February 1 of each year, the County will provide to Sound Transit's Office of Business and Labor Compliance an electronic copy of its current FTA-approved Title VI Program.
- D. The County will provide Sound Transit's Office of Business and Labor Compliance with an electronic copy of its FTA final Triennial review report within 2 weeks of its receipt from the FTA and any letter from the FTA disclosing deficiencies within 2 weeks of their receipt from the FTA. The County will provide additional information at Sound Transit's request.

- E. The County will report to Sound Transit on Title VI performance related to complaints and changes to its program.

23.3.2 Equal Employment Opportunity

The following equal employment opportunity requirements apply to this Agreement:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. §5332, the County and Sound Transit will comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Work, as well as King County Code chapter 12.18A, the County's Priority Hire Program. The County will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, gender identity or expression, marital status, disability or use of a service or assistive animal by an individual with a disability, or age (except by minimum age or retirement requirements). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and federal transit law at 49 U.S.C. § 5332, the County and Sound Transit will refrain from discriminating against present and prospective employees for reason of age except by minimum age or retirement requirements.
- C. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the County and Sound Transit will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

23.4 Other Requirements

The County and Sound Transit will comply with all applicable federal and state regulations, including but not limited to, the following:

- A. Rail System Safety – Ref: 49 CFR 659
- B. National Transit Database reporting requirements – Ref.: 49 CFR 5335 and 49 USC 5335
- C. WISHA Safety and Health Standards
- D. Federal and state environmental regulations, including but not limited to: Toxic Substances Control Act (TSCA); 15 U.S.C. § 2601 et seq. (1976); Resource Conservation and Recovery Act (RCRA); 42 U.S.C. § 321 et seq. (1976); Pollution

Prevention Act (PPA); 42 U.S.C. 13101 and 13102, § et seq. (1990); Chapter 173-180 and 181 WAC, Facility Oil-handling Operations And Design Standards; chapter 173-340 WAC, Model Toxics Control Act; chapter 173-360 WAC, Underground Storage Tank Regulations; chapter 173-303 WAC, Dangerous Waste Regulations; chapter 173-400 WAC, General Regulations For Air Pollution Sources.

24.0 DESIGNATED REPRESENTATIVES

To ensure effective cooperation, each Party will designate representatives responsible for communications and coordination between the Parties. Designated Representatives are responsible for coordinating input and work of other staff members; annual review of the costs and Staffing Plan; revising or preparing exhibits and amendments to this Agreement; and for identifying and resolving issues. The contact information of the current Designated Representatives is provided in Exhibit M. Each Party may unilaterally update its contact information in Exhibit M as necessary by providing an amended copy of Exhibit M to the Designated Representative of the other Party in accordance with Section 32.7.

25.0 DISPUTE RESOLUTION

Sound Transit and the County will use their best efforts to resolve any disputes arising under this Agreement using good faith negotiations. Sound Transit's Director of Light Rail Operations will communicate regularly with the County's Rail Division Director to discuss the status of the tasks and services to be performed and to prevent disputes from arising. Except, as otherwise provided, in this Agreement, the Parties will use the following dispute escalation process.

25.1 Step One

Sound Transit's Director, Light Rail Operations and the County's Rail Division Director will confer and attempt to resolve the dispute within ten business days of written notification by either Party.

25.2 Step Two

In the event Sound Transit's Director, Light Rail Operations and the County's Rail Division Director are unable to resolve the dispute within ten business days as provided in Step One, either Party may refer the dispute to Sound Transit's Executive Director, Operations and the County's Deputy Transit General Manager. They will confer and attempt to resolve the dispute within five business days of receiving the referral.

25.3 Step Three

In the event Sound Transit's Operations Executive Director or designee and the County's Deputy Transit General Manager are unable to resolve the dispute within five business days as provided in Step Two, either Party may refer the dispute to the Chief Executive Officer of Sound Transit and the County's Transit General Manager. They will confer and attempt to resolve the dispute within five business days after receiving the referral.

25.4 Mediation

In the event the Parties are unable to resolve the dispute utilizing the process set forth in Sections 25.1-25.3, the Parties may, by agreement, choose to submit the matter to a non-binding mediator. The Parties will share equally in the cost of the mediator.

25.5 Prerequisite to Litigation

Neither Party may seek relief in a court of law until and unless these procedural steps in Sections 25.1-25.3 are exhausted.

25.6 Continued Performance

At all times during the conflict or dispute resolution efforts, the Parties will continue to perform their respective responsibilities under this Agreement with due diligence.

26.0 WORKERS' COMPENSATION CLAIMS AND EMPLOYMENT PRACTICE LIABILITY

26.1 Assumption of Coverage

This Section applies to Workers' Compensation Claims and Employment Practice Claims. It is the Parties' understanding that the Federal Employers Liability Act ("FELA") does not apply to any County employees performing Link Functions. In the event it is determined that County employees engaged in Link Functions are not covered by Title 51 RCW, or it is determined that the Claim is not an Employment Practices Claim, the County will process such Claims under the provisions of Section 28 below.

26.2 Inclusion in County Program

26.2.1 Workers' Compensation

The County employees assigned to the Rail Division will be included in the County's workers' compensation program. Commencing with the month in which the County hires the first employee assigned to the Rail Division, Sound Transit will pay, for each employee in the Rail Division, a pro rata share of the charges assessed that year by the County's Office of Safety and Claims for comparable employees in the Metro Transit Department. Thereafter, Sound Transit will pay, for each employee in the Rail Division, the annual charges assessed in a given year by said Office for such comparable employees in the Transit Division.

26.2.2 Employment Practices

The County employees assigned to the Rail Division will be included in the County's Employment Practices Claim program. Commencing on execution of this Agreement, Sound Transit will pay, for each employee in the Rail Division, a pro rata share of the charges assessed that year by the County's Office of Risk Management for comparable employees in the Metro Transit Department. Thereafter, Sound Transit will pay for each employee in the Rail Division, the annual charges assessed in a given year by the County's Office of Risk Management for such comparable employees in the Metro Transit Department.

26.2.3 County's Workers' Compensation and Employment Practices Program

The County's workers' compensation program and employment practices program includes the following functions and responsibilities:

- A. respond to, tender responsibility to contractors and/or insurance carriers, if appropriate, and attempt to settle Claims;
- B. utilize the Office of the Prosecuting Attorney and/or private law firms to obtain any

necessary legal advice and representation in the investigation, defense or settlement of Claims;

- C. include Link Functions as part of any excess workers' compensation insurance and employment practices insurance purchased by the County; and
- D. pay any benefits, settlement or adjudicated amounts to Rail Division employees for Worker's Compensation Claims and Employment Practices Claims made by its employees except as provided under Section 26.5.

26.3 Treatment of Claims by Other Party's Employees

Except as provided in Subsection 26.2.3, in the event an employee of either Party makes a Claim against the other Party, that Claim will be treated as a Third-Party Claim under Section 28 below. For this purpose, each Party, through negotiation and agreement, hereby waives, with respect to the other Party only, any immunity against Claims made by the waiving Party's employees that would otherwise be available to it under the industrial insurance provisions of Title 51 RCW.

26.4 Exclusion of Sound Transit Workers' Compensation and Employment Practices Liability

Notwithstanding any provisions to the contrary, Sound Transit is solely responsible, at its sole expense, for investigating, responding to, settling, defending and paying any benefits, settlements or adjudicated amount for Worker's Compensation Claims and Employment Practices Claims made by its employees.

26.5 Survival

The provisions of this Section 26 will survive any expiration or termination of this Agreement. Provided, however, following the effective date of any expiration or termination, Sound Transit will reimburse the County for its costs of investigating, responding to, and tendering responsibility to contractors and/or insurance carriers, if appropriate, defending and settling Workers' Compensation Claims and Employment Practices Claims that were incurred during the term of this Agreement, whether reported on, before or after the expiration or termination date. However, from and after the effective date of any expiration or termination, any amount paid to a claimant will not be drawn from the Link Risk Fund and will instead be drawn from the risk fund of the Party that employed the claimant as of the date that the claim accrued.

27.0 RISK MANAGEMENT AND CLAIMS

27.1 Link Risk Fund

27.1.1 Creation

The County will maintain the existing Link Risk Fund as a separate fund from which the County will make payments and reimbursements as specified in this Section 27.0, but only for that portion of any settlement or judgment for which Sound Transit is responsible, as prescribed in the claims manual, as amended. The Parties' Risk Managers shall periodically meet and confer to determine the level of funding for the Link Risk Fund. Sound Transit will make payments as are necessary to maintain the Link Risk Fund. If one Party proposes an alternative amount, and the other Party does not agree to the alternative, the matter may be submitted to the Dispute Resolution process in Section 25. The County will not be required to make any payments into the Link Risk Fund. Any

money, including interest earned on money, held in the Link Risk Fund that is in excess of the amount determined to be necessary by the Parties will be returned to Sound Transit.

27.1.2 Link Risk Fund Administration

The Parties agree that the primary duties for the administration of the Link Risk Fund include, at a minimum:

- A. Establishing reserves for potential payments and transfers from the Link Risk Fund;
- B. Making payments and transfers from the Link Risk Fund;
- C. Accounting, reporting and auditing on the Link Risk Fund;
- D. Determining the timing and amount of Sound Transit's initial deposit into the Link Risk Fund and the requirements for additional funding from Sound Transit as needed to enable the County to make the payments and transfers required herein; and
- E. Continuation of the Link Risk Fund and these procedures during a "run-off period" after expiration or termination of this Agreement in order to administer Claims that relate to acts or omissions occurring prior to the expiration or termination.

27.2 Third Party Claims

27.2.1 County Responsibilities

The County will investigate, respond to, tender responsibility to contractors and/or insurance carriers, if appropriate, and attempt to settle Third Party Claims. Consistent with the claims manual developed by the Parties, the County's Claims management process must include, at a minimum, the following provisions:

- A. Processes for administering Third Party Claims and seeking Sound Transit guidance and approval in the handling of such Claims with a reserve value of at least \$50,000;
- B. Process for retaining additional staff or staff with expertise for certain Third-Party Claims that are reasonably likely to require extraordinary efforts to investigate, settle or litigate;
- C. Process for administering Third Party Claims and sharing the cost with the County's Risk Fund for matters in which the County's acts or omissions unrelated to Link are alleged to be a contributing cause;
- D. Process for administering Third Party Claims and sharing the cost with Sound Transit for matters in which Sound Transit's acts or omissions unrelated to Link are alleged to be a contributing cause;
- E. Process for administering Third Party Claims that are Claims made against the Link Risk Fund by either Party for injuries to persons and/or damages to property sustained by that Party's personnel and property when not engaged in Link Functions;
- F. Standards and process for seeking payments from contributory Third Parties, either before or after payment from the Link Risk Fund, including the joining of Third Parties in litigation, collection efforts and filing subrogation actions; and
- G. Process for tendering defense to and seeking payments from the County's or Sound Transit's contractors and/or insurance carriers.

27.2.2 Use of Attorneys and Experts

The County will primarily use the Office of the Prosecuting Attorney to obtain any

necessary legal advice and representation in the investigation, defense or settlement of Claims. To the extent such costs exceed the amount budgeted for such purposes in a given year's Baseline Cost, the County will request written approval for further funding from Sound Transit in accordance with Subsection 22.1.6.

27.2.3 Payment of Claims – Pre-DSTT Transfer to Sound Transit

If the DSTT is transferred to Sound Transit, the County will use the Link Risk Fund to pay Sound Transit's proportionate share of any settlement or adjudicated amount due for Third Party Claims arising prior to the effective date that the DSTT is transferred from the County to Sound Transit. If the Link Risk Fund is inadequate to make such payment, Sound Transit will deposit additional funds into the Link Risk Fund as necessary to enable the County to make such payment and to replenish the Link Risk Fund to the level as provided in Section 27.1.1. Provided, however, the Parties acknowledge that Third Parties may allegedly incur damages in the DSTT under circumstances other than boarding, deboarding, riding in or being struck by a Link train. The County will allocate all costs related to such an incident that is not clearly attributable to Link service between the County Risk Fund and the Link Risk Fund according to the percentage shares for DSTT Common Elements operation and maintenance costs in effect at the time of the incident, including but not limited to the costs of investigation, handling, settlement, litigation, and payment of any settlements or adjudicated amounts. If the DSTT is not transferred to Sound Transit, then the County will continue to manage Third Party Claims as provided in Section 27.2.1 and pay for such claims as provided in this Section 27.2.3.

27.2.4 Payment of DSTT Premises Liability Claims – Post Transfer to Sound Transit

Sound Transit currently manages premises liability Claims for the Link system except in the DSTT. If the DSTT is transferred to Sound Transit, then from and after the date of transfer Sound Transit will investigate, respond to, administer, tender responsibility to contractors and/or insurance carriers, if appropriate, and attempt to settle Third Party Claims regarding premises liability in the DSTT as well as the rest of the Link system. The claims manual developed by the Parties will be amended to reflect this change. Sound Transit will defend, indemnify and hold harmless the County and its officers and employees, except to the extent the conduct of a County officer or employee is found to be intentional or grossly negligent. Sound Transit will administer such claims in accordance with sound business practices and in accordance with the Parties' claims manual.

27.2.5 Contract Provisions for Third Party Contracts

If the County or Sound Transit enters into a contract with a Third Party to perform Link Functions, then the contract must require:

- A. That the contractor defend, indemnify, and hold harmless (i) Sound Transit, and (ii) the County, and (iii) their respective officials and employees against any liability arising out of the contractor's acts and omissions; and
- B. That the contractor be required to obtain insurance coverage, as typically required by the Party for such contracts, naming (i) Sound Transit and (ii) the County as additional insured.

27.3 Waiver of Contribution and Subrogation

27.3.1 Waiver of Claims and Contribution

The Parties hereby release and waive any Claims and rights of contribution for Claims

each may have against the other arising out of the acts or omissions of the other and its employees, agents, or contractors engaged in Link Functions. For clarification, the release and waiver under this Subsection 27.3.1 does not apply to each Party's right under contract law to enforce the provisions of this Agreement.

27.3.2 Waiver by Insurance Carriers

The Parties will require their respective insurers to waive subrogation rights against the other Party and such other Party's insurers. This Subsection 27.3.2 shall be inapplicable to the extent it would have the effect of invalidating any insurance provided to the Parties.

27.4 Insurance Coverage

27.4.1 Purchase

Six months before the annual policy renewal date thereafter, and if requested by either Party, the County's Risk Committee and Sound Transit's Risk Manager will meet to plan for the purchase of insurance for the coming one-year period of passenger service. Before each annual policy renewal date, Sound Transit or the County, as the case may be, will procure insurance policies for the coming year. The minimum coverage, limits, endorsements and other terms specified in Subsections 27.4.2 and 27.4.3 are considered prudent at the time of execution of this Agreement. However, the Parties also acknowledge that these policies or their equivalents may not be available as specified or may not accurately reflect the needs considering economic conditions, changes in the law, or the financial capacity of the insurance markets. Accordingly, the coverage levels and specifications in Subsection 27.4.2 will be used by the Parties' risk managers as a guide for the appropriate level of insurance coverage. Annually, the Parties will execute a memorandum of understanding regarding annual coverage. The memorandum of understanding will outline the coverage levels, limits, and program structure specifications for the upcoming year. In addition to its obligations to fully fund the Link Risk Fund, Sound Transit will pay for the cost of the insurance premiums for each year's insurance policies, as respects the operations and maintenance of the Link system.

27.4.2 Coverage

As of the date of execution of this Agreement, the purchase of the following coverage's limits, endorsements, and other terms is deemed prudent regarding operation of Link as contemplated by this Agreement during the O&M Period. If Sound Transit proposes to purchase an alternative to the following insurances, and the County does not agree to the alternative, the matter may be submitted to the Dispute Resolution process in Section 25.

- A. Railroad General Liability (Coverage Form/Edition: STF-RRP-D100-A 2000 or equivalent) \$100-million / occurrence limits endorsed to include coverage for:
 - 1. maintenance and operation of Sound Transit light rail power units and passenger cars;
 - 2. Third-Party bodily injury & property damage liability;
 - 3. deletion of Passenger Exclusion;
 - 4. railroad Pollution to include collision and upset; and
 - 5. blanket Waiver of Subrogation Endorsement;

- B. Primary & Umbrella Excess Commercial General Liability (ISO form number CGL 0001 Ed. 11-88 or equivalent) \$25-million / occurrence limits endorsed to include coverage for the following:

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1. third-Party bodily injury and property damage liability;
 2. premises and operations liability;
 3. personal injury and advertiser's liability;
 4. contractual liability;
 5. independent contractors' liability;
 6. Washington stop-gap / employers' liability of \$1 million; and
 7. King County and Sound Transit as named insured
- C. Commercial Vehicle or Business Automobile Liability (Standard form CA 00 01 or equivalent) \$2-million / occurrence limits covering bodily injury & property damage liability endorsed to include coverage for all owned, non-owned, hired, leased, or rented vehicles.
- D. Commercial Inland Marine Railroad / Light Rail Vehicle Rolling Stock Minimum \$25-million / occurrence "all risk" of physical damage or loss endorsed to include:
1. Sound Transit as loss payee;
 2. actual repair or replacement cost;
 3. earthquake sub-limits minimum \$10-million;
 4. flood sub-limits minimum \$100,000;
 5. derailment, collision, upset or overturn;
 6. debris removal - 180 days reporting;
 7. pollutant clean-up - 180 days reporting;
 8. Fire Department charges; and
 9. waiver of subrogation to benefit King County.
- E. Crime Coverage \$5,000,000 occurrence limits and endorsed to include the following:
1. employee's dishonesty;
 2. theft, disappearance, and destruction;
 3. forgery, alteration, or counterfeiting;
 4. robbery inside and outside the premises;
 5. computer fraud and funds transfer fraud coverage;
- F. Fiduciary Liability for a limit no less than \$5,000,000 per claim and must be written to protect King County, its officers, employees, and officials in their capacity as operators of Link.
- G. Pollution Legal Liability for an amount not less than \$10,000,000 (Subject to generally accepted risk management practices and availability).

27.4.3 Common Endorsements and Other Requirements

Except for Workers' Compensation and Employment Practices Liability, such insurance policies must contain, or be endorsed to contain the following provisions, except as provided in Subsection 27.4.1 and the referenced memorandum of understanding regarding annual coverage:

- A. the County and Sound Transit, their officers, officials, employees and agents are to be covered as named insured as respects liability arising out of activities performed by or

on behalf of the County in connection with operation and maintenance of Link;

- B. insurance coverage must be primary insurance as respects the County, Sound Transit and their officers, officials, employees and agents. Any insurance and/or self-insurance maintained by King County, its officers, officials, employees, and agents shall not contribute with Sound Transit insurance or benefit Sound Transit in any way;
- C. such insurance must apply separately to each insured against whom a Claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability;
- D. insurance policies may not be suspended, voided, cancelled, or substantially reduced in coverage or in limits while this Agreement is active unless forty-five days prior written notice has been given to the County;
- E. unless otherwise approved by the County, all policies of insurance are to be placed with insurers with a Bests' rating of no less than A- VII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VII; and
- F. both Parties shall maintain copies of their respective policies and provide them to the other Party upon request.

27.4.4 Limitations

These insurance requirements do not limit and may not be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policies. Nothing contained within this Section 26.4.4 affects or alters (or both) the application of any other provision contained within this Agreement.

27.4.5 Property Coverage for DSTT, the DSTT Annex, Merge Zone, and DSTT Operations Control Center

- A. Unless and until the DSTT is transferred to Sound Transit, the County will maintain property insurance on the DSTT, Tunnel Annex, DSTT Merge Zone, and DSTT Operations Control Center endorsed to include:
 - 1. Insured to Full Replacement Cost Values as revised by the County on an annual basis. Any values of Sound Transit improvements within the DSTT, Tunnel Annex, DSTT Merge Zone and DSTT Operations Control Center will be revised annually by Sound Transit and County.
 - 2. Coverage written on an "All Risk" basis;
 - 3. Earthquake sublimit of \$ 50,000,000 or another amount determined by County;
 - 4. Flood sublimit of \$ 50,000,000 or another amount determined by County;
 - 5. mutual waiver of subrogation only to the extent of insurable loss and may not be interpreted to include any amount in excess of insurable limit or within the deductible/SIR, provided, that this provision will be inapplicable to the extent it would have the effect of invalidating the insurance;
 - 6. King County and Sound Transit, as Loss Payee, as their interests may appear; and

7. Terrorism (subject to generally accepted public transit industry standards).
- B. Sound Transit will pay a percentage share of such insurance costs based on the percentage applicable to operation and maintenance of Common Elements as provided in the DSTT Agreement.
- C. The Parties agree that if the DSTT is transferred to Sound Transit then from and after the effective date of such transfer (i) Sound Transit will acquire and maintain all property insurance coverage and endorsements for the DSTT and (ii) the County will have no further duty or obligation to insure the DSTT or any portion of it under this Section 27.4.5.

27.4.6 All Other Property Coverage

Sound Transit is responsible for the repair and replacement in the event of casualty losses of the Link vehicles and all Link systems, equipment, inventory, right-of-way fixtures, facilities, and other improvements located (i) south of the Merge Zone and (ii) northerly or easterly of the DSTT Annex. Accordingly, Sound Transit will, at its sole expense and discretion: (i) purchase and maintain its own property insurance, if any, on all said properties; and (ii) seek recovery from Third Parties for damages to the property.

27.5 Survival of Terms and Procedures for Payment of Post-Termination Claims

Section 27 shall survive any termination or expiration of this Agreement for Claims incurred before, on or after the effective date of termination or expiration. By way of clarification and not limitation, Sound Transit shall continue to maintain the Link Risk Fund at levels, and for such time period, as are determined by the Parties. All claim handling and procedures for said Claims, in place at the time of termination or expiration of this Agreement, shall also remain in effect through such time period as the Link Risk Fund is maintained.

28.0 INDEMNIFICATION OF CERTAIN CLAIMS

28.1 Generally

Section 27 does not apply to Claims covered by the following defense and indemnity obligations:

28.2 Nuisance, Trespass, Inverse Condemnation and Related Claims

Sound Transit will, at its sole expense, obtain all licenses, franchises, easements, property interests, permits, and other authorizations necessary for the operation and maintenance of Link. Sound Transit will respond directly to Claims that alleges that Link Functions (A) were not authorized in or on a given property, right-of-way, jurisdiction or other location or otherwise impaired, negated or violated an easement, agreement, lease, license, permit or other authorization related to the real property underlying or affected by Link or (B) created a nuisance, trespass, inverse condemnation, waste or other impact on property or a property interest, requiring compensation or other payment. Sound Transit will, at its sole expense, defend, indemnify and hold harmless the County and its elected officials, employees, agents, and contractors against all such Claims.

28.3 Hazardous Substances

Sound Transit will, at its sole expense, defend, indemnify and hold harmless the County and its elected officials, employees, agents and contractors against Claims relating to or

arising out of Hazardous Substances existing, prior to the commencement of the Start-Up Period, in or on a site used for a Link Function.

28.4 Workers' Compensation and Employment Practice Claims

Subject to section 27.2, each Party shall defend, indemnify and hold harmless the other Party and its elected officials, employees, agents and contractors against all Workers' Compensation Claims and Employment Practices Claims made by their respective employees. For this purpose, both Parties expressly waive and mutually agree, with respect to the other Party only, any immunity that would otherwise be available against such Claims under the Industrial Insurance provisions of Title 51 RCW.

28.5 Other Agreements Not Superseded

Sound Transit's defense and indemnity obligations under the DSTT Agreement remain in effect and are not superseded by any provision of this Agreement.

28.6 Survival of Terms

The provisions of this Section 28 will survive any termination or expiration of this Agreement.

29.0 TERMINATION

29.1 Default

29.1.1 Default by the County

The County will be in default under this Agreement upon the occurrence of any one or more of the following events or conditions:

- A. The County fails to timely begin the Work as required under this Agreement;
- B. The County fails to timely observe or perform or cause to be observed or performed any material obligation, term or condition required to be observed or performed by the County under this Agreement;
- C. Any material representation made by the County in this Agreement is intentionally false or materially misleading when made;
- D. The County fails to resume performance of Work which has been suspended or stopped within a reasonable time after receipt of notice from Sound Transit to do so or (if applicable) after cessation of the event preventing performance;
- E. The County (1) commences a voluntary case seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or seeking the appointment of a trustee, receiver, liquidator, or custodian of any substantial part of the County's assets; (2) files an answer admitting the material allegations of a petition filed against the County in any involuntary case commenced against the County seeking such actions; or consents to any such relief or to the appointment of or taking possession by any such official in any involuntary case commenced against the County; (3) makes an assignment for the benefit of creditors; (4) fails, is unable, or admits in writing, its inability to pay the County's debts as they become due; or (5) takes any action to authorize any of the foregoing; or
- F. The County's failure to comply with Section 29.4 after the County issues notice of termination for convenience.

29.1.2 Default by Sound Transit

Sound Transit will be in default under this Agreement upon the occurrence of any one or more of the following events or conditions:

- A. Sound Transit fails to timely make payments to the County and the Link Risk Fund as required under this Agreement;
- B. Sound Transit fails to timely observe or perform or cause to be observed or performed any material obligation, term or condition required to be observed or performed by Sound Transit under this Agreement;
- C. Any material representation made by Sound Transit in this Agreement is intentionally false or materially misleading when made;
- D. Sound Transit fails to repair or replace (or provide the County with the necessary parts, materials and funding to repair and replace) damaged facilities, systems, equipment and vehicles as necessary for the County to resume or continue performing the Work; or
- E. Sound Transit (1) commences a voluntary case seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or seeking the appointment of a trustee, receiver, liquidator, or custodian of any substantial part of Sound Transit's assets; (2) files an answer admitting the material allegations of a petition filed against Sound Transit in any involuntary case commenced against Sound Transit seeking such actions; or consents to any such relief or to the appointment of or taking possession by any such official in any voluntary case commenced against Sound Transit; (3) makes an assignment for the benefit of creditors; (4) fails, is unable, or admits in writing, its inability to pay Sound Transit's debts as they become due; or (5) takes any action to authorize any of the foregoing.

29.2 Declaration of an Event of Default and Termination

29.2.1 Generally

A breach of the Agreement as described above will become an "Event of Default" upon delivery of written notice to that effect by one Party to the other in accordance with Section 32.7. Before either Party is entitled to declare an Event of Default, it must first invoke the dispute resolution process specified in Section 25. The Parties will exercise good faith efforts to resolve their differences (including but not limited to differences as to whether a default occurred, the nature of a cure and the period for a cure) to avoid a declaration of an Event of Default. If, after engaging in said process, a Party still desires to declare an Event of Default and terminate this Agreement, the Party must deliver written notice as specified above to the other Party and provide in said notice an effective date of termination at least six (6) months after the written notice in order to allow for a coordinated termination as provided in Section 31.4.

29.2.2 Exceptions

Notwithstanding the provisions of Subsection 29.2.1 to the contrary, either Party may declare an Event of Default without engaging in the dispute resolution process and terminate this Agreement by delivering to the other Party a written notice of termination at least thirty days in advance of the effective date, in the event of one of the following Events of Default:

- A. A default that by its nature cannot be cured;
- B. A default that by its nature would cause a severe hardship to the public interest if the Parties engaged in the Dispute Resolution process under Section 25 and the coordinated termination process as provided under Section 29.4; or
- C. A failure of Sound Transit to make payment to the County and the Link Risk Fund as required under this Agreement. Provided, however, if the County declares an Event of Default for Sound Transit's failure to make a payment as provided in this subsection, Sound Transit may effect a cure of the default and preclude the termination from taking effect by: (i) delivering to the County, within five (5) business days of receipt of the termination notice, a written certification from its chief financial officer that the necessary funds are available for payment; and (ii) delivering to the County, within twenty (20) days of receipt of the termination notice, the full payment due.

If a Party terminates this Agreement for such an event of default, as specified in this Subsection 29.2.2, the County will exercise its best efforts to affect the cessation activities contemplated under Section 29.4 as soon as possible and within the thirty days or longer advance notice period specified in the termination notice.

29.3 Termination for Convenience

29.3.1 Notice

Either Party may terminate this Agreement without cause and for its convenience by providing the other Party with written notice twelve (12) months in advance of the effective date of termination. Upon issuance of a notice of Termination for Convenience, the Parties will implement the Coordinated Termination provisions of Section 29.4.

29.3.2 Payments

In the event Sound Transit terminates for its convenience, it will make payments to the County as specified in Section 29.6. In the event the County terminates for its convenience, it will reimburse Sound Transit for the following costs:

- A. The reasonable costs incurred by Sound Transit in taking possession and control of Link property owned by Sound Transit but in the County's possession; and
- B. The undepreciated remaining value, based on a useful life of five years, of any Sound Transit "lump sum" payment made under Subsection 32.4.1 as Sound Transit's share of the cost to upgrade or replace a County information system.

29.4 Coordinated Termination

29.4.1 Procedure

After a Party has delivered a notice of termination for convenience or for an Event of Default (except as provided in Subsection 29.2.2), the Parties will meet and cooperate in good faith to agree upon the date(s) upon which the County will:

- A. Cease to perform, and Sound Transit will assume, the various elements of the Work;
- B. Cease to enter into new subcontracts utilized by the County to perform the Work;

- C. Terminate or assign to Sound Transit all of the right, title and interest of the County in existing subcontracts utilized by the County to perform the Work;
- D. Transfer title to Sound Transit of all Work in process, completed Work, supplies, equipment, and other material that Sound Transit has supplied to the County or that is wholly devoted to Link as provided in Subsection 29.5.1; and
- E. Provide to Sound Transit copies of any documents or information related to Link not previously provided to Sound Transit during performing the Work as provided in Subsection 29.5.1.

29.4.2 Continued Performance

The County will continue to perform the Work until the agreed upon date(s) of cessation and will take such action as may be necessary, or as Sound Transit may reasonably direct, for the protection and preservation of the property related to the Agreement that is in the possession of the County and in which Sound Transit has or may acquire an interest. The termination actions will be completed by the specified effective date of termination unless extended by mutual agreement. The County will not be required to continue performing all or a portion of the Work for more than six months after a notice of termination for an Event of Default, or more than twelve months after a notice of termination for convenience.

29.5 Sound Transit's Remedies

29.5.1 Return of Property

Upon the effective date of termination for convenience or for an event of default, Sound Transit shall take possession of any or all specifications, records, information, plans, schedules, samples, shop drawings, and other documents it may request and the equipment, systems, vehicles and facilities owned by Sound Transit and may complete the Work itself or enter into an agreement for the completion of Work.

29.5.2 Damages for Termination based on County Default

In consideration of the benefits to Sound Transit of the County agreeing to perform the Work for its costs (with no profits or premiums) and provided the County performs its obligations under the coordinated termination provisions of Section 29.4, Sound Transit's damages arising out of or related to an Event of Default by the County shall be limited to the following:

- A. The reasonable costs incurred by Sound Transit in taking possession and control of Link property owned by Sound Transit but in the County's possession;
- B. The undepreciated remaining value, based on a useful life of five (5) years, of any Sound Transit "lump sum" payment made under Subsection 31.4.1 as Sound Transit's share of the cost to upgrade or replace a County information system;
- C. The reasonable costs incurred in recruiting or procuring replacement(s) to perform the Work (but excluding the costs of performing the Work); and
- D. The reasonable cost of performing a portion of the Work that may be transferred to Sound Transit or its contractor, by agreement of both Parties, for the time remaining until the effective date of termination but only to the extent such cost exceeds the sum which would have been payable to the County for that portion of the Work.

29.5.3 Sound Transit Damages for Termination Based on County Default and County Fails to Perform Coordinated Termination

If the County does not perform its obligations under the coordinated termination provisions of Section 29.4, Sound Transit's damages arising out of or related to an Event of Default by the County shall be limited to the following:

- A. The reasonable costs incurred by Sound Transit in taking possession and control of Link property owned by Sound Transit but in the County's possession;
- B. The undepreciated remaining value, based on a useful life of five years, of any Sound Transit "lump sum" payment made under Subsection 31.4.1 as Sound Transit's share of the cost to upgrade or replace a County information system; and
- C. The reasonable costs incurred by Sound Transit to perform or contract for the performance of the Work included in the Baseline Cost, whichever is applicable, for twelve months after the effective date of termination, to the extent such costs exceed the sum which would have been payable to the County under this Agreement for said time period.

29.6 Payments Due County

29.6.1 Payments Upon Any Termination

The following amounts will be paid by Sound Transit to the County within thirty (30) days after the effective date of any termination, or the date(s) when such amounts are known, whichever is earlier:

- A. The amounts due under the terms of this Agreement for the County's costs incurred in performing the Work prior to the effective date of the termination (including Work in progress);
- B. The County's costs incurred in terminating the Work, including but not limited to:
 1. Payments due to, or on behalf of, employees who had been performing any of the Work, including any wages, accrued paid leave, benefit costs, severance payments, or any other amounts due under applicable collective bargaining and other agreements and federal, state and local laws, regulations, and ordinances; and
 2. Outstanding liabilities and costs owed by the County to Third Parties under subcontracts or other agreements utilized to perform the Work, including but not limited to termination and close-out costs and profits, unrecoverable prepayments, penalties, and cancellation charges.
- C. The amounts due to the County for processing and payment of Workers' Compensation Claims and other Claims under Section 26.5 and Subsection 27.5, through the effective date of termination and thereafter, and any costs incurred by the County in providing services or activities to assist in the transition of Link operations following the effective date of termination.

29.6.2 Disputes

If the County disputes the adequacy of the amount of the compensation offered by Sound Transit, the County may proceed under this Agreement to resolve the dispute as to the proper amount of compensation owing to the County as provided in the dispute resolution

section of this Agreement.

29.7 No Personal Liability

Neither Party, nor any of its officers, agents, or employees, may be charged personally by the other Party with any liability or held liable to the other Party under any term or provision of this Agreement, or because of its execution, or because of any breach of this Agreement.

30.0 FINANCING

30.1 Tax Exempt Bonds

Construction of portions of the light rail system will be financed by issuance by Sound Transit of tax-exempt bonds. The County may not take, or permit to be taken on its behalf, any action that it has been informed by Sound Transit in advance would adversely affect the exemption from federal taxation of the interest on the bonds. To the extent permitted by law, the County will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to continue the exemption from federal income taxation of the interest on the bonds as requested by Sound Transit.

30.2 Financing Transactions

Sound Transit may from time to time undertake certain financing transactions, such as lease- leaseback agreements, related to the rolling stock or other fixed assets of the light rail system. The County will cooperate in the execution and any ongoing management of such transactions.

30.3 Reimbursement

Sound Transit will reimburse the County for any costs it incurs to comply with the terms of this Section.

31.0 INTELLECTUAL PROPERTY (IP)

31.1 Work Product and Intellectual Property

If in performing the Work the County develops a work of authorship or any materials, which may be protectable under intellectual property laws ("Work Product"), the following terms and conditions shall apply:

31.2 Work Made for Hire

To the extent that Work Product includes material subject to copyright, the County agrees that the Work Product is done as a "work made for hire" for copyright purposes, and as a result, Sound Transit will own all copyrights in the Work Product.

31.3 Assignment

To the extent that the Work Product does not qualify as a work made for hire under applicable law, the County hereby assigns to Sound Transit all right, title, and interest in and to the Work Product, including but not limited to (A) all copyrights in the same, and in all renewals and extensions of the copyrights that may be secured under applicable laws; and (B) all rights in and to any inventions and designs embodied in the Work Product or developed in the course of the County's creation of the Work Product.

31.4 Moral Rights

The County hereby forever waives any and all “moral rights” it may have in the Work Product.

31.5 Assistance

At Sound Transit’s expense, the County will execute and deliver such instruments and take such other action as may be requested by Sound Transit to perfect or protect Sound Transit’s rights in the Work Product and to perfect the assignments contemplated by this Section.

31.6 No Third-Party Licenses Included

Sound Transit will, at its expense, obtain any Third-Party software and other intellectual property licenses needed to read, use, apply, copy, modify, or otherwise exercise its rights in the Work Product.

31.7 County License Rights

Sound Transit hereby grants to the County a perpetual, non-exclusive, transferable, sublicensable, and royalty-free license to use, reproduce, maintain, create derivative works from, modify, and upgrade any Work Product and any other Work, material, or item provided to the County in accordance with this Agreement for which Sound Transit is the owner of the intellectual property rights.

31.8 Intellectual Property Owned by Third Parties

31.8.1 Common Third-Party IP Licensed to County

The County may, at its discretion, use Third Party intellectual property that is not specific to Link purposes (“Common Third-Party IP”) to also perform the Work. To the extent such Work is not allowed under the applicable IP licenses from Third Parties, the County must obtain all necessary license rights to permit use of the Common Third-Party IP to perform Work.

31.8.2 County Modifications to Common Third-Party IP

If the County has to modify any Common Third Party IP and/or obtain additional license rights from the Third Party licensor to use such IP for the Work, Sound Transit will reimburse the County for its costs of making and maintaining the modification and the incremental costs for obtaining any additional license rights.

31.8.3 County Upgrades to Common Third-Party IP

At such time as the County undertakes an upgrade or replacement of Common Third-Party IP that is used in the performance of the Work, Sound Transit will reimburse the County for a proportionate share of the cost incurred by the County. The Parties will meet in advance to discuss the County’s upgrade or replacement project and determine Sound Transit’s share of the cost based on the projected use of said IP for Work as compared to other County purposes.

31.8.4 Link-Specific Third-Party IP

To the extent Sound Transit provides software, hardware or other Third-Party IP for the County’s use in performing the Work, Sound Transit will obtain all necessary license rights such that County Rail Division staff and/or its applicable contractors are licensed users. To the extent the County is required to purchase software, hardware or other Third-Party

IP to perform Work ("Link-Specific Third-Party IP"), the County will exercise its best efforts to obtain license rights in the names of both the County and Sound Transit. Sound Transit will reimburse the County for all its costs incurred in purchasing such Link-Specific Third-Party IP.

32.0 GENERAL PROVISIONS

32.1 Rights and Remedies

The rights and remedies of the Parties to the Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

32.2 No Joint Venture or Partnership

No joint venture or partnership is formed as a result of this Agreement.

32.3 No Third Party Rights

This Agreement is solely for the benefit of the Parties and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties.

32.4 Compliance with Laws

32.4.1 In General

Each Party will comply, and to the best of its ability, will strive for, its employees, agents, consultants, contractors, and representatives to comply with all federal, state, and local law, regulations, and ordinances, including, but not limited to, applicable public works and procurements laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers' compensation requirements.

32.4.2 Licensing and Certification of Employees

Each Party will comply, and to the best of its ability will strive for, its employees, agents, consultants, contractors, and representatives to comply with all federal, state and local licensing, registration, filing and/or certification standards, all applicable accrediting standards, and any other standards or criteria (i) established by any agency (a) of the State of Washington or (b) of the federal government and (ii) applicable to the work or services for which it is responsible under this Agreement.

32.5 Venue

Any legal action between the Parties regarding this Agreement will be brought in the Superior Court of King County.

32.6 No Employee Relationship

Each Party and its employees, agents, consultants, and representatives may not be deemed or construed to be employees or agents of the other Party. No employee, agent, consultant, or representative of the County may make any Claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Except for Employment Practice Claims as provided for in Section 28.3, each Party will be solely responsible for any Claims for wages or compensation by its employees, agents, and representatives, including consultants and will indemnify and hold the other Party harmless from any such Claims.

32.7 Notice

All written notices required in this Agreement must be either (i) personally delivered; sent by certified U.S. mail, return receipt requested, postage prepaid; or (iii) sent by facsimile transmission (with confirmation receipt printed). Notice will be deemed received (i) upon personal delivery, or (ii) two (2) days after mailing as described in the preceding sentence, or (iii) upon facsimile transmission with printed confirmation receipt. If notice is delivered by any other means, then the sender will bear the burden to prove receipt. All notices or requests shall be sent to the County and Sound Transit addressed as follows:

King County: Transit General Manager
King County Metro Transit
201 South Jackson Street, Mailstop KSC-TR-0415
Seattle, Washington 98104-3856

Sound Transit: Executive Director, Operations
Sound Transit
401 South Jackson Street
Seattle, Washington 98104-2826

32.8 Waiver of Default

Waiver of any default under any provision of this Agreement will not be deemed to be a waiver of any subsequent default and will not be construed to be a modification of the terms of this Agreement.

32.9 Force Majeure

If any Party is rendered unable, wholly or in part, by a Force Majeure event, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition will be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations.

32.10 Non-Exclusivity of Agreement

The Agreement is not, and will not be construed to be, Sound Transit's sole contract for operations, maintenance, or repairs of Link. Sound Transit reserves the right to contract with other parties, or perform "in-house," work or services related to the operation or maintenance of Link that has not been specifically contracted to the County in this Agreement.

32.11 Assignment

Neither Party may assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party.

32.12 Binding on Successors and Assigns

This Agreement, together with all exhibits and attachments now or hereafter made a part, is binding on the Parties and their respective heirs, executors, administrators, successors and assigns.

32.13 Severability

If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby will remain in full force and effect. The Parties will negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that comes as close as possible to the intention of the stricken term and/or condition.

32.14 Warranty of Right to Enter into Agreement

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement on behalf of each Party have the authority to bind that Party.

32.15 Exhibits

All exhibits referenced in and attached to this Agreement are incorporated by this reference.

32.16 Amendments and Modifications

32.16.1 This Agreement and its exhibits may only be amended or modified by written agreement of the Parties.

32.16.2 Amendments and revisions to the exhibits can be authorized and executed on behalf of Sound Transit by the Director of Link Light Rail and on behalf of the County by its Metro Transit General Manager or their respective delegates.

32.16.3 Amendments that materially affect the policies and intent of this Agreement are subject to the approval of the Sound Transit Board of Directors and the County Council.

32.17 Annual Meeting

The Parties' Designated Representatives will review this Agreement annually to discuss necessary changes or adjustments to the Agreement's scope of work or formulas as new information, circumstances, or technology become available.

32.18 Relation to DSTT Agreement

This Agreement and the subsequent agreements, plans and changes provided for herein, are intended to satisfy the provisions of Sections 16.3, 16.4, 16.5, and 16.6 of the DSTT Agreement, the other provisions of which remain in effect. Provided, that if the DSTT is transferred to Sound Transit then the provisions of the transfer agreement shall govern as to the effectiveness of the DSTT Agreement.

Intergovernmental Agreement Between Sound Transit and King County for the Operations and Maintenance of the Link Light Rail System April 2019

32.19 Survival of Certain Provisions

The following sections will survive any termination or expiration of this Agreement:

Section 13	Downtown Seattle Transit Tunnel
Section 15.9	Labor Relations
Section 16	Audits, Inspections and Reports
Section 25	Dispute Resolution
Section 26	Workers' Compensation
Section 27	Risk Management and Claims
Section 28	Indemnification of Certain Claims
Section 29	Termination
Section 31	Intellectual Property (IP)
Section 33	Effective Date and Term
Exhibit A	Definitions

33.0 EFFECTIVE DATE AND TERM

33.1 Effective Date and Term; Optional Extensions

This Agreement will take effect at 12:01 AM on July 18, 2019 following (i) Sound Transit Board ratification and (ii) approval of the Metropolitan King County Council. The base term of this Agreement will be from July 18, 2019 through the balance of calendar year 2019 and all of calendar years 2020, 2021, 2022, and 2023. The base term of this Agreement expires at 11:59 PM on December 31, 2023. The Parties may by mutual agreement of their Designated Representatives extend the term of this Agreement for up to three (3) additional 2-year periods for a total of not more than 6 additional calendar years beyond the base term. Any such extension will be in writing and executed by the Parties.

33.2 Agreement Review

Not later than July 1, 2022, which is eighteen months prior to the end of the base term, or 18 months prior to the end of an extension term, the Sound Transit Chief Executive Officer and Metro Transit Department General Manager will jointly select one of the following three options:

- A. Commence negotiations for a new successor agreement with the intent to execute such agreement prior to the expiration of this Agreement on December 31, 2023; or
- B. Exercise one of up to three 2-year extensions of this Agreement; or
- C. Confirm that this Agreement will expire on December 31, 2023 with no extensions of the base term and commence planning for the transition of Link operations and maintenance to a third party effective at 12:01 A.M. on January 1, 2024.

33.3 Expiration

If the Parties select option (C) or do not make a selection under Section 33.2 then the Parties will commence and thereafter comply with the Coordinated Termination provisions of Section 29.4 and 29.6, which are incorporated herein by this reference and apply in the context of the expiration.

34.0 EXECUTION OF AGREEMENT

This Agreement may be executed in counterparts, any one of which is for all purposes an original, but both of which together constitute one and the same instrument. It will not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. It will not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages.

The Parties have executed this Agreement as of the day and year set forth below their signatures.

KING COUNTY
("The County")

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY
("Sound Transit")

Rob Gannon
General Manager, King County Metro
Date: _____

Peter Rogoff
Executive Director, Sound Transit
Date: _____

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney

Sound Transit Legal Counsel

EXHIBIT A: GENERAL DEFINITIONS

Definitions for inclusion in the agreement

“Accident Prevention Plan” means that plan as described and required in Section 11.1.5, Accident Prevention Plan, of the Agreement.

“ADA” means the Americans With Disabilities Act of 1990, 42 U.S.C. §12101.

“Annual Review” means the process described in Section 21.1.1, Annual Review of the Baseline Cost.

“Baseline Cost” means the County’s annual estimated cost of providing the scheduled level of operations and maintenance service for Link identified in the Operating Plan.

“CCTV” means Closed Circuit Television.

“Link” means the Link light rail system as generally described in Exhibit B, including light rail vehicles, running surfaces, right-of-way, switches, track, track equipment, power distribution, central control, communications, maintenance and all other equipment associated with operating the light rail vehicles, real estate, and fixed facilities.

“Claim” means any claim, incident, demand, lawsuit, administrative proceeding, arbitration, grievance, complaint, contribution action, regulatory action, judgement, settlement, fine, penalty, assessment, attorney’s fees, award, expense, cost or liability of any kind (including costs and attorney’s fees incurred in the investigation, defense or settlement of any actual or threatened legal proceeding) arising from or related to an act or omission in performing Link Functions. “Communications System” means all elements of voice and data communication systems including repeater sites, internet switches, operational consoles, vehicle and handheld radios, bidirectional amplifiers, and fiber optic links.

“Component” also known as a repairable item, is for the purposes of this Agreement, an assembly consisting of one or more parts. A component may retain value even when it is unserviceable. Components are repairable, rebuildable, remanufactured or requalified.

“Configuration Control” or “configuration conformance” for the purposes of this Agreement refers to the responsibility to ensure that no changes, are made to any portion of the Light Rail system without the express written approval of Sound Transit through a formalized process of approval.

“Configuration Management” is the process described in Section 9.0, Configuration Management, for monitoring and documenting the physical and operational characteristics of Link and ensuring that modifications are not undertaken without due consideration to the impact on overall system design, system operation, and capital and operational costs. It also includes documentation of any changes.

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“Control Systems” means all hardware, cabling, ancillary supporting devices, controllers, converters, servers, field equipment and network devices that provide or support remote or local control of electronic devices including data gathering and communication functions.

“CPI” means the U.S. Department of Labor, (Bureau of Labor Statistics) Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue area for All Urban Consumers (with a base period of 1982-84=100) published by the United States Department of Labor’s Bureau of Labor Statistics (the “Bureau”), and starting from 2019, without reference to seasonal adjustments. If the percentage difference in the CPI is calculated to be zero or negative when annual CPI data from the nearest year is used, then the percentage change shall be zero. If the Bureau adopts a different base period for the CPI, then the Parties shall use that base period. If the CPI is discontinued or replaced during the Term, then the Parties shall jointly identify in writing another governmental cost-of-living index or computation to replace the CPI, and that index shall be used to obtain substantially the same result as would be obtained if the CPI had not been discontinued or replaced.

“Customer Perception Survey” means the survey to be conducted annually by Sound Transit as described in Section 17.4, Customer Perception Survey

“Designated Representatives” means individuals who are assigned to specific tasks outlined in the Agreement as listed in Exhibit M.

“Direct Costs” means costs that are wholly and exclusively devoted to Link and are unburdened from any form of overhead or support costs for organizational units that are not wholly and exclusively associated with Link operations. Refer to Section 22.1.1.

“Direct O&M Costs” include labor costs for employee positions that are wholly and exclusively devoted to Link operations, and all non-labor costs that are separable for Link operations. These costs are unburdened from any form of overhead or support costs for organizational units that are not wholly and exclusively associated with Link operations. Refer to Section 22.1.1

“Downtown Seattle Transit Tunnel Agreement” or “DSTT Agreement” means the intergovernmental agreement dated July 9, 2002, which describes the general conditions and relationship between Sound Transit and the County regarding use of the DSTT; establishes Sound Transit’s right to use or purchase the DSTT for high capacity transportation (“HCT”) purposes; and directs the development of an intergovernmental agreement for operations and maintenance of Link between Sound Transit and the County.

“DSTT” means the Downtown Seattle Transit Tunnel consisting of the Tunnel, the Merge Zone, the Tunnel Annex, and the Tunnel Control center as defined in the DSTT agreement.

“Emergency Management Plan” means the plan referred to in Section 7.6, Emergencies of the Agreement that describes emergency management requirements for Link including emergency mitigation, response and recovery.

“Employment Practice Claim” means a Claim alleging obligations, violations (or both) of

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applicable law regardless of source, policies, regulations or collective bargaining contracts arising from or related to the hiring, promotion, evaluation, payment, provision of a workplace, discipline, discharge and other practices and the recognition, negotiations, grievance and arbitration and other activities with unions representing or seeking to represent employees. By way of example and not limitation, Employment Practice Claims include alleged wrongful discrimination, wrongful wage payments and provision of benefits, violations of applicable leave provisions, violation of applicable WISHA or other safety regulations, retaliation, sexual harassment, wrongful discipline and termination, invasion of privacy, unfair labor practices, and breach of labor contract provisions.

“Force Majeure” includes, without limitation by the following enumeration, acts of nature, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement, delays in acquisition of necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond a Party’s reasonable control, causing the inability to perform its obligations under this Agreement.

“FTA” means the Federal Transit Administration of the United States Department of Transportation.

“Hazardous Substance” means: (a) any substances, product, waste or other material of any nature, which is or becomes listed, regulated, or addressed under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., (“CERCLA”); the Hazardous Materials Transportation Act. 49 U.S.C. 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (“RCRA”); the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Washington Model Toxics Control Act, chapter 70.105D RCW et seq., as amended, or under any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance or material, now or at any time after the Agreement is in effect; (b) any substances, product, waste, or other material of any nature, which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil products; (d) asbestos; or (e) any combination of (a) through (e) inclusive. “High Capacity Transportation” means high capacity transportation as defined in RCW 81.104.015.

“Integrated Testing” means tests to verify that Link systems and vehicles are physically and technically compatible and that all Link systems operate together as specified.

“Joint Leadership Team” means the joint leadership team meeting convened every other week by Sound Transit that will be comprised of leaders responsible for the operations and maintenance of Link, including Sound Transit’s Executive Director of Operations and Director of Link Light Rail, along with King County’s Deputy General Manager and Director

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of Link Light Rail and Transit. Leaders will be responsible for determining membership and will include subject matter experts in meetings as needed. If the Team agrees by consensus that no high priority items need to be resolved, then meetings can be deferred as needed. The Joint Leadership Team will evaluate service performance, discuss corrective action plans, and staffing/personnel issues, and evaluate and recommend cost controls. At each meeting, performance and corrective actions will be tracked and evaluated. Action items will be dealt with in a timely manner by the responsible Party. Attendance by core team members is expected.

“Link” means the Link light rail system as generally described in Exhibit B, including light rail vehicles, running surfaces, right-of-way, switches, track, track equipment, power distribution, central control, communications, maintenance and all other equipment associated with operating the light rail vehicles, real estate, and fixed facilities.

“Link Control Center” means the combined primary Rail Operations Control Center and DSTT Operations Control Center located at the Operations and Maintenance Facility, 3407 Airport Way South, Seattle, Washington; and the back-up Link Control Center located in the King County Metro Building at 1263 6th Avenue, Seattle, Washington. The Link Control Center provides critical functions such as voice and data communications with operators and field supervisors, rail vehicles tracking, interfacing between field supervisors and police, fire and other emergency personnel, monitoring all systems including fire, life, safety, tunnel ventilation, CCTV, SCADA, and operations coordination during normal and emergency conditions.

“Link Fleet Management Plan” determines fleet sizes, and has been prepared to meet the following objectives: to document the basis for determination of fleet size requirements for Link; to demonstrate that Sound Transit has identified and put in place the necessary maintenance facilities and maintenance philosophy to ensure reliable service for the life of the vehicles; to demonstrate the need for fleet growth, with ridership expansion over a minimum 10-year period from start of passenger service; and, to satisfy the requirements of Federal Transit Administration (FTA) Circular C9030.1C TOC ‘Requirements Associated with Urbanized Area Formula Grants.’

“Link Functions” means any work or items to be provided under this Agreement, or otherwise, in connection with or related to the Start-Up, operation and maintenance of Link, whether provided by the County, Sound Transit, their respective elected or appointed officials, employees, agents, contractors of any tier and such contractors’ employees, or provided by more than one of the foregoing.

“Link Maintenance Management Plan” means the plan that describes maintenance programs that will ensure that Link assets are maintained in a state of good repair as defined by FTA in 49 CFR 625 and all facilities and equipment of the rail system will perform reliably for the duration of their intended design life. The Plan is updated periodically by Sound Transit per Section 5.0 and the Responsibility Matrix, Exhibit E.

“Link Maintenance Matrix” means the matrix that is Exhibit D and includes the type and frequency of maintenance for Link vehicles, equipment, facilities and systems.

“Link Risk Fund” means the fund established by the County using Sound Transit funds, as

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provided by Section 28.1, to cover all Claims within the self-insured retention ("SIR"), all uninsured Claims, all Claims beyond any insurance limits, and such other costs as are specified in this Agreement; but excluding Workers' Compensation Claims.

"Maintenance Management Information System" or "MMIS" means the system used to maintain accurate maintenance records for vehicles, facilities, equipment and systems as described in Section 8.2.1. The system currently in use is AssetWorks.

"Maintenance Service Center" or "MSC" is the department that, provides safekeeping of Link's inventory, maintains and requisitions inventory, purchases consumables and services, issues and receives parts, maintains stock levels of inventory, shipping and receiving, part/equipment repairs and supports warranty administration functions at Link. The MSC interacts with all departments and levels of the organization.

"Merge Zone" means that portion of the limited access area owned by the Washington State Department of Transportation that extends from the Tunnel south to the Merge Point north of Royal Brougham Way, where northbound buses and light rail trains commence share use of the same right-of-way.

"Metro Transit Department" means the organizational unit in the County that is responsible for the operation of the County's public transportation system, also known as the Transit Department.

"Mission Critical" means the employee positions within the County's Link operational unit that are wholly and exclusively devoted to daily Link operations and are not part of organizational units that are not exclusively associated with Link operations.

"National Transit Database Reports" means reports required by the Federal Transit Administration that contain detailed cost and performance data related to quality of service, safety and security.

"O&M Period" means the period in which the County is responsible for all Work associated with the operations and maintenance of Link, beginning with the Passenger Service Date and extending for the term of the Agreement.

"Operations and Maintenance Facility" means the facility located at Airport Way and Forest Street that contains yard storage for rail cars, a maintenance shop and related facilities, rail operations management offices, a dispatch area, operational control center and a Maintenance of Way support building.

"Operations and Maintenance Facility East" means the facility located in East Bellevue that contains yard storage for rail cars, maintenance shop and related facilities, rail operations management offices, a dispatch area and a Maintenance of Way support building.

"Operations Plan" means the plan that describes the planned operations of the Link system.

"Operating Rulebook" means the book that contains all operating rules related to safe operations of the Link system.

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"Passenger Service Date" (PSD) means the date when passenger service will commence as established by Sound Transit.

"Paratransit" means small bus, van, or other special service provided to individuals with disabilities required by the Americans with Disabilities Act (ADA).

"Performance Reports" means the reports that the County will provide to Sound Transit as specified in Exhibit L, and which reports will include data and information related to the performance of the Link system.

"Performance Standards" means the indicators used to measure quality of service as provided in Exhibit C.

"Rail Activation Plan," Exhibit G, means a plan that describes all activities required to activate the rail vehicles, equipment, facilities and systems for a new segment of Link. The plans will be developed by Sound Transit and may be developed on a segment by segment basis.

"Rail Fleet Management Plan" means the FTA-required plan that describes the planned operations of Link and forms the basis for development of other documents related to operation and maintenance of the system, including the Operations Plan, Maintenance Management Plan, and the Baseline Cost estimate. The Plan also describes system alignment; facilities and equipment; projected ridership; speeds, travel time and headways; signaling systems; traction power; and operational safety and security, among other things.

"Rail Division" means the organizational unit within the County's Metro Transit Department that is responsible for the operation and maintenance of Link in accordance with this Agreement.

"Regional Signage Program" means the standards and specifications used by Sound Transit for its signage program.

"Responsibility Matrix" means the matrix attached as Exhibit E that outlines the responsibilities to develop, implement, maintain, review and support major functions related to the operation of Link.

"SCADA" means Supervisory Control and Data Acquisition. SCADA is a system that provides for the monitoring of traction power substations, elevators and escalators, traffic signaling, intrusion detection, HVAC (heating, ventilation and air conditioning), fire detection and suppression, ancillary power, public address system and emergency telephone system for the tunnels and surface system elements of Link.

"Security Program Plan" means the plan required in Exhibit G and Section 12.0 of the Agreement. This plan describes the combined tasks and activities of Link security management and system security analysis.

"Service Plan" means the plan developed by Sound Transit as required in Exhibit G, that identifies travel times and headways for a service period and provides the information

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necessary to develop detailed schedules and vehicle and operator assignments.

“Shared Costs” means the costs of resources that are shared among the Rail Division and other County services, where each service receives some pro rata share of the cost. Refer to Section 22.1.1.

“Sound Transits Director of Link Operations” means the Sound Transit Director or designee who is responsible for all Link operations.

“Staffing Plan” means the organizational chart which illustrates the lines of reporting among organizational units, highlights the units that are wholly devoted to Link operations and maintenance, identifies the staff (by position) within each of those units, and highlights the units that will provide support to Link operations.

“Standard Operating Procedures” means the detailed procedures that provide direction to operating personnel on how to complete various tasks and handle situations.

“Standard Maintenance Procedures” means the detailed procedures that provide direction to maintenance personnel on how to complete various tasks and handle situations.

“Start-Up” is the phase when the County will begin to operate or maintain new facilities such as Link extensions, a maintenance facility, or station, for testing, training, certification or other purposes before the facility opening date (FOD) or the revenue service date (RSD).

“Start-Up Costs” means agreed-upon costs of the County associated with required tasks during the Start-Up Period.

“Start-Up Period” means the period described in Section 5.0, Start Up, of the Agreement and Exhibit G, which begins prior to the PSD and ends when all Start-Up tasks are completed. Exhibit G outlines the tasks to be completed by both Parties during the Start-Up Period.

“Systems/Electrical” means all hardware and any software elements such as: traction power substations, overhead contact systems, signaling systems, grade crossing warning systems, track and wayside electrical circuits, electrical switchgear, shop and yard electrical lighting and power distribution, fire alarms, station lighting and electrical facilities, and electrical controls for mechanical systems for elevators and tunnel ventilation fans.

“System Safety Program Plan” means the plan that describes the organization and defines activities necessary to identify and analyze possible hazards (risk of damage, injury, or death) to effectively reduce the risk of their occurrence.

“Term” means the duration of this Agreement.

“Third Party” means a person or entity other than Sound Transit or the County.

“Third Party Claim” means a Claim made against Sound Transit and/or the County by a Third Party. “Third Party Claim” shall also include a Claim made by either Party for injuries to

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persons or damage to property (or injuries to persons and property damage) sustained by that Party's personnel or property (or both) when not engaged in Link Functions.

"Ticket Vending Machine" (TVM) means an electronic fare collection, ticket dispensing, ticket validation machine used for transit operations.

"Total O&M Costs" means the sum of all direct and shared costs. Refer to Section 22.1.1.

"Transit Department": See Metro Transit Department.

"Tunnel" without further qualification means any and all tunnels in Link, including the DSTT.

"Waste Minimization Plan" means the plan described in Section 20.2, Waste Minimization Plan, of the Agreement.

"Work" means all work required to be provided by the County and its contractors under the Agreement, including all services, labor, equipment and materials, facilities and all other things necessary and proper for, or incidental to, Start-Up, and operating and maintaining Link in furtherance of this Agreement.

"Workers' Compensation Claim" means a Claim alleging that an employee has sustained an injury or illness arising out of or in the course of employment.

EXHIBIT B GENERAL SYSTEM DESCRIPTION OVERVIEW

Segments

Initial Segment

The Initial Segment extends from a tail track located in a Tunnel Annex east of Westlake Station southward through the existing Downtown Seattle Transit Tunnel (DSTT) to Tukwila International Boulevard Station bordering the cities of Tukwila and SeaTac. The Initial Segment consists of a 13.9-mile long double-track light rail transit system, eleven passenger stations, and an Operations and Maintenance Facility (OMF). The line, located largely in exclusive right-of-way with a mix of at-grade, aerial, and subway guideway, includes the existing 1.3-mile long DSTT and serves four stations. Buses also continue to serve all four of the existing DSTT stations. Development of the Initial Segment included retrofitting the DSTT for joint rail/bus operations, ADA compliance, and Fire/Life Safety requirements. Four of the eleven stations on the Initial Segment are in the DSTT: Westlake, University Street, Pioneer Square, and International District. South of the DSTT, the line includes an at-grade station at Lander Street; a deep-mined station in the Beacon Hill Tunnel; an elevated station at McClellan Street; at-grade stations at Edmunds Street, Othello Street, and Henderson Street; and the elevated Tukwila International Boulevard Station, which includes a park and ride lot. The Initial Segment also includes provisions for deferred stations at Royal Brougham and Boeing Access Road. A fleet of approximately 31, low-floor, articulated 90 to 95-foot cars serve the Initial Segment. All facilities are designed to ultimately accommodate four-car trains. The Initial Segment includes an Operations and Maintenance facility located on a 25-acre site adjacent to the elevated structure on South Forest Street between 6th Avenue South and Airport Way South.

Airport Link

The Airport Link project connected the Tukwila International Boulevard Station in Tukwila via elevated and at-grade tracks to an elevated light-rail station at the main terminal of SeaTac International Airport in the City of SeaTac. Airport Link started revenue service in December 2009.

University Link Extension

University Link starts in downtown Seattle at the eastern end of the Tunnel Annex (also known as the Pine Street stub tunnel) and travels east in a tunnel to the Capitol Hill Station located south of John Street and east of Broadway Avenue. From there it continues in a tunnel crossing under the Lake Washington Ship Canal to a cut-and-cover station just west of Husky Stadium on the University of Washington campus. The 3.15-mile twin-bore tunnel includes a crossover track as part of the University of Washington cut-and-cover tunnel station.

South 200th Link Extension

The South 200th Link Extension consists of 1.6 miles of elevated double-track light rail extending south from SeaTac Airport Station to South 200th Street and a new elevated terminal station located west of Angle Lake. The guideway begins at the existing SeaTac elevated station and runs south immediately east of 28th Avenue to the new elevated Angle Lake Station, which includes a Park and Ride lot on the west and tail tracks to the south.

Key Features

The following is a summary description of the line and planned service:

Alignment

2015 Westlake tail track to SeaTac Station = 15.3 miles of double track

- 1.3 miles tunnel joint bus/rail operations (DSTT)
- 1.1 miles tunnel Beacon Hill
- 7.2 miles at-grade
- 5.6 miles aerial
- 31 grade crossings (3 gated and 28 controlled by traffic lights)

2016 (after University and South 200th Link Extensions)

- 20 miles (13.9-mile Initial Segment + 1.4-mile Airport + 3.15-mile U Link + 1.6-mile S 200th)
- 1.3 miles tunnel joint bus/rail operations (DSTT)
- 4.25 miles tunnel (1.1 mile Beacon, 3.15-mile UW twin-bore tunnel)
- 7.2 miles aerial

Train Service

- Seven days a week (including holidays)
- 20 hours per day (5:00am to 1:00am) Monday- Saturday
- 18 hours per day (6:00am to Midnight) Sunday

Stations

2015

13 stations (5 tunnel, 3 aerial, and 5 at-grade)

2016 (after University Link and South 200th Link Extensions)

16 stations (7 tunnel, 4 aerial, and 5 at-grade)

Headways

Monday –Friday		Saturday		Sunday & Holidays	
05.00 to 06.00 hrs	15 mins	05.00 to 08.00 hrs	15 mins	06.00 to 08.00 hrs	15 mins
06.00 to 08.30 hrs	6 mins	08.00 to 22.00 hrs	10 mins	08.00 to 22.00 hrs	10 mins
08.30 to 15.00 hrs	10 mins	22.00 to 01.00 hrs	15 mins	22.00 to 00.00 hrs	15 mins
15.00 to 18.30 hrs	6 mins				
18.30 to 22.00 hrs	10 mins				

22.00 to 01.00 hrs	15 mins				
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Trains

- 95 feet long
- Service on Link is provided with a mix of 2 and 3-car trains at 6-minute headways based on ridership projections
- 62-car fleet (with additional cars prior to the start of service on additional segments)

Stations

Capable of accommodating maximum consist size of 4 cars

Light Rail Vehicles

74 seated and 74 standees = 148 total per LRV at a load factor of 2.0

Fares System

A barrier-free proof-of-payment fare collection system

Maintenance Facility

An Operations and Maintenance Facility (OMF) located at Forest Street and Airport Way with the following:

- Link Operations Control Center
- Transportation functions
- Outside storage yard for 104 cars
- LRV maintenance shop
- Maintenance of way building (2016)

Exhibit B: LINK SYSTEM MAP



EXHIBIT C: PERFORMANCE STANDARDS

The County shall demonstrate that it is achieving the specified requirements in the Agreement by achieving the following performance standards in a calendar month reporting period unless otherwise noted.

Performance Area	Performance Standard	Goal
On-time Performance	Percent of scheduled train trips completed within 3 minutes of scheduled terminal arrival time	≥98.5%
	Cancelled or incomplete trips	≤10
Headway Management	When the schedule has been lost, headway to be maintained > 4 minutes for 6 min. schedule; > 5 minutes for 7.5 min. schedule; > 7 minutes for 10 min. schedule; and > 12 minutes for 15 min. schedule	> 97%
Vertical Conveyance Availability	Percent of time during revenue service hours that each elevator and escalator (including DSTT) are available for patron use	Escalators ≥95% Elevators ≥98%
Vertical Conveyance Response Time	Percent of Vertical Conveyance call-outs meeting prescribed call-out response times.	≥95%
Preventative Maintenance Percent Complete	Preventive Maintenance On-Time completion per EAMS maintenance schedule for all crafts (Facilities, LRV Maintenance, NRV Maintenance, Traction Power, Track, Signals & SCADA	>90%
Mean Distance Between Failure (MDBF)	Mean Distance Between Failure – the mean operating mileage between independent failures or breakdowns.	20,000 miles
Incidents/Accidents	All events not related to train accidents per million revenue miles (passengers and employees)	≤6
Train Accidents	Number of accidents per 1,000,000 revenue miles	≤6
Station Cleanliness	Completed all station cleaning as defined in the Maintenance Matrix	98%

Facility Quality Inspections	Percent of documented site service quality inspections for cleaning and maintenance performed at facilities.	5%
System Cleanliness	Completed individual LRV interior cleanings daily (%)	100%
	Completed individual LRV exterior cleaning 2 times per week	100%
Employee Injury/Illness on the job	Employee Injury/Illness Rate Employee Injury/Illness Rate – occurrence per OSHA definition of 100 equivalent full time employees”	≤1.00
Employee Sick Leave	Number of days of sick leave per employee per year	≤8.0
Landscaping & Irrigation Task Completion	% of scheduled tasks completed	98%

Explanations:

1. On-Time Performance: Calculated by identifying the sum of all incidents when a train is 3 minutes or more later than the scheduled arrival time at each terminal, dividing by the total scheduled terminal stops and multiplying by 100%.

Cancelled or Incomplete Trips: Calculated by identifying the sum of all trips that have been canceled or incomplete trips.
2. Headway Management: On those occasions when the schedule has been lost, headways must be maintained at levels approaching the scheduled headway to provide a consistent frequency of service to our customers.
3. Vertical Conveyance Availability: For each conveyance, calculated by identifying total hours during the day of revenue service minus the total time elevators and escalators are not available for patron use, dividing by the total hours during the day of revenue service and multiplying by 100%.
4. Vertical Conveyance Response Time: Calculated by dividing number of emergency and non-emergency service calls meeting the respective response times divided by the total number of each call type each month, multiplied by 100%.
5. Preventative Maintenance Percent Complete: Measures completed preventative maintenance in accordance with a predetermined maintenance schedule. Counts the number of inspections performed by each craft and divides them by the number of inspections scheduled for the report period (Monthly). Early, On Time and Late results are determined by the date work is performed or completed against the appropriate number of variance days ahead and behind the inspection target date.
6. Mean Distance Between Failure (MDBF): Measures the mechanical reliability of an

agency's fleet by tracking the mean distance between LRV breakdowns or failures. A mechanical failure is any incident that precludes a revenue vehicle from completing its trip or beginning its next scheduled trip.

7. Incidents/Accidents: Defined as anything other than a train accident (e.g. falls on platforms, on trains, door closing on passengers, etc.) This is the total for revenue miles divided by the number of incidents per month. Calculated by identifying the sum of all accidents for the month, multiplying by 1,000,000 miles and dividing by the number of revenue miles operated during the month.
8. Train Accidents: Train accidents include derailments, collisions, and signal/pedestrian controlled intersections per million train miles. A collision is defined as an incident with damages in excess of \$1,000.00 in repair costs involving the impact between any revenue vehicle and any moving or stationary vehicle, object or person. Calculated by identifying the sum of all accidents for the month, multiplying by 1,000,000 miles and dividing by the number of revenue miles operated during the month.
9. Completed station cleaning: Daily cleaning is calculated each day by identifying stations that have been cleaned according to the Maintenance Matrix, dividing by the number of stations and multiplying by 100%. The percent obtained each day should be averaged over the month and this number reported. Cleaning scope outlined at other frequencies is similarly but separately calculated as a percent of stations completed as scheduled each month. All station cleaning tasks shall be scheduled in EAM by KCM in accordance with the IGA and as approved by Sound Transit.
10. Site Quality Inspections: Defined as number of site quality inspections observed and documented by Facility Superintendent divided by total number of sites, multiplied by 100%. Inspections are intended as unscheduled in order to spot check routine service quality performance for both cleaning and maintenance. Monthly inspection target shall be 5% or more of sites managed with special inspections negotiated with Sound Transit.
11. LRV Interior Cleanliness: Calculated each day by identifying all cars whose interiors had been cleaned, dividing by the number of total cars in service that day and multiplying by 100%. The percent obtained each day should be averaged over the month and this number reported.

LRV Exterior Cleanliness: Calculated each week by identifying all cars whose exteriors had been cleaned 2 times per week, dividing by the number of total cars in service that week and multiplying by 100%. The percent obtained each week should be averaged over the month and this number reported.
12. Employee Injury/Illness Rate: Employee Injury/Illness Rate is determined by multiplying the number of lost time cases recorded for the month and multiplying this number by 200,000 and then dividing this by the total number of hours worked by Rail Section employees for the month. OSHA uses the 200,000 as a base for 100 equivalent full-time employees working 40 hours per week and 50 weeks per year.
13. Employee Sick Leave: Calculated by identifying the number of incidents of sick leave (which include each day or partial day sick) for the month divided by the number of maintenance and operations employees and multiplied by twelve months.

14. Landscaping & Irrigation Task Completion: Landscaping and irrigation schedules shall be implemented by KCM in accordance with the IGA and as approved by Sound Transit. Once approved by Sound Transit the County shall establish a schedule for the work in EAM.

EXHIBIT D:

LINK MAINTENANCE MATRIX

The maintenance matrix provides summary information of the type of equipment and systems that will require maintenance in accordance with the Link Maintenance Management Plan. As outlined in MAP-21 (Moving Ahead for Progress) law directing the FTA to develop 'State of Good Repair' requirements for continued funding commitments and are now detailed in 49 CFR 625. The Level of Maintenance will always meet or exceed these requirements.

The maintenance plan reflects a philosophy that emphasizes preventive maintenance as a means of meeting performance and reliability requirements while controlling overall maintenance costs.

The success of the Link light rail system in the eyes of riders and voters will be due in large part to the perceived reliability, safety and appearance/cleanliness of the system. Thus, the maintenance of the LRVs, track and structure, and stations is of paramount importance. Likewise, system safety will be stressed, resulting in a system that is safe for riders, train operators, other employees and the general public.

Key to assuring system reliability is preventive maintenance following schedules established by the equipment manufacturer but subsequently modified to reflect actual operating experience. Keeping facilities and vehicles in good operating condition avoids conditions and failures, which, in turn, could result in unsafe situations. Reliability is not just limited to early and timely detection of problems, but also is dependent upon well-trained staff (train operators and maintenance personnel), timely availability of spare parts, and the general maintainability of the equipment. Initial maintenance training by equipment suppliers are final design contract deliverables. Planned preventive maintenance ensures work is performed in a controlled, effective and economical manner. It also ensures compliance with manufacturers and warranty requirements.

Cleanliness of both LRVs and stations requires an on-going commitment and allocation of sufficient resources. A zero-tolerance policy on graffiti, both on LRVs and in stations, is key to insuring that there is not incremental degradation of the system.

The attached matrix and subsequent Maintenance Management Plan requirements are subject to final design and dependent on equipment manufacturer's recommended maintenance schedule.

Vehicle Maintenance

Task	Standard	Responsibility
<p>Preventative Maintenance</p> <ul style="list-style-type: none"> • Inspection of in-service vehicle for: safety related systems <ul style="list-style-type: none"> - All vehicle systems and equipment - Visual inspection of underside of car - Windows - Coupler gear - All lights interior and exterior - Equipment covers • Each car will have in-depth inspections as stated in the preventative maintenance data sheet for the service interval (see note 1) <ul style="list-style-type: none"> 5,000 miles 15,000 miles 30,000 miles 60,000 miles 120,000 miles • Wheel truing and replacement 	<p>Daily</p> <p>As required to achieve best performance and ride quality</p>	<p>KCM</p> <p>KCM</p> <p>KCM</p>
<p>Corrective Maintenance</p> <ul style="list-style-type: none"> • Report problems during service and at pull in for maintenance inspector • Rerailing • Identify and correct during PM cycles • Vehicle and component overhaul and support of overhaul activities 	<p>As needed</p> <p>As needed</p> <p>Per established schedule and manufacturer's recommendations</p>	<p>KCM</p> <p>KCM</p> <p>KCM</p>
<p>Unscheduled Maintenance</p> <ul style="list-style-type: none"> • Graffiti • Accident response • Accident repair 	<p>Zero tolerance for graffiti. No car put in service</p> <p>As needed</p> <p>As needed</p>	<p>KCM</p> <p>KCM</p> <p>KCM</p>
<p>Other Equipment Maintenance</p> <ul style="list-style-type: none"> • Wheel truing machine 	<p>Per OEM schedule</p>	<p>KCM</p>
<p>Other Sound Transit Non-Revenue Vehicle Maintenance</p> <ul style="list-style-type: none"> • Regular maintenance items 	<p>Per individual vehicle OEM manufacturers schedule</p>	<p>KCM</p>
<p>Other Sound Transit Non-Revenue Vehicle Cleaning</p> <ul style="list-style-type: none"> • Light cleaning (wash, vacuum, clean windows, empty trash) • Detailed cleaning (touch up nicks, wash/wax, clean windows inside and out; clean upholstery; clean; clean wheels) 	<p>Weekly</p> <p>Suggest at 90 day intervals</p>	<p>KCM</p> <p>KCM</p>

<p>Light Rail Vehicle Cleaning</p> <ul style="list-style-type: none"> • Light interior cleaning with graffiti removal exterior and interior, remove debris and mop, spot glass cleaning, replace worn or damaged seat cushions • Wash and clean car exteriors and forehead, hand brush as necessary • Detailed cleaning of vehicle (detail wash all interior surfaces; clean light fixture lenses or lamps, disinfect, cab cleaning, all interior surfaces; detail exterior cleaning) 	<p>Daily</p> <p>weekly or as required to maintain a clean vehicle exterior</p> <p>Monthly</p>	<p>KCM</p>
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Note 1: LRV Preventive Maintenance schedules will be determined in accordance with OEM recommendations and possible adjustments made based on the Link operating environment.

Facilities Maintenance

Task	Standard	Responsibility
<p>Elevators/Escalators</p> <ul style="list-style-type: none"> • Inspections, maintenance, repairs & equipment adjustment services • Comply with L&I requirements for inspection/testing, and correct any noted deficiencies • Be available for on-call/emergency services 	<p>In accordance with L&I requirements and manufacturer recommendations</p>	<p>KCM</p>
<p>Roll Up Doors</p> <ul style="list-style-type: none"> • Inspect, maintain, and adjust per manufacturer recommendations • Utilize 3rd party for major repairs, adjustments, assessments, etc. 	<p>Per manufacturer recommendations</p>	<p>KCM</p>
<p>Roofs</p> <ul style="list-style-type: none"> • Perform inspections & document as specified by manufacturer/installer • Repair roofs as specified by manufacturer/installer 	<p>Semi-Annual Inspection, unless specified otherwise by manufacturer/installer</p>	<p>KCM</p>
<p>Electrical and Lighting</p> <ul style="list-style-type: none"> • All electrical/lighting preventative maintenance and repair 	<p>Per manufacturer recommendations, published standards, and regulations</p>	<p>KCM</p>
<p>Uninterruptable Power Supplies</p> <ul style="list-style-type: none"> • Inspection, testing, maintenance, repair, battery replacement, etc. 	<p>Per manufacturer recommendations</p>	<p>KCM</p>
<p>HVAC</p> <ul style="list-style-type: none"> • Preventative maintenance, repair, and system adjustment 	<p>Per manufacturer recommendations, and industry standards</p>	<p>KCM</p>
<p>Plumbing</p> <ul style="list-style-type: none"> • Servicing and repair of all plumbing equipment (sinks, toilets, hot water 	<p>Per manufacturer recommendations, published standards, and regulations</p>	<p>KCM</p>

heaters, drains, pumps, compressors, fire sprinklers, etc.)		
Backflow Devices <ul style="list-style-type: none"> Inspect, maintain, certify, and repair Report test results to AHJ 	Per manufacturer recommendations, published standards, and regulations	KCM
Fire/Life Safety <ul style="list-style-type: none"> Systems inspection, maintenance, testing, certification, & repair Report results to AHJs 	Per code and manufacturer's recommendations	KCM
Fire Extinguishers <ul style="list-style-type: none"> Inspect, replace, & recertify 	Reporting deficiencies/recertification	KCM
Fire Extinguishers <ul style="list-style-type: none"> Inspect, replace, & recertify 	Monthly inspection, Annual certification	KCM
Tunnel Emergency Fans and Generator <ul style="list-style-type: none"> Inspect, maintain, test, & repair 	Per code and manufacturer's recommendations	KCM
Oil Water Separator Maintenance <ul style="list-style-type: none"> Perform periodic preventative maintenance & inspection on oil & water separator & associated machinery per manufacturer specifications Includes emergency spill response and detailed reporting as per approved spill response SMP 	Per manufacturer recommendations, and industry standards	KCM
Parking Lot Sweeping <ul style="list-style-type: none"> All lots to be swept a minimum of four times per year Additional sweeping as required to maintain storm water compliance On-call/emergency & special event sweeping may also be required 	Semi-annually	KCM
Glass/Glazing Replacement <ul style="list-style-type: none"> Replacement of plate glass, mirrors, window & door frames, glass supplies & materials Ensure proper replacement/repair of glass windows/doors that are free of leaks with a 1yr. warranty Be available for on-call/emergency board up, cleaning and replacement 	As needed	KCM
Art <ul style="list-style-type: none"> Maintenance, repair, cleaning of artwork 	As needed	ST
Graffiti/Vandalism <ul style="list-style-type: none"> Graffiti removal Vandalism repair Touch up paint Replace glazing Replace vandal shield 	Within 24 hours of report – unless, on a case by case basis, the parties otherwise agree	KCM

<p>Painting/Coatings</p> <ul style="list-style-type: none"> • Touch up painting and coating removal/replacement • Paint all areas below 10' • Other areas may be painted with ST approval • Recommend alternative coatings for falling surfaces to ST for approval • Evaluate surfaces and recommend to ST when large, capital painting projects are required 	<p>As needed</p>	<p>KCM</p>
<p>Window Washing</p> <ul style="list-style-type: none"> • Applies to stations and maintenance facilities 	<p>Windows & glass within arm's reach to be cleaned as part of daily custodial cleaning.</p> <p>Glass cleaning requiring specialized equipment to be done a minimum of twice annually.</p>	<p>KCM</p>
<p>Waste Hauling and Dumpster Supply</p> <ul style="list-style-type: none"> • Responsible for providing delivery & pick-up of dumpsters of all kinds • Ensure waste is appropriately separated by type to meet recycling and environmental standards 	<p>As necessary to support waste volumes and prevent waste overflow and various ST transfer station locations</p>	<p>KCM</p>
<p>Servicing Facility Infrastructure</p> <ul style="list-style-type: none"> • Preventative maintenance and repair of facility infrastructure, including but not limited to doors, doorjamb, door hardware (electrified or non-electrified), door locking mechanisms to include locksmith services, windows, walls, floors, ceilings, etc. 	<p>Per manufacturer recommendations, and industry standards</p>	<p>KCM</p>
<p>Key Management</p> <ul style="list-style-type: none"> • Procure key stock • Maintain key inventory • Issue keys • Track key issuance 	<p>As needed</p>	<p>ST</p>
<p>Fencing and Gates</p> <ul style="list-style-type: none"> • Inspect, maintain, repair, & adjust • Includes all facility fencing and gates, powered & manual 	<p>Per manufacturer recommendations, and industry standards</p>	<p>KCM</p>
<p>Pavement</p> <ul style="list-style-type: none"> • Spot Repair, minor maintenance, limited striping/thermoplastic replacement, and incidental curb painting. All changes to initial striping/painting must be preapproved by ST 	<p>As needed</p>	<p>ST</p>

<ul style="list-style-type: none"> Capital projects, striping/sealing/painting/thermoplastic covering large areas/full lots 		
Sani-Cans <ul style="list-style-type: none"> On-call services for Sani-can service Deliver appealing Sani-cans in a timely manner Sani-cans shall be cleaned thoroughly on a weekly and as-needed basis 	As necessary to replace out of service bathrooms, or support special duty assignments	KCM
Pest Control <ul style="list-style-type: none"> All pest control services including insects, spiders, rats, mice, raccoons, birds, rabbits, clean-up of pest infestations, guano and other nuisance droppings, etc. Includes scheduled services and 24/7 on call response KCM shall develop an Integrated Pest Management plan that meets the minimum standards set forth in ST's IPM for approval by ST 	Per industry standards	KCM
OMF Specific Tasks		
Overhead Cranes & Shop Equipment <ul style="list-style-type: none"> Inspect, maintain, annually recertification & clean 	Per manufacturer recommendations, published standards, and regulations	KCM
General Tool Calibration <ul style="list-style-type: none"> Periodic calibration services in accordance with manufacturer specifications and as required by federal/state codes Include applicable items listed under preventative maintenance 	Per manufacturer recommendations, published standards, and regulations	KCM
Office, Cubicle, & Meeting Room Furniture <ul style="list-style-type: none"> Install, repair, replace, adjust, and maintain furniture Furniture procurement 	As needed	ST ST
Janitorial <ul style="list-style-type: none"> Light cleaning Empty Trash Sweep Spot Clean Restock supplies 	Daily	KCM
Janitorial <ul style="list-style-type: none"> Detailed Cleaning Vacuuming Shampoo Carpets Wash Windows 	Monthly	KCM
Station Cleaning		

<p>Station Cleaning</p> <ul style="list-style-type: none"> • Spot mopping/sweeping • Wash walls • Wipe stainless steel components • Clean up spills/unsanitary conditions • Clean glass • Wipe down all elevators and escalators • Pick up liter & empty trash/recycle receptacles • Restock supplies 	Daily	KCM
<p>Station Cleaning</p> <ul style="list-style-type: none"> • Detail/polish all stainless steel components 	Semi Annually	KCM
<p>Station Cleaning</p> <ul style="list-style-type: none"> • Use floor scrubbers in all public areas, including but not limited to, exterior plazas, platforms, mezzanines, concourses, pedestrian bridges, etc. 	Weekly	KCM
<p>Station Cleaning</p> <ul style="list-style-type: none"> • Floor scrub back of house areas 	Semi Annually	KCM
<p>Station Cleaning</p> <ul style="list-style-type: none"> • Pressure wash stairwells to remove filth, excrement, and organic material • Clean all light fixtures • Clean out all floor drains, trench drains, & sumps 	Monthly	KCM
<p>Station Cleaning</p> <ul style="list-style-type: none"> • Pressure wash entire station, including but not limited to, plazas, canopies, elevated areas, platforms, vertical surfaces, stairwells, etc. 	Quarterly	KCM
Landscaping & Irrigation		
<p>Landscaping</p> <ul style="list-style-type: none"> • Water, prune, weed, mow, trim, edge, fertilize, apply herbicide, aerate turf, over seed turf, etc. • Plant removal/replacement requires prior ST approval • W,P&S vegetation control and herbicide applications along alignment and TPSS/Signal compounds 	Per O&M recommendations and industry standards	KCM
	Spring/Fall, as required	KCM
<p>Irrigation</p> <ul style="list-style-type: none"> • Develop water schedules for each station by zone • Apply water per ST approved watering schedule 	Annually	KCM

Irrigation • Inspect, maintain, and repair	Per O&M recommendations and industry standards	KCM
Irrigation • Winterize irrigation system	Annually	KCM
Irrigation • Spring start-up for irrigation system – Pressurize and check heads/repair/replace	Annually	KCM
Adverse Conditions		
Adverse Conditions • Snow Removal • De-icing • Surface pre-treatment/post-treatment • Adverse conditions preparation • Adverse conditions clean up (remove sand, grit, etc. to ensure storm water system is not impacted) • 24/7 response	As needed to keep facilities operational	KCM
Storm water		
Storm water • Clean catch basins	Per O&M recommendations and industry standards	KCM
Storm water • Maintain storm water detention/conveyance/treatment facilities	Per ST Storm water Maintenance manual, O&M recommendations, AHJ requirements, and industry standards	KCM

Track Maintenance

Task	Standard	Responsibility
Track Inspection		
• Basic daily inspection by operator on first train or by hi-rail vehicle before start of service	Daily/Sweep	KCM
• Riding visual inspection first train track maintainer in cab	Weekly	KCM
• Riding inspection ride quality first train track maintainer in cab	Monthly	KCM
• Basic track patrol; walk the track or use inspection vehicle; check for frayed cables and broken connections to rails and special track work turnouts, bolted joints, etc.	Twice a week	KCM
• Yard patrol – walking inspection	Monthly	KCM
• Maintain track turnouts – walking inspection	Monthly	KCM
• Crossing frog – walking inspection	Monthly	KCM
• Curve gauge/line surface	Monthly	KCM
• Lubricate all turnouts	Monthly	KCM
• Tie inspection	Monthly	KCM

<ul style="list-style-type: none"> • Direct fixation fastenings • Rail grinding and replacement • Graffiti removal, vandalism repair, touch up paint 	<p>Quarterly As needed Within 24 hours of report (48 hours if a third party contractor is required) unless, on a case-by-case basis, the parties otherwise agree</p>	<p>KCM KCM KCM</p>
<p>Wheel Squeal Mitigation</p> <ul style="list-style-type: none"> • Maintain any measures required to mitigate wheel squeal 	<p>As Required</p>	<p>KCM</p>
<p>Lubrication of Switch Stands</p> <ul style="list-style-type: none"> • Lubrication of switch stands 	<p>Monthly</p>	<p>KCM</p>
<p>Spray Ballasted Track for Vegetation Control</p> <ul style="list-style-type: none"> • Yard turnout – walking inspection • ROW culvert and drainage structure – walking inspection 	<p>Semi-annually (Spring/Fall) Annually Daily</p>	<p>KCM KCM</p>
<ul style="list-style-type: none"> • Develop a reporting mechanism for: <ul style="list-style-type: none"> - Train operators to report problems during service, and - Track inspectors to report problems during routine inspection 	<p>Daily Weekly As needed</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Visual inspection of lighting, general tunnel and station conditions 	<p>Quarterly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Sweep tunnel segments with diesel-powered sweeper 	<p>Every 2 years</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Pressure wash roadways, grade crossing panels, tunnel boxes 	<p>Every 2 years</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Inspect drainage, culverts and bridges, identify areas of flooding or standing water, inadequate drainage along the rights-of-way, blocked or obstructed culverts, corrosion on steel structures, and other structural problems such as cracks, spalling concrete, paint condition, bolt condition 	<p>Every 2 years</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Inspection of aerial structures by engineer 	<p>Every 4 years</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Inspection of tunnel structures by engineer 	<p>Within 24 hours of report (48 hours if a third party contractor is required) unless, on a case-by-case basis, the parties otherwise agree.</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Graffiti removal, vandalism repair, touch up paint, replace glazing 	<p>Within 24 hours of report (48 hours if a third party contractor is required) unless, on a case-by-case basis, the parties otherwise agree.</p>	<p>KCM</p>
<p>Track Testing</p>	<p>Quarterly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Return circuit – detailed mechanical and electrical inspection 	<p>Quarterly</p>	<p>KCM</p>

<ul style="list-style-type: none"> • Trackwork electrical isolation (information transmitted to the LCC via SCADA) 	Monitor	KCM
<ul style="list-style-type: none"> • Stray current test – readings from test boxes; inspect condition around direct fixation fasteners for stray current corrosion 	Annually	KCM
<ul style="list-style-type: none"> • Ultrasonic tests of mainline rail and special track work 	Annually	KCM
<ul style="list-style-type: none"> • Emergency track patrol 	As needed	KCM

Overhead Contact System Maintenance

Task	Standard	Responsibility
General		
<ul style="list-style-type: none"> • Visual inspection of overhead contact system and right of way by train operators 	Daily	KCM
<ul style="list-style-type: none"> • Rigging temporary overhead lines 	As needed	KCM
<ul style="list-style-type: none"> • Make permanent repairs during non-revenue hours 	As needed	KCM
<ul style="list-style-type: none"> • Check freedom from grounds or contact between rails and grounded structure using rail electrical isolation test 	As needed	KCM
<ul style="list-style-type: none"> • Check lights in tunnels, OMF yard, and areas within 10ft non-qualified employee boundary. Repair/replace as needed. 	Quarterly, as needed	KCM
Cables		
<ul style="list-style-type: none"> • Inspect exposed sections of cables for physical damage or evidence of overheating 	Weekly	KCM
<ul style="list-style-type: none"> • Inspect messenger wire for abrasions and bird-caging 	Weekly	KCM
<ul style="list-style-type: none"> • Inspect terminations, jumpers and splices for evidence of physical damage or overheating 	Weekly	KCM
<ul style="list-style-type: none"> • Inspect the cable support and termination 	Quarterly	KCM
<ul style="list-style-type: none"> • Inspect bolted electrical connections for high resistance using one of the following methods: <ol style="list-style-type: none"> 1. Use a calibrated torque wrench to verify tightness of bolted electrical connections 2. Perform a thermo graphic survey of the equipment under loaded conditions 	Annually	KCM
<ul style="list-style-type: none"> • Compare bolted connection resistance to recorded values or values of similar connections 	Annually	KCM

<ul style="list-style-type: none"> • Perform resistance measurements on bolted connections with a low-resistance ohmmeter capable of reading 2 $\mu\Omega$, or with parallel clamp-on ammeter to verify nearly equal currents on all cables. Compare bolted connection resistance to recorded values or values of similar connections. Investigate any values that deviate from similar connections by more than 25% of average value • Perform an insulation resistance test with a megohmmeter using a voltage no greater than the cable insulating rating • Ensure bolt-torqued levels are in accordance with OEM recommendations 	<p>Annually</p>	<p>KCM</p>
<p>Walking Inspection</p>		
<ul style="list-style-type: none"> • Check OCS pole foundation for visible cracks, deposits of trash, overgrowth of vegetation, and concrete condition 	<p>Monthly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check poles for loose hardware on bonding cables, broken or cracked welds, damaged galvanization, distortion, cracking, or corrosion 	<p>Monthly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check the integrity of bonding cables 	<p>Monthly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check the completeness, cleanliness, and proper attachment of signage and pole numbers 	<p>Monthly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check insulators and cable terminations for damage or dirt. Clean according to PM schedule or as necessary 	<p>Monthly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check position of insulators, steady arms and contact wire clips. Adjust as necessary. 	<p>Monthly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check for broken wires at contact wire supports. 	<p>Monthly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check catenary for broken or displaced hangers. Repair/Replace as necessary 	<p>Monthly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check the position of contact wire bridges at crossovers and the position of wires at overlap and crossovers 	<p>Monthly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check frogs, switches, and cantilever assemblies for slackened or missing jumpers 	<p>Monthly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check the balance weight assembly for corrosion of steel wire Adjust as necessary 	<p>Monthly</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check the free movement of the pulley wheel. Adjust and lubricate as necessary 	<p>Annually</p>	<p>KCM</p>
<ul style="list-style-type: none"> • Check the position of the weight stack depending on the temperature and alignment of the wires on the pulley, adjust as necessary using dynamometer equipment 	<p>Annually</p>	<p>KCM</p>

<ul style="list-style-type: none"> • Check the condition of disconnect switch for arc burns, insulator integrity, freedom of movement and connecting cables 	Annually	KCM
Aerial Inspection		
<ul style="list-style-type: none"> • Check the stagger of the contact wire at supports and at mid-span and adjust as necessary. 	Quarterly	KCM
<ul style="list-style-type: none"> • Check the steady arm inclination and adjust as necessary. 	Quarterly	KCM
<ul style="list-style-type: none"> • Clean Surge Arrestors and verify torque of fasteners 	Annually	KCM
<ul style="list-style-type: none"> • Check the adjustment of the outrunning wires in overlap sections and at crossovers. 	Quarterly, or as needed	KCM
<ul style="list-style-type: none"> • Check the contact wire for twists, kinks and spots of arcing. If more than 30% worn, then replace the contact wire. 	Quarterly, or as needed	KCM
<ul style="list-style-type: none"> • Check the messenger wires, head-span wires, dropper wires, ground wires and feeder wires for corrosion, damage, broken strands, and evidence of arcing. Wires should be monitored for arcing due to hard spots, particularly near clamps. Make adjustments as necessary. 	Quarterly, or as needed	KCM
Overhead Tie Switch		
<ul style="list-style-type: none"> • Check contact blades for dirt and arcing damage. Connecting blades should be free of cracks and arcing damage 	Quarterly	KCM
<ul style="list-style-type: none"> • Check all moving parts of the switch assembly, operating link, contact blades and operating handle for free movement. Adjust as necessary. Lubricate according to OEM guidelines. 	Quarterly	KCM
<ul style="list-style-type: none"> • Check the correct position of the section insulators and the even wear of the runners. 	Quarterly	KCM
<ul style="list-style-type: none"> • Check the contact wire termination for cracks and excessive wear and for damage suspension assembly. Adjust as necessary. 	Quarterly	KCM
Catenary		
<ul style="list-style-type: none"> • Verify the position and condition of hangers, cantilevers, steady arms, clips and other attachments. 	Quarterly	KCM
<ul style="list-style-type: none"> • Verify cantilever lateral movement according to design, and verify proper clearance envelope. 	Quarterly	KCM

• Measure/Record contact wire height above top of rail	Annually	KCM
• Measure/Record contact wire stagger from centerline of track at supports and in center span.	Annually	KCM

*Crews to advance through alignment throughout the year.

**Any defects found/reported shall be repaired within 48hrs or within a mutually agreed upon time frame between ST and KCM, depending on the severity of the defect or damaged part/component

Substation Inspection and Maintenance

Task	Standard	Responsibility
General Tasks		
• General housekeeping chores	Weekly	KCM
• Check control power batteries for cleanliness; electrolyte levels and state of charge	Weekly	KCM
• Visually check auxiliary and rectifier transformer	Weekly	KCM
• Check status of the annunciator alarms, reset function and operations of the annunciator	Weekly	KCM
• Visually check condition of the rectifier, diodes, control wires, relaying and the status of the fuse indicators	Weekly	KCM
• Visually verify connection of the positive and negative disconnect switches	Weekly	KCM
• Check the condition of overcurrent, protective and other relays	Weekly	KCM
• Check the battery charger and record its output current and voltage in the station log	Weekly	KCM
• Inspect the condition of the sub-station batteries and connections	Weekly	KCM
• Inspect the condition of the fire/security alarm panel	Weekly	KCM
• Replace spent lamps and indicators	Weekly	KCM
• Check interior/exterior lighting; Test emergency lights	Weekly	KCM
• Perform a walk around inspection of the TPSS site	Weekly	KCM
• Inspect ground matting for vegetation and perform weed control as necessary	Weekly	KCM
• Graffiti removal, vandalism repair, touch up paint, replace glazing	Within 24 hours of report (48 hours if a third party contractor is required) unless, on a case-by-case basis, unless the parties otherwise agree	KCM, possible third party contract

• Replace media in air filters	Quarterly	KCM
• Inspect/replace HVAC air filters	Monthly, As needed	KCM
• Inspect HVAC systems for health and operation	Monthly– Semi-annual	KCM KCM
• Perform HVAC system maintenance	Quarterly	KCM
• Check exterior grounding connections, perimeter fences, and general building exterior	Annually	KCM
• Inspect control and power fuses for continuity	Annually	KCM
• Inspect control devices such as control switches, meters, lights and relays for proper operation	Annually	KCM
• Inspect terminal strips for secure termination	Annually	KCM
• Test all interlocking systems and Kirk keying system for correct operation and sequencing	Annually	KCM
• Perform resistance measurements of all accessible bolted connections with a low resistance ohmmeter	Annually	KCM
• Inspect all bolted electrical connections using a calibrated torque-wrench or by verifying previously applied/intact torque markings	Annually	KCM
Batteries		
• Verify existence of suitable eyewash equipment	Weekly	KCM
• Check and record the battery terminal voltage with the charger operating	Quarterly/Annually	KCM
• Check and record the battery terminal voltage with the charger off	Quarterly/Annually	KCM
• Check and record the battery charger output	Quarterly/Annually	KCM
• Inspect battery cells for cracks and leakage	Quarterly/Annually	KCM
• Clean the battery enclosure surfaces and connections	Quarterly/Annually	KCM
• Check torque and tighten battery terminals if necessary	Quarterly/Annually	KCM
• Measure and record the resistance of the battery inter-cell connections	Quarterly/Annually	KCM

Electrical Switchgear		
<ul style="list-style-type: none"> Open/trip and close DC breakers via local control electrically and manually (Ensure that the indication lamps and mechanical indications function properly) 	Quarterly/Annually	KCM
<ul style="list-style-type: none"> Open/trip and close DC breakers via remote control (Ensure the control center receives the proper indications regarding breaker position) 	Quarterly/Annually	KCM
<ul style="list-style-type: none"> Open/trip and close AC breaker via local control (Ensure that the indication lamps and mechanical indications function properly) 	Quarterly/Annually	KCM
<ul style="list-style-type: none"> Open/trip and close AC breaker via remote control (Ensure the control center receives the proper indications regarding breaker position) 	Quarterly/Annually	KCM
<ul style="list-style-type: none"> Open/trip and close AC breaker in test position 	Quarterly/Annually	KCM
<ul style="list-style-type: none"> Record breaker as-found and as-left operation counter readings. 	Quarterly/Annually/or after repair/testing	KCM
<ul style="list-style-type: none"> Inspect breakers for any damage or malfunction 	Annually	KCM
<ul style="list-style-type: none"> Clean and lubricate removable elements 	Annually	KCM
<ul style="list-style-type: none"> Check for proper racking operation 	Annually	KCM
<ul style="list-style-type: none"> Check interior bus and cable connections and tighten to proper torque 	Annually	KCM
<ul style="list-style-type: none"> Check interior bus and insulators, cubicle and breaker elements 	Annually	KCM
<ul style="list-style-type: none"> Measure critical distances such as contact gap per the OEM 	Annually	KCM
<ul style="list-style-type: none"> Inspect main contacts, arcing contacts, and aux contacts 	Annually	KCM
<ul style="list-style-type: none"> Inspect and test protective devices for proper settings and operations 	Annually	KCM
<ul style="list-style-type: none"> Operational test of protective devices and associated circuit breakers 	Annually	KCM
<ul style="list-style-type: none"> Perform AC and DC breaker inspection/testing according to OEM recommendations 	Annually, as recommended by OEM	KCM
<ul style="list-style-type: none"> Perform contact resistance testing with low-resistance ohmmeter 	Annually	KCM
<ul style="list-style-type: none"> Check calibration of and test associated protective devices, rate-of-rise relays, dc ammeters, load measuring relays, and other relays 	Annually	KCM

• Test load measuring system	Annually	KCM
• Check surge arrestor trigger fuses	Annually, as needed	KCM
• Perform insulation resistance tests and Hi-pot tests of breakers according to voltage values published in OEM data.	Triennially (once every three years)	KCM
Transformer		
• Visually inspect current transformers	Annually	KCM
• Inspect all bolted electrical connections using a calibrated torque-wrench in accordance to values set by OEM published data	Annually	KCM
• Perform resistance measurements through each bolted connection with low resistance ohmmeter	Annually	KCM
• Inspection and tightening of primary contacts	Annually	KCM
• Inspect the core and coils for deterioration and damage	Annually	KCM
• Clean the coils	Annually	KCM
• Test the over temperature device for proper function	Annually	KCM
• Perform insulation-resistance tests with proper test voltage	Triennially (once every three years)	KCM
Traction Rectifier		
• Inspect and clean bus insulators and rectifier	Annually	KCM
• Inspect power connections and bus splices	Annually	KCM
• Inspect all bolted electrical connections using a calibrated torque-wrench in accordance to values set by OEM published data	Annually	KCM
• Verify that bolt-torque values are consistent with OEM published data.	Annually	KCM
• Inspect control wiring	Annually	KCM
• Test and calibrate the associated protective devices as required	Annually	KCM
• Verify that control devices and circuits operate as intended	Annually	KCM

Wayside Train Control and Radio Maintenance

Task	Standard	Responsibility
General		
<ul style="list-style-type: none"> Safety inspection, automatic highway crossing warning signals (done by sweeper train) 	Daily	KCM
<ul style="list-style-type: none"> Battery and charger, UPS switch observation 	Monthly	KCM
<ul style="list-style-type: none"> Joint/switch inspection 	Bi-Monthly	KCM
<ul style="list-style-type: none"> Inspect shunt fouling, switch circuit control, route locking, time release and timing relays, general bonding inspection, 	Quarterly	KCM
<ul style="list-style-type: none"> Inspect lighting arrestors, approach locking, time locking, indication locking, traffic locking 	Annual	KCM
<ul style="list-style-type: none"> Inspect and certify relays 	Every 2 years	KCM
<ul style="list-style-type: none"> Check cable insulation resistance 	Every 5 years	KCM
<ul style="list-style-type: none"> Repair and replacement of broken crossing gate arms 	As needed	KCM
<ul style="list-style-type: none"> Graffiti removal, vandalism repair, touch up paint 	Within 24 hours of report (48 hours if a third party contractor is required) unless, on a case-by-case basis, the parties otherwise agree	KCM
Automatic Highway Crossing Warning System		
<ul style="list-style-type: none"> Functional test of flashers and gates 	Daily/Sweep	KCM
<ul style="list-style-type: none"> Visual test of flashing light signal lenses and gate arms, signal lenses 	Weekly	KCM
<ul style="list-style-type: none"> Gate up and down time 	Monthly	KCM
<ul style="list-style-type: none"> Check battery 	Monthly	KCM
<ul style="list-style-type: none"> Check charger and charge rate 	Quarterly	KCM
<ul style="list-style-type: none"> Check crossing approach warning time 	Quarterly	KCM
Rail Signal System		
<ul style="list-style-type: none"> Check UPS batteries record voltage 	Monthly	KCM
<ul style="list-style-type: none"> Switch layout visual test 	Monthly	KCM
<ul style="list-style-type: none"> Switch obstruction test 	Monthly	KCM
<ul style="list-style-type: none"> Ground readings 	Quarterly	KCM
<ul style="list-style-type: none"> Switch circuit controller visual inspection 	Quarterly	KCM
<ul style="list-style-type: none"> Switch restoring feature 	Quarterly	KCM
<ul style="list-style-type: none"> Fouling circuits 	Quarterly	KCM
<ul style="list-style-type: none"> Insulated rail joints and switch insulation tests 	Quarterly	KCM
<ul style="list-style-type: none"> Exercise signal processor and local control panel functions, including: <ul style="list-style-type: none"> Traffic locking Redundant VHLC control Loss of shunt Time relays Cab signal circuits Approach locking Route locking 	Annually	KCM
	Annually	KCM
	Annually	KCM
	Annually	KCM
	Annually	KCM
	Annually	KCM
	Annually	KCM
	Annually	KCM
	Annually	KCM
	Annually	KCM

- Time locking		
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Wayside Train Control and Radio Maintenance (Continued)

Task	Standard	Responsibility
<ul style="list-style-type: none"> Inspect wayside signals 	Annually	KCM
<ul style="list-style-type: none"> Redundant processor selection 	Annually	KCM
<ul style="list-style-type: none"> Adjust and certify AC vane relays 	Annually	KCM
<ul style="list-style-type: none"> Adjust and certify vital relays 	Every 2 years	KCM
<ul style="list-style-type: none"> Cab signal level and frequency 	Every 2 years	KCM
<ul style="list-style-type: none"> Track circuit shunting sensitivity and frequency test 	Annually	KCM
<ul style="list-style-type: none"> Check bus detection functions 	Annually	KCM
<ul style="list-style-type: none"> - Verify all detection antenna functions 	Annually	KCM
<ul style="list-style-type: none"> - Verify antenna sensitivity and focus 	Annually	KCM
<ul style="list-style-type: none"> - Inspect all wayside signals 	Annually	KCM
<ul style="list-style-type: none"> - Exercise all bus detection check in and check out functions 	Annually	KCM
<ul style="list-style-type: none"> Verify TWC functions at each loop 	Annually	KCM
Radio/Mobile Systems		
<ul style="list-style-type: none"> Tunnel radio equipment (bi-directional amps) preventative maintenance 	Quarterly	KCM
<ul style="list-style-type: none"> Antennas preventative maintenance 	Quarterly	KCM
<ul style="list-style-type: none"> Base stations and controllers preventative maintenance 	Quarterly	KCM
<ul style="list-style-type: none"> Portable and mobile radios service as required 	Annual, or as required	KCM
<ul style="list-style-type: none"> *Mobile data systems (Wi-Fi) 	TBD	ST IT
<ul style="list-style-type: none"> Radio alarms-monitor and respond according to priority and as per code, 24x7, notify appropriate personnel 	24x7	KCM
<ul style="list-style-type: none"> *Software updates as required (Wi-Fi) 	As Required	ST IT/
<ul style="list-style-type: none"> *Software updates as required (Wi-Fi) 	As Required	KCM

*Any work with the general traffic control system must be coordinated with the cities of Seattle, Tukwila, and SeaTac.

Communications Systems Maintenance

Task	Standard	Responsibility
General		
<ul style="list-style-type: none"> Change battery on two-way radio 	Daily	KCM
<ul style="list-style-type: none"> Check CCTV as regular part of monitoring 	Daily	KCM
<ul style="list-style-type: none"> Inspect and test emergency phone system 	Weekly	KCM
<ul style="list-style-type: none"> Inspect functions on two-way radio 	Weekly	KCM
<ul style="list-style-type: none"> Test intrusion and elevator alarms 	Weekly	KCM
<ul style="list-style-type: none"> Clean lens shields on CCTV 	Monthly	KCM
<ul style="list-style-type: none"> Test and clean central control recording devices 	Monthly	KCM
<ul style="list-style-type: none"> Check each Public Address speaker in the stations 	Annually or per SMP	KCM
<ul style="list-style-type: none"> Check the two-way radio for signal strength 	Prior to initial use and Quarterly	KCM

<ul style="list-style-type: none"> Graffiti removal, vandalism repair, touch up paint, replace glazing 	Within 24 hours of report	KCM
<p>Voice Systems</p> <ul style="list-style-type: none"> *PBX – house-keeping and visual inspection Office Field (Secured access) 	Semi-annual	ST IT/KCM
<ul style="list-style-type: none"> *Telephone sets – service as required Office Field (Secured access) 	As required, unscheduled	ST IT/KCM
<ul style="list-style-type: none"> *Emergency phone system (including blue light phones) testing, housekeeping and visual inspection 	Unscheduled responses to problems/testing per SMP	KCM
<ul style="list-style-type: none"> *Passenger emergency phones testing, housekeeping, and visual inspection 	Unscheduled responses to problems/testing per SMP	KCM
<ul style="list-style-type: none"> *PET and ETEL administration and configuration – maintain records, assignments, perform release updates 	Ongoing	KCM
<ul style="list-style-type: none"> Support ETEL/PET confidence testing, including local backup servers 	Annual	KCM
<p>Mechanical & Electrical</p> <ul style="list-style-type: none"> *Batteries – testing, preventative maintenance 	Monthly, or as per SMP	KCM
<ul style="list-style-type: none"> *Power supplies – testing and preventative maintenance 	Monthly, or as per SMP	KCM
<ul style="list-style-type: none"> *UPS system testing and preventative maintenance 	Monthly, or as per SMP	KCM
<p>Other Systems</p> <ul style="list-style-type: none"> *Variable message signs, preventive maintenance, cleaning and inspection 	Semi-Annually or as per final design/SMP	KCM
<ul style="list-style-type: none"> *Card key access service as required 	As required/SMP	KCM
<ul style="list-style-type: none"> *Intrusion detection performance check 	Annually, or as per SMP	KCM
<ul style="list-style-type: none"> ROW systems supporting safety devices and operations 	Annually, or as per SMP	KCM

Communications Systems Maintenance (Continued)

Task	Standard	Responsibility
<p>Control Systems (SCADA)</p> <ul style="list-style-type: none"> *Control consoles – cleaning and inspection, back-up replacement 	Quarterly, or as per final design/SMP	KCM
<ul style="list-style-type: none"> *Overview displays – cleaning and inspection, back-up, repair, replacement 	Quarterly, or as per final design/SMP	KCM
<ul style="list-style-type: none"> *Systems administration <ul style="list-style-type: none"> - Software upgrades - Data administration - Diagnostics - Graphical interface 	As required, or as per final design/SMP	Ops OT/KCM Ops OT
	As required, or as per final design/SMP	KCM

<ul style="list-style-type: none"> *Repair and maintain field devices for SCADA and control systems such as CCTV cameras, PLCs, controllers, etc. *Service and maintain servers and work stations for Train Control, Building Management, Emergency Ventilation, Emergency Phones & Messaging *PLCs – clean, inspect and monitor performance *Access control – manage Link campus, troubleshoot Link field devices 	<p>As required, or as per final design/SMP</p> <p>Annually, or as per final design/SMP</p> <p>As required, or as per final design/SMP</p> <p>24x7</p>	<p>KCM</p> <p>KCM</p> <p>KCM</p> <p>KCM/Ops OT/ST IT</p>
<p>Network Monitoring and Management</p> <ul style="list-style-type: none"> *Network monitoring and response, notification of appropriate personnel *Remote access management TCN and EFN network administration and configuration management Network fiber plant maintenance, management and repair Network cable management, testing, and repair Network fault restoration Maintain circuit/test/fiber and Ethernet assignments for network 	<p>Ongoing</p> <p>As required, or as per final design/SMP</p> <p>As required, or as per final design/SMP</p> <p>24x7</p> <p>24x7</p> <p>Ongoing</p> <p>Ongoing, as required</p>	<p>Ops OT/ST IT</p> <p>ST IT</p> <p>KCM/ST IT</p> <p>KCM/ST IT</p> <p>KCM/Ops OT/ST IT</p> <p>KCM</p> <p>(maintain)/DECM (design)/ST IT (support)</p> <p>ST IT</p>
<ul style="list-style-type: none"> Network configuration management 		

Communications System Maintenance (Continued)

Task	Standard	Responsibility
Local Area Office Network (Agency and PCI)		
<ul style="list-style-type: none"> *Routers-monitor and report degradation; error correction *Servers-monitor and report degradation; error correction *Data switch – monitor and report degradation; error correction *Network administration and configuration management 	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>ST IT</p> <p>ST IT</p> <p>ST IT</p> <p>ST IT</p>
Transmission Network Infrastructure		
<ul style="list-style-type: none"> *Network Switches (EFN and TCN) *Alarms – monitor and respond according to priority and as per code, notify appropriate personnel 	<p>Annual, or as per SMP</p> <p>24x7</p> <p>Annual, or as per SMP</p>	<p>KCM/ST IT/OT</p> <p>KCM/ST IT/OT</p> <p>KCM/ST IT/OT</p>

<ul style="list-style-type: none"> • Station network switches (Troubleshoot, Solarwinds Monitoring) • Non EFN and TCN switches for local station and system networks 	Annual, or as per SMP	KCM/ST IT/OT
<p>General System Administration</p> <ul style="list-style-type: none"> • Anti-Virus administration • Domain administration • Backup administration • Virtual system administration • User account/password administration • Network monitoring (solarwinds) administration • Software configuration management 	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>KCM/Ops OT</p> <p>Ops OT/KCM</p> <p>KCM/Ops OT</p> <p>Ops OT/KCM</p> <p>KCM/Ops OT</p> <p>ST IT/Ops OT/KCM</p>
<p>Radio/Mobile Systems</p> <ul style="list-style-type: none"> • Tunnel radio equipment (amps) preventative maintenance • Antennas preventative maintenance • Base stations and controllers preventative maintenance • Portable and mobile radios service as required • Mobile data systems • Alarms – monitor and respond according to priority and as per code, 24x7, notify appropriate personnel • Software updates as required 	<p>Quarterly</p> <p>Quarterly</p> <p>Quarterly</p> <p>Annual, or as required</p> <p>TBD</p> <p>24x7</p> <p>As required</p>	<p>KCM</p> <p>KCM</p> <p>KCM</p> <p>KCM</p> <p>TBD</p> <p>KCM</p> <p>KCM</p>

Communications System Maintenance (Continued)

Task	Standard	Responsibility
<p>Transmission Network Infrastructure</p> <ul style="list-style-type: none"> • SONET ADMS (multiplexers) confidence testing • Alarms – monitor and respond according to priority and as per code, 24x7, notify appropriate personnel • Station network switches 	<p>Annual, or as per final design recommendations</p> <p>24x7</p> <p>Annual, or as per final design recommendations</p>	<p>KCM</p> <p>KCM</p> <p>KCM</p>
<p>Mechanical & Electrical</p> <ul style="list-style-type: none"> • Batteries – testing, preventative maintenance • Power Supplies – testing, preventative maintenance • UPS System – testing, preventative maintenance 	<p>Monthly, or as per final design recommendations</p> <p>Monthly, or as per final design recommendations</p> <p>Monthly, or as per final design recommendations</p>	<p>KCM</p> <p>KCM</p> <p>KCM</p>
<p>Other Systems</p>		<p>KCM</p>

<ul style="list-style-type: none"> Variable message signs – preventative maintenance, cleaning and inspection Card key access service, as required Intrusion detection and performance check 	<p>Semi-annually, or as per final design recommendations</p> <p>As required</p> <p>Annually, or as per final design recommendations</p>	<p>KCM</p> <p>KCM</p>
<p>Control Systems (SCADA)</p> <ul style="list-style-type: none"> Control consoles – cleaning, inspection 		KCM
<ul style="list-style-type: none"> Overview displays – cleaning, inspection 	<p>Quarterly, or as per final design recommendations</p>	KCM
<ul style="list-style-type: none"> Systems administration – <ul style="list-style-type: none"> Software upgrades Data administration Diagnostics Graphical interface 	<p>Quarterly, or as per final design recommendations</p> <p>As required, or as per final design recommendations</p>	KCM
<ul style="list-style-type: none"> Check sensors and monitors 		KCM
<ul style="list-style-type: none"> Host computers – service and maintain 	<p>As required, or as per final design recommendations</p>	KCM
<ul style="list-style-type: none"> PLCs – clean, inspect and monitor performance 	<p>As required, or as per final design recommendations</p>	KCM
<ul style="list-style-type: none"> Backup control access – check and verify operations 	<p>As required, or as per final design recommendations</p>	KCM

Communications System Maintenance (Continued)

Task	Standard	Responsibility
<p>Network Management System</p> <ul style="list-style-type: none"> Alarm monitoring and response in accordance to priority or code, 24x7, notification of appropriate personnel Remote network configuration Maintain and manage software management system upgrades and administration Network storage devices – perform backup, and download functions Monitor and track network availability 	<p>24x7</p>	KCM
<ul style="list-style-type: none"> Network restoration 	TBD	TBD
<ul style="list-style-type: none"> Monitor and manage traffic stats on network, provide relief/augmentation 	<p>As required, or as per final design recommendation</p>	KCM
<ul style="list-style-type: none"> Perform, configure, test and maintain cable, fiber cross connects and records to insure network integrity 	<p>As required, or as per final design recommendation</p>	KCM
<ul style="list-style-type: none"> Network configuration management 	<p>Ongoing, or as per final design recommendation</p>	KCM
<ul style="list-style-type: none"> Maintain circuit assignments for the network 	<p>Ongoing, as required</p> <p>Ongoing, as required</p>	KCM KCM

Notes: Maintenance Program Requirements are subject to final design recommendations.

Maintenance Recommendations, Documentation, and Training are final design contract deliverables.

Maintenance Program includes network reconfiguration and network administration (e.g., maintaining circuit assignments, cable assignments, SCADA database, etc.). 3rd Party Could be Network Management Center; Network Administration; Outsourced/Subcontracted.

Legend: R= review; S=support; J=joint; D=responsible for the deliverable; A=approve; X= time period

EXHIBIT E: RESPONSIBILITY MATRIX FOR LINK LIGHT RAIL

Exhibit E does not supersede the written agreement

	Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
A	ADMINISTRATION						
1	Selection and evaluation of top KCM light rail manager	A	D		15.1	X	
2	Selection of other key light rail personnel prior to KCM decision	R	D		15.1	X	
3	Develop job requirements/descriptions/salary ranges	S/R	D		15.1	X	X
4	Develop testing and screening mechanisms for applicants	S	D		15.1	X	
5	Hiring staff to operate and maintain Link		D		15.1	X	
6	Perform criminal background checks		D		15.1	X	
7	Establish organizational structure	S	D		15.1	X	
8	Handle payroll, benefits and employee records		D		15.7	X	
9	Develop training materials and train staff	S/R	D		7.4	X	
10	Develop personnel performance monitoring tools	R	D		15.8	X	
11	Manage personnel performance issues		D		15.2	X	
12	Comply with federal, state and municipal codes as they apply to operations	S	D		15.1; 23.4	X	
13	Handle grievances and all other union related issues		D		3.1.2; 15.2	X	
14	Ability to request rail employee be removed from service	D			15.2		
15	Drug and alcohol program and testing	R	D		15.5	X	
16	Selection of uniforms for ST staff	X	R		15.3	X	
17	Appearance standard development	J	J		15.4	X	
18	Performance standards development	D			17.2	X	
19	Follow performance standards and reporting		D		17.5;17.1; 17.2, 17.3;		
B	SERVICE PLANNING AND SCHEDULING						
1	Prepare train schedules	X	S		6.2	X	X

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2	Schedule special events as requested by ST	S	D		6.1; 6.2	X	X
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EXHIBIT E: RESPONSIBILITY MATRIX FOR LINK LIGHT RAIL

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	Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
3	Assign personnel and equipment to operate schedules	D	S		6.2	X	X
4	Rail/bus coordination for system (discuss priorities)	J	J		6.3	X	X
C	CUSTOMER SERVICE				10.0		
1	Inform customers during normal/abnormal service conditions	S	D		10.2		
2	Inform customers when #1 impacts other ST service	D			10.2.3		
3	Handle lost and found	D			10.2.4		
4	Sell passes and tickets other than through TVMs as is currently done	D			10.3	X	
5	Conduct surveys – as appropriate (some joint; some separate)	D	S		10.8		
6	Receive and handle complaints/commendations via walk in, phone or e-mail	D	S		10.2.2		
7	Provide annual customer service training to customer services staff who respond to phone, e-mail and walk in information or comments for Link service (currently done)	D			10.6	X	
8	Customer Trip Planning	D	S		10.2.1	X	
9	Website maintenance of own site KCM provides link to ST website	J	J		10.2.3	X	
10	TDD/TTY equipment		D		10.2.1		
11	Answer rider information phones from stations		D		10.10		
12	Marketing/Advertising/Special Events/Special Service (encourage joint work)	D	S		10.11		
13	Community outreach	D	S		10.9	X	
14	Media relations on Link issues	J	J		10.11	X	

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15	Produce/post rider alerts and customer information aids (i.e. schedules, maps and other changeable information, etc.); (possible production by ST and posting by KCM or	D	S		10.7	X	
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EXHIBIT E: RESPONSIBILITY MATRIX FOR LINK LIGHT RAIL

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	Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
	contractor)						
16	Sound Transit Regional Signage	D			10.7	X	
17	In station and on-vehicle public address system and variable message signs (ST determines pre-programmed messages and KCM displays and ensures signs are maintained) – included in capital project budget	D	S		10.7	X	
18	School and employer outreach	D	S		10.4	X	
D	RAIL OPERATIONS				3.1.1(b)		
1	Provide Personnel to Operate Link		D		3.1.1(b); 6.2	X	
2	Develop standards and performance indicators	D	R		17.2	X	
3	Operate service and special events as determined by ST	S	D		6.2		
4	Comply with federal, state and municipal codes	S	D		15.1; 23.2	X	
5	Management of rail services in the DSTT	S	D		7.10	X	
6	Conduct fare inspections (security decision issue)	X	S		3.2. 1(e)		
7	Resolve service problems		D		7.1		
8	Operate the radio and SCADA systems		D		7.9	X	
9	Monitor station and park and ride activity through CCTV	S	D		3.2.1 (f)		
10	Notification of Designated ST staff during service disruptions		D		7.5; 7.6		
11	Operate public address and variable message signs		D		7.9.2		
12	Management of Link Operations Control Center (LCC)	R	D		7.9.1	X	
13	Monitor and enforce parking restrictions at Park and Ride lots (depends on level of enforcement)	X	S		12		

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E	EMERGENCY PREPAREDNESS AND RESPONSE						
1	Conduct annual emergency drills with local emergency responders	J	J		7.1	X	X
2	Respond to and manage disruptions and emergencies and		D		7.7	X	X

EXHIBIT E: RESPONSIBILITY MATRIX FOR LINK LIGHT RAIL

Exhibit E does not supersede the written agreement

	Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
	report back to ST						
3	Develop breakdown arrangements for derailments	R/S	D		7.7	X	X
4	Develop bus bridge contingency	R	D		7.8	X	X
F	MATERIAL AND WARRANTY MANAGEMENT				19.0		
1	Provide oversight and review of the warranty management	D			19.0		X
2	Administration of warranty with contractors	A	D		19.1	X	X
3	Maintain/control inventory levels. Request additional items be added to inventory as needed to support system reliability.	A	D		19.3	X	X
4	Implement warranty tracking for equipment/systems/facilities	A	D		19.2	X	X
5	Utilize material management tracking system for assets, warranties and record usage/frequency of parts and materials costs.	A	D		19.3	X	X
G	PROCUREMENT/CONTRACTING				21.0		
1	Purchase and replace all capital equipment	D	S		21.0	X	X
2	Purchase major parts	D	S		8.2.2	X	X
3	Shop supplies/consumables	R	D		8.2.2	X	X
H	FACILITIES MAINTENANCE				8.4		
1	Identify standards and performance indicators	D	R		17.2	X	X
2	Facilities commissioning and turnover (need a joint process for the turnover)	J	J		5.0	X	X

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3	Clean, maintain, repair and test facilities and equipment (including maintenance equipment and machinery, stations, park and rides, buildings, bungalows and cases)		D		8.1	X	X
4	Routine and heavy station cleaning		D		8.2.5		X
5	graffiti removal		D		8.2.5		X
6	Trash Removal		D		8.2.5	X	X

EXHIBIT E: RESPONSIBILITY MATRIX FOR LINK LIGHT RAIL

Exhibit E does not supersede the written agreement

	Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
7	Landscape and landscape maintenance on right of way, stations and facilities		D		8.6	X	X
8	Maintain ST Signage – See Exhibit J	D			8.4.2		X
9	Elevator/Escalator Maintenance	D	S		8.8		X
10	Clean, maintain and repair storm water facilities (See Maintenance Matrix, Exhibit D)	R	D		8.5		X
I	VEHICLE MAINTENANCE				3.1.1(c)		
1	Identify appearance standards and performance indicators	D	R		17.2	X	X
2	Perform LRV maintenance, running repair and test according to manufacturer's recommendations		D		8.7.4	X	X
3	Clean rail cars inside – regular cleaning		D		8.2.5	X	X
4	Clean rail cars inside – detail cleaning		D		8.2.5		X
5	Clean rail cars outside		D		8.2.5		X
6	Maintain accurate maintenance records using the MMIS		D		8.2.1	X	X
7	Review maintenance procedures developed for ST service	D			8.2.8	X	X
8	Major overhaul of rail vehicles	A	D		8.7.1		X
9	Special campaigns	A	D		8.7.2		X
10	Component repair (depends on cost)	A	D		8.7.3		X
11	Heavy Repair (accident or fire damage on exception basis)	A	D		8.7.1		X

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12	Perform maintenance non-revenue vehicles, vehicle (rail and road) maintenance, repair and test according to manufacturer's recommendations		D		8.7.5		X
13	Graffiti Removal		D		8.2.5		X
J	MANAGEMENT INFORMATION SYSTEM						
1	Maintain internal systems to monitor/ manage performance in maintenance/operations/ budget	D			8.2.1		X

EXHIBIT E: RESPONSIBILITY MATRIX FOR LINK LIGHT RAIL

Exhibit E does not supersede the written agreement

	Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
2	Maintain accurate maintenance records using the MMS		D		8.2.1	X	X
K	SAFETY						
1	Determine the preventability of employee accidents		D		11.2; 11.3	X	X
2	Lead the investigation of accidents		D		11.3	X	X
3	Investigate claims and accidents (i.e. passenger, pedestrians, auto accidents etc.)	R/S	D		11.1		X
4	Develop preventable accident reduction program and involve employees.	R	D		11.1.2		X
5	Develop joint system safety committee (Link Light Rail Joint Safety Committee) that will check plans and procedures for safety issues	J	J		11.3		X
6	Review KCM safety budget, staffing and performance (annually via Link Light Rail Joint Safety Committee)	J	J		11.3		X
L	SYSTEMS MAINTENANCE						
1	Maintain TPSS, OCS, Signals ,Communications and systemwide electrical equipment		D		8.8	X	X
2	Repair TPSS, OCS, Signals ,Communications and systemwide electrical equipment		D		8.8	X	X

Legend: R= review; S=support; J=joint; D=responsible for the deliverable; A=approve; X= time period

3	Inspect TPSS, OCS, Signals ,Communications and systemwide electrical equipment		D		8.8	X	X
4	Test TPSS, OCS, Signals ,Communications and systemwide electrical equipment		D		8.8	X	X
5	TVM servicing and maintenance; and fare collection (same as Sounder)	D			3.2.1(e)		X
M	SECURITY (Hybrid Program)						
1	Shop/yard security	D			12.0	X	X

EXHIBIT E: RESPONSIBILITY MATRIX FOR LINK LIGHT RAIL

Exhibit E does not supersede the written agreement

	Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
2	Security on trains	D			12.0	X	X
3	Fare enforcement	D			12.0		X
4	Security at stations (non- DSTT)	D			12.0		X
N	TRACK AND ROW MAINTENANCE						
1	Identify standards and performance indicators	D	R		17.2	X	X
2	Inspect, repair and maintain right of way		D		8.5	X	X
3	Inspect, repair and maintain structures		D		8.5	X	X
4	Inspect, repair and maintain track		D		8.5	X	X
5	Inspect, repair ,maintain and test special track work		D		8.5	X	X
6	Inspect, repair, maintain and test Beacon Hill tunnel and Beacon Hill tunnel systems		D		8.8		X
7	Coordinate traffic signal operation with cities	D			3.2.1(h)	X	X
8	Clean right of way		D		8.2.5	X	X
9	Corrosion control and inspection		D		8.5		X
10	Inspect, repair and maintain stormwater facilities	R	D		20.5; 8.1; Ex. D		X

Legend: R= review; S=support; J=joint; D=responsible for the deliverable; A=approve; X= time period

0	INFORMATION REPORTING				18.0		X
1	NTD data reporting	D	S		18.1		X
2	Ridership data collection (APC on Link vehicles)		D		18.2		X
3	Provide monthly report to ST on service and performance indicators as part of invoice. Should include all performance standards included in Exhibit C. (See Start-Up for direct link piece)		D		18.1	X	X
4	Provide daily service reports by 0900 each morning	R	D		18.3		X
5	TVM data collection	D			3.2.1(e)		X

EXHIBIT E: RESPONSIBILITY MATRIX FOR LINK LIGHT RAIL

Exhibit E does not supersede the written agreement

	Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
P	AUDITS				16.0		
1	Develop list of audits and share with KCM	D			16.2	X	X
2	Conduct audits on operating costs and performance	D			16.2		X
3	Cooperate with audits and make logistical arrangements		D		16.1		X
4	Review audit results	J	J		16.3		X
5	Retention of records		D		16.5		X
Q	PARATRANSIT		D		14.1		X
1	Identify and implement required service	R	D		14.1; 14.4		X
2	Provide monthly report to ST on service and performance indicators as part of invoice.		D		14.3; 14.4.2; 14.4.3		X
R	IMPROVEMENTS						
1	Management of major capital improvements and replacements	D	R		3.2.1(i); 9.0		X
2	Engineering and design of capital improvements	D	R		3.2.1(i); 9.0		X

Legend: R= review; S=support; J=joint; D=responsible for the deliverable; A=approve; X= time period

S	STARTUP (See Exhibit G: Extension / Facility Start-up)				3.1.1(a); 5.1		
1	Develop cost containment strategies	J	J		22.0	X	X
2	Perform testing of equipment and facilities	D	S		5.0	X	X
3	Finalize Systems Design	D	S		5.0	X	X
4	System Certification DSTT	J	J		5.0	X	X
5	System Certification non-DSTT	D			5.0	X	X
6	Commissioning the system	D	S		5.0	X	
7	Passenger Service Date	D	R/S		5.0	X	
8	Provide initial maintenance training	D	S		5.0	X	
9	Public Education	D			5.0	X	

EXHIBIT E: RESPONSIBILITY MATRIX FOR LINK LIGHT RAIL

Exhibit E does not supersede the written agreement

	Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
T	DSST MAINTENANCE		D				
U	ENVIRONMENTAL MANAGEMENT (See Environmental Exhibit)						
V	CONFIGURATION MANAGEMENT						
1	Responsible for establishment and management of the ST configuration management system for Link.	D	S		9.0		X
2	Approve all changes, in advance, to any aspect of the original design or as-built drawings of any portion of the Link system.	A	S		9.0		X
3	Ensure that no changes are made to any portion of the system without prior written approval from the ST Executive Director of Operations.	R	D		9.0		X

Legend: R= review; S=support; J=joint; D=responsible for the deliverable; A=approve; X= time period

4	Submit all requests for changes to the configuration to ST for approval	A	D		9.0		X
5	Revise as-built drawings and manuals to reflect approved changes when changes are complete	D	S		9.0		X
W	COMPENSATION						
1	Develop system for tracking and reconciling vacation and sick leave accruals and allocations for employees moving to the rail section	J	J		22.1.1.B.1		X
X	ASSET MANAGEMENT						
1	Implement and maintain standard maintenance procedures and manuals for Sound Transit vehicles, facilities, and equipment.	A	D		8.2.8	X	X
2	Update maintenance procedures	A	D		8.2.8		X

EXHIBIT E: RESPONSIBILITY MATRIX FOR LINK LIGHT RAIL

Exhibit E does not supersede the written agreement

	Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
Y	TRAINING						
1	Ensure that employees are properly trained	R	D		8.2.7	X	X
2	Ensure that employees and contractors are trained in ROW safety	A	D		8.2.7	X	X
3	Implement and maintain overall training programs with initial and refresher training	A	D		8.2.7	X	X
4	Update training programs and submit to ST	R	D		8.2.7	X	X
5	Maintain up-to-date training records	R	D		8.2.7	X	X

EXHIBIT E: RESPONSIBILITY MATRIX

Plans & Procedures	ST			KCM		
	Develop	Implement	Maintain	Develop	Implement	Maintain
OPERATIONS						
Operations Plan	X		X	S	X	S
Fleet Management Plan	X		X	S	X	S
Rule Book for Passenger Service Operations	S/R		R	X	X	X
Standard Operating Procedures (SOP)	S/R		R	X	X	X
Rail Controller SOP's	S/R		R	X	X	X
Annual Service Plan	X			R	X	
Fare Collection Procedures	X	X	X			
Operations Training Program	R		R	X	X	X
MAINTENANCE						
Maintenance Plan	X		X	S	X	S
Technology Communications Plan	X		X	S		S
LRV Maintenance Procedures	S/R		R	X	X	X
Facilities Maintenance Procedures	S/R		R	X	X	X
Right-of-Way Maintenance Procedures	S/R		R	X	X	X
Power Maintenance Procedures	S/R		R	X	X	X
Signal Maintenance Procedures	S/R		R	X	X	X
Communications Maintenance Procedures	S/R		R	X	X	X
Waste Minimization Plan	R		R	X	X	X
Waste Disposal Process	R		R	X	X	X
SAFETY AND SECURITY						
Link Emergency Management Plan	R/A		R	X	X	X
Adverse Weather Preparation & Response Plan	R/A		R	X	X	X
Emergency Response Procedures	R/A		R	X	X	X
Link Security Program Plan (for law Enforcement Personnel)	R/A		R	X	X	X
Link Safety Program Plan	R/A		R	X	X	X
Link Security Program Plan	X	X	X	S		S
Accident Prevention Plan	R		R	X	X	X
Accident Investigation Procedures	R		R	X	X	X
CUSTOMER SERVICES						
Customer Services Procedures	X		X	S	X	S
Lost & Found Procedures	R		R	X	X	X
START-UP						
Rail Activation Plan	X	X	X	S	S	
System Integrated Test Program Plan	X	X	X	S	S	
System Integrated Testing Procedures	X	X	X	S	S	
Rule Book for Test Operations	X	X	X	S	S	

X = Lead responsible for development A = Approve S = Support J = Joint R = Review

EXHIBIT F: THIRD PARTY CONTRACTS

KCM:

Calibration Services

Crane, Lift Equipment- inspections, maintenance & repair

Dielectric Testing

Elevator/Escalators- inspections, maintenance & repair

Fire Life Safety Equipment- Specialized repair, testing

Generator Testing, Service, and Repair

Graffiti- Specialized removal

HVAC – specialized repair

Insulated Goods Testing

Tree/Vegetation - Specialized Removal

Weed spraying contract – Substations

LRV Lifts/Jacks- maintenance & repair

Overhead Cranes - maintenance & repair

Maintenance Painting (over 10FT)

Pavement surface sweeping/snow removal

Plumbing – specialized repair

Rail Grinding/milling

Rail Ultra-sonic testing

Roll-up Doors specialized repair

Shop Equipment Maintenance

Stray Current Testing Track

Specialized Track Repair

Towing

UPS – specialized service and repair

Waste Hauling/Disposal

Wheel Truing Equipment Maintenance

Window Replacement - specialized

Window Washing - requiring specialized equipment

Pest / Bird Control

Roof Repairs

Storm Conveyance/Retention System

Uniforms (Provision, Laundry service)

Fencing and Gates

NRV Preventive & Non-Preventive Maintenance repairs

LRV Body Work

Carwash contract

Cleaning Equipment

Rail Geometry

Sanding System

Specialized Vehicle and Equipment Rental

Sound Transit:

Fall Restraint System Inspections

Fare Enforcement Inspectors

Locks/Hardware

Signage Maintenance

Station Information

Station Security

EXHIBIT G: EXTENSION / FACILITY START-UP

TASK	WHO	TIMELINE
<p>5.0 Start-Up</p> <ul style="list-style-type: none"> • Work with KCM to refine and amend the scope of work and staffing plan • Identify and agreed upon tasks that need to be completed by KCM before Start Up and develop project agreements • Submit start-up tool and equipment request list • Approve start-up tool and equipment list 	<ul style="list-style-type: none"> • ST/KCM • ST/KCM • KCM • ST 	<ul style="list-style-type: none"> • 1 Year prior to RSD • ongoing • 1 Year prior to RSD • When submitted by KCM
<p>5.1.1 Extension Start-up / Rail Activation Plan</p> <ul style="list-style-type: none"> • Develop and deliver the Extension Rail Activation Plan to KCM. • Manage the implementation of the Plan • Assign specific tasks to KCM 	<ul style="list-style-type: none"> • ST • ST • ST 	<ul style="list-style-type: none"> • 1 Year prior to RSD • Through Start-up • Through Start-up
<p>5.1.2 Revenue Service / Opening Date</p> <ul style="list-style-type: none"> • Establish the estimated RSD/Opening using the Extension Construction Schedule • Work with the KCM to prepare the systems and staff for RSD • If RSD is not at a transit service change, coordinate bus schedule with the start of the next service change • Establish the final RSD 	<ul style="list-style-type: none"> • ST • ST • KCM • ST 	<ul style="list-style-type: none"> • 2 Years before RSD • 1 Year prior to RSD/Opening • 6 mo. before RSD • 6 mo. Before RSD
<p>5.1.3 Testing Plans and Procedures</p> <ul style="list-style-type: none"> • Finalize Test Program Plan that includes systems integration test procedures, rulebook for test operations and standard operating procedures for testing phase. • Provide input and review during development of plan and procedures. • Provide above work to KCM • Develop additional operations and maintenance procedures including emergency management, managing the Link Control Center 	<ul style="list-style-type: none"> • ST • KCM • ST • KCM 	<ul style="list-style-type: none"> • 1 Year prior to RSD • 1 Year prior to RSD • 1 Year prior to RSD • 1 Year prior to RSD

<p>5.1.4 Systems Integration Tests</p> <ul style="list-style-type: none"> • Develop Integrated Test Plan and coordinate integrated system testing • The tests will verify that the systems and vehicles are physically and technically compatible and that all the systems will operate together as specified. • Conduct the testing • Provide support for the testing 	<ul style="list-style-type: none"> • ST • ST/KCM • KCM 	<ul style="list-style-type: none"> • Varies with system • When ready • When ready
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TASK	WHO	TIMELINE
<p>5.1.5 Initial Maintenance Training</p> <ul style="list-style-type: none"> • Provide initial maintenance training to County staff • Staff assigned to Link operations and maintenance will participate as appropriate • County staff trained by ST will be the trainers for other employees • Review and approve contractors training plan 	<ul style="list-style-type: none"> • ST • KCM • KCM 	<ul style="list-style-type: none"> • Varies with system
<p>5.1.6 Asset Management Plan</p> <ul style="list-style-type: none"> • Develop/implement an annual condition assessment and mid-life refurbishment schedule 	<ul style="list-style-type: none"> • ST 	<ul style="list-style-type: none"> • 3 mo. before RSD
<p>5.1.7 System Commissioning</p> <ul style="list-style-type: none"> • Commissioning the System 	<ul style="list-style-type: none"> • ST/KCM 	
<p>5.1.8 Public Education</p> <ul style="list-style-type: none"> • Develop and implement program 	<ul style="list-style-type: none"> • ST 	<ul style="list-style-type: none"> • Specific to the new system

TASK	WHO	TIMELINE
<p>5.2.0 Service Planning and Scheduling</p> <ul style="list-style-type: none"> • Provide initial Service Plan • Prepare schedules, including vehicle and operator assignments • Review and approve schedules 	<ul style="list-style-type: none"> • ST • KCM • ST 	<ul style="list-style-type: none"> • 6 mo. before RSD • 3 mo. before RSD • 3 mo. before RSD

<p>5.2.1 Operations Plans</p> <ul style="list-style-type: none"> Develop and/or modify as needed and deliver draft plans to KCM: Link Maintenance Plan Link Rail Fleet Management Plan Use plans to develop staffing plans, training programs, operating rules and standard operating procedures 	<ul style="list-style-type: none"> ST KCM/ST 	<ul style="list-style-type: none"> Ongoing revisions as appropriate <ul style="list-style-type: none"> TBD 1 Year prior to RSD/Opening
<p>5.2.2 Operating Procedures</p> <ul style="list-style-type: none"> Make necessary adjustments to operating rulebook, standard operating procedures and standard maintenance procedures for system extension(s) 	<ul style="list-style-type: none"> KCM/ST 	<ul style="list-style-type: none"> 6 mo. before RSD
<p>5.2.3 Training Program</p> <ul style="list-style-type: none"> Modify initial and refresher training program in consultation with ST to incorporate system extension(s) if necessary -Program will include training materials and training for Rail Section and support staff and contractors in specialized light rail tasks -Program will include but not limited to training in customer service; ADA compliance; safety; rail rules and regulations in passenger service Review training program with ST before implementing Provide access to Link system extensions as they become available for training for pre-revenue service 	<ul style="list-style-type: none"> KCM KCM ST 	<ul style="list-style-type: none"> 6 mo. before RSD 6 mo. before RSD >60 Days before RSD
TASK	WHO	TIMELINE
<p>5.3.0 Maintenance</p> <ul style="list-style-type: none"> Complete the acceptance process Maintain the systems, equipment, facilities and vehicles when informed by ST that KCM is now responsible for the maintenance Follow appropriate procedures for maintenance of systems 	<ul style="list-style-type: none"> ST KCM KCM 	<p>Varies with system/equipment</p>

<p>5.3.1 Maintenance Plan</p> <ul style="list-style-type: none"> • Modify Link Maintenance Plan as needed • Use the Link Light Rail Maintenance Matrix as a resource in the Plan modification • Include information for: Communications, Facilities, Right of Way, Landscape, Vehicles and Systems/Electrical • Provide the Plan to KCM 	<ul style="list-style-type: none"> • ST • ST/KCM • ST • ST 	<p>ASAP after ST receives maintenance information on assets</p>
<p>5.3.2 Maintenance Management Information System</p> <ul style="list-style-type: none"> • Develop written procedures governing use of the MMIS • Develop process to maintain car history books • Provide KCM with an inventory list for each asset that KCM is maintaining • Develop Preventative Maintenance Checklists and Frequencies for incorporation into the MMIS. 	<ul style="list-style-type: none"> • ST • ST • ST • KCM 	<ul style="list-style-type: none"> • ASAP after ST receives a list of assets • 6 mo. before RSD
<p>5.3.3 Documentation</p> <ul style="list-style-type: none"> • Provide KCM with as built drawings, and maintenance manuals 	<ul style="list-style-type: none"> • ST 	<ul style="list-style-type: none"> • As available
<p>5.3.4 Standard Maintenance Procedures and Manuals</p> <ul style="list-style-type: none"> • Develop and implement / amend as needed standard maintenance procedures, Preventative Maintenance Checklists, and manuals for the vehicles, facilities, equipment and systems using: <ul style="list-style-type: none"> • Link Maintenance Plan • Link Maintenance Matrix • Manufacturer's recommendations • Warranty requirements, • Industry practices • Information provided by final design and installation contractors 	<ul style="list-style-type: none"> • KCM • ST 	<ul style="list-style-type: none"> • 6 mo. before RSD • 6 mo. before RSD

TASK	WHO	TIMELINE
5.3.5 Art at Facilities <ul style="list-style-type: none"> • Provide specific locations for artwork under STs control 	<ul style="list-style-type: none"> • ST 	<ul style="list-style-type: none"> • 1 mo. before RSD
5.4.0 Customer Services <ul style="list-style-type: none"> • Discuss customer services procedures • Revise operating procedures if necessary • Approve the operating procedures 	<ul style="list-style-type: none"> • ST/KCM • KCM • ST 	<ul style="list-style-type: none"> • 6 mo. before RSD • 4 mo. before RSD • 3 mo. before RSD
5.5.0 System Safety program Plan <ul style="list-style-type: none"> • As needed, modify System Safety Program Plan and procedures that satisfy the regulations in Washington Administrative Code 468.550 • Get approval of the plan from WSDOT SSOS 	<ul style="list-style-type: none"> • KCM/ST • KCM 	<ul style="list-style-type: none"> • 6 mo. before RSD • ASAP before RSD
5.6.0 Service Requirements (Paratransit) <ul style="list-style-type: none"> • Provide letter to FTA that KCM is providing paratransit service 	<ul style="list-style-type: none"> • KCM/ST 	<ul style="list-style-type: none"> • 12 mo. before PSD

EXHIBIT H: LIST OF SOUND TRANSIT OWNED FACILITIES & EQUIPMENT

- Real Estate
 - (a) All parcels of land identified by ST real estate division
 - (b) Parking Lots

- Tunnel
 - (a) Tunnel equipment
 - (b) Tunnel equipment spare parts
 - (c) High capacity ventilation fans

- Structures
 - (a) Bridges
 - (b) Retaining walls
 - (c) Elevated structures

- Right-of-Way
 - (a) Fencing
 - (b) Track
 - (c) Track switches
 - (d) Mainline Track (open)
 - (e) Mainline Track (paved)
 - (f) Mainline special work
 - (g) Track Materials
 - (h) Track Spare parts

- Stations
 - (a) Shelters
 - (b) Escalators
 - (c) Elevators
 - (d) Fare vending equipment
 - (e) Fare vending equipment spare parts
 - (f) All station light fixtures

- Maintenance Facility (complete)
 - (a) Maintenance Yard
 - (b) Maintenance Equipment
 - (c) Furniture, computers, etc.

- Vehicles
 - (a) Light rail cars
 - (b) Other Sound Transit vehicles
 - (c) Other non-light rail car maintenance vehicles

- Equipment
 - (a) Special tools
 - (b) Special instrumentation
 - (c) LRV special tools
 - (d) LRV spare parts

- Communications, Power and Signals
 - (a) Substations
 - (b) Traction power spare parts
 - (c) Overhead Contact System(OCS)
 - (d) OCS spare parts (poles, hardware etc)
 - (e) Signals and controls Signal spare parts
 - (f) Crossing Protection
 - (g) Train to wayside Communications
 - (h) Radios
 - (i) Communications infrastructure
 - (j) Communications equipment
 - (k) Communications spare parts
 - (l) control equipment (m)
Computers

Task	KCLR	ST	Task Timing Standard (all frequencies to be approved by ST)	Brief Scope of Work / Other Notes	Metric
Environmental Management					
The Environmental Compliance program shall manage all applicable environmental laws, regulations and ordinances including, at a minimum, the following items:					
Sound Transit's ISO 14001 Environmental and Sustainability Management System (ESMS) policies and procedures	X		In accordance with ST requirements	Current ESMS policies and procedures align directly with core compliance requirements, IPM, and basic resource conservation.	Demonstrated conformance with procedures during audits.
Solid, universal, biomedical, dangerous and solid waste management and minimization, recycling	X		In accordance with DoE requirements. Completing inspection logs at least monthly	Overseeing waste management and reduction metrics onsite. Submit annual reporting data.	Provision of waste data via invoices and annual reporting. Waste reduction over time. Compliance with regulations.
Spill prevention, control and countermeasure (SPCC) plans, spill preparedness and response.	X		In accordance with EPA requirements	Maintaining SPCC plans, training and implementing requirements.	Completion of inspection logs and impacted personnel training. Compliance with regulations.
Support field crew stormwater inspection requirements (per Facilities Maintenance Exhibit D) and clean-outs, including maintenance of site Conditional No Exposure exemption	X		In accordance with DoE, county and city requirements	Ensure content of field stormwater inspection checklists address stormwater preventive maintenance requirements. Support questions and interpretations of regulatory requirements.	Maintenance of drains in accordance with Facilities' Exhibit D and regulations.
Wastewater discharge requirements	X		In accordance with DoE, county and city requirements	Maintain compliance county wastewater discharge permit.	Compliance with permit.

Air quality requirements	X		In accordance with PSCAA requirements. Review paint booth log contents at least monthly	Maintaining compliance with the paint booth permit.	Completion of inspection logs and impacted personnel training. Compliance with regulations.
Emergency Planning and Community Right to Know (EPCRA) reporting requirements.	X		Annually	Confirm onsite impacted substance totals and submit annual EPCRA reporting data.	Completion of reporting. Compliance with regulations.
Support landscaping crew compliance (per Facilities Maintenance Exhibit D) re: noxious weed control, protection of sensitive areas, and implementation of IPM principles	X		In accordance with regulatory requirements, Facilities Maintenance Exhibit D, and the ST IPM plan	Ensure content of field landscaping inspection checklists addresses noxious weed and IPM requirements. Support questions and interpretations of regulatory requirements.	Eradication of noxious weeds. Protection of sensitive areas. Compliance with regulations.
Maintenance of sensitive areas		X	As needed	Maintaining sensitive areas per applicable law.	Protection of sensitive areas. No impact to these areas by KCLR.
Energy conservation program support	X		As needed	Supporting implementation of new energy conservation tools and providing usage data.	Provision of energy use data via invoices. Energy use reduction over time.
Proactive communication and reporting, including provision of copies of all key compliance documents	X		At least monthly reporting, and more frequent for key incidents	Provide a basic monthly report regarding compliance activity, permit and plan renewals.	Content of reports. Management of environmental program requirements.
Other new or updated environmental compliance or monitoring requirements as agreed by Sound Transit and the County	X		TBD as applicable	TBD as applicable.	Compliance with requirements.

ESMS and Environmental Compliance Oversight

Periodic external ISO 14001 conformance and/or environmental compliance audits		X	Periodically, at most once per year	Coordinate with KCLR staff regarding an onsite visit by an external auditor to independently review conformance with ESMS procedures and/or compliance with environmental regulations.	Demonstrated conformance with procedures and compliance with regulations during audits.
Review and approval of compliance plans to support Environmental Compliance program		X	Periodically as they are initially issued or updated	Review SPCC updates, stormwater checklists etc. for compliance and agreement with approach.	Timely completion of plan and plan review. Compliance with regulations.
Periodic internal environmental compliance inspection by ST Environmental Staff		X	Quarterly	Periodic visits by ST Environmental Compliance staff for high level review of program implementation.	Demonstrated conformance with procedures and compliance with regulations during audits.
Periodic internal environmental compliance inspection by ST Environmental Staff		X	Quarterly	Periodic visits by ST Environmental Compliance staff for high level review of program implementation.	Demonstrated conformance with procedures and compliance with regulations during audits.

EXHIBIT J: SIGNAGE HARDWARE/CHANGEABLE INFORMATION MATRIX

Task	Frequency	Responsible
<p>ST Signage Hardware</p> <ul style="list-style-type: none"> • Install ST signage at the Link facilities • Produce ST and other agreed upon bus flags using the Regional Signage Program specifications and standards. <ul style="list-style-type: none"> • Provide graphic files to the County with the information for the bus flags • Prepare work orders for ST signs other than bus flags for replacements/repairs and send to ST <ul style="list-style-type: none"> • Order and pay for the new signs for replacements • Install signs 	<ul style="list-style-type: none"> • Before PSD • At each service change if necessary • As needed • For each service change • As needed • As needed • As needed 	<p>ST</p> <p>ST</p> <p>ST</p> <p>KCM/ ST &TPs</p> <p>ST</p> <p>ST</p>
<p>Variable Message Boards</p> <p>Develop cleaning and maintenance standards for the boards at the stations, platforms, mezzanines and vehicles.</p>	<ul style="list-style-type: none"> • Before revenue service 	<p>ST (lead) and KCM</p>
<p>Changeable Information at Stations</p> <p>Install and maintain changeable information in station display cabinets</p> <p>Provide the County ready to install changeable information</p>	<ul style="list-style-type: none"> • At each service change • As needed • At each service change • As needed 	<p>KCM & ST</p> <p>ST</p>
<p>Printed Rider Alerts</p> <p>Write the Rider Alerts</p> <p>Produce and install rider alerts</p> <p>*Electronic Rider Alerts</p> <p>Monday – Friday 5:00am-8:00pm</p> <p>Afterhours and weekends</p>	<ul style="list-style-type: none"> • As needed • As needed • As Needed • As Needed 	<p>ST & KCM/TPs</p> <p>ST & KCM/TPs</p> <p>KCM (CITRS)</p> <p>ST</p>
<p>Schedule/Other Information</p> <p>Produce/install schedule and related bus information at the stations and adjacent bus stops</p>	<ul style="list-style-type: none"> • At each service change • As needed 	<p>ST & KCM</p>

<p>Link Vehicles Design and produce interior and exterior vehicle decals and customer information</p>	<ul style="list-style-type: none"> • Before revenue service 	<p>ST</p>
<p>Provide the interior and exterior advertising and customer signage.</p>	<ul style="list-style-type: none"> • As needed 	<p>ST</p>
<p>Installation and maintenance of the interior and exterior vehicle decals, advertising and customer information</p>	<ul style="list-style-type: none"> • As needed 	<p>KCM</p>

*All Electronic Rider Alerts will be transitioned to Sound Transit staff when the Link Control Center is moved to the Operations and Maintenance Facility.

ST: Sound Transit, KCM: King County Metro, TP: Transit Partners

Please note, for a New Facility signage and/or any revision or change at existing ST facilities that affect customer signage, a request needs to be vetted and approved by the Signage Governance Team (SGT). Once the request is approved by the SGT, a work order will be created or an implementation plan developed for installation.

EXHIBIT K
PARATRANSIT SERVICE AREA MAP

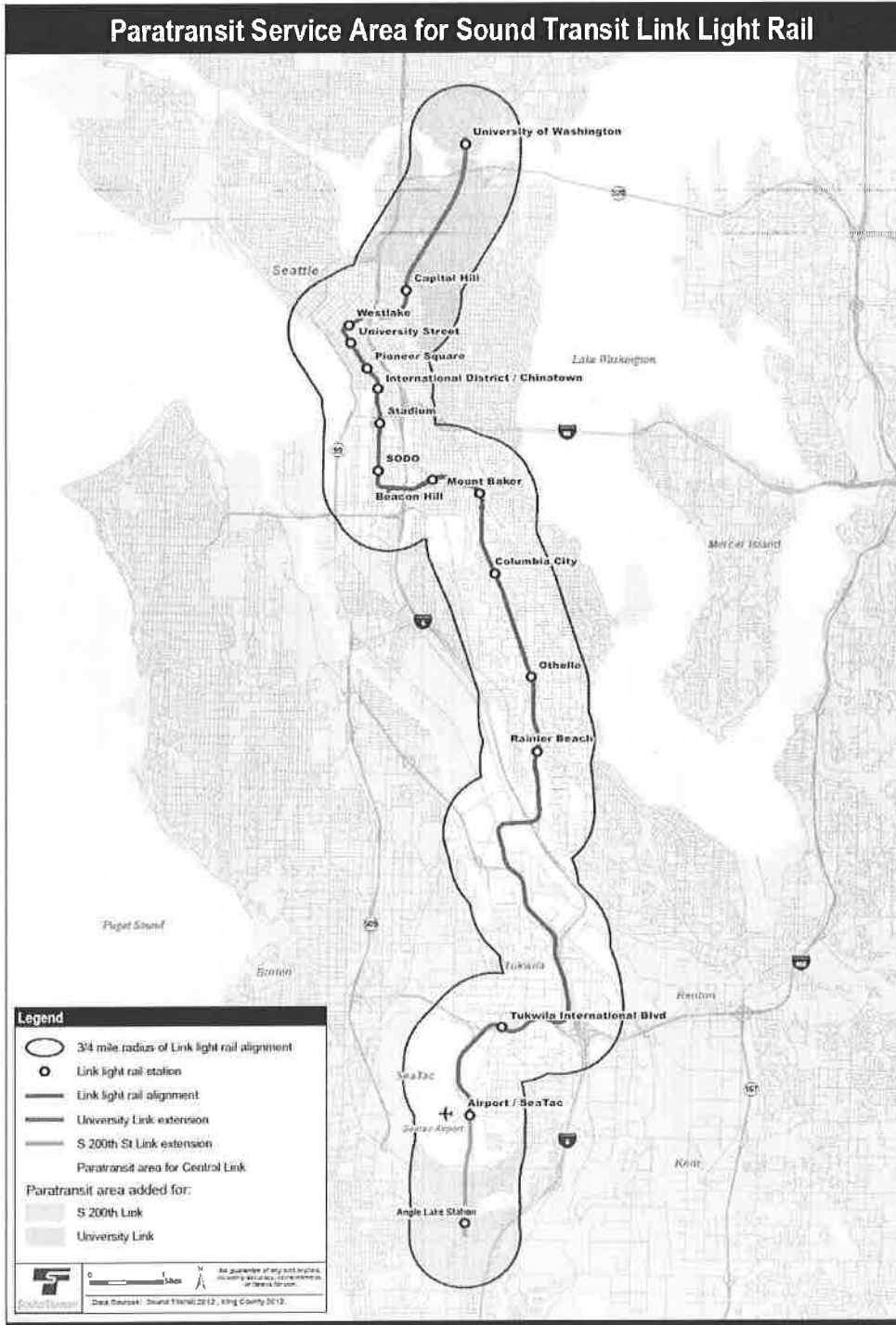


EXHIBIT L: PERFORMANCE REPORTS

Performance Reports

OWNER		SUBJECT	MONTH	YTD	SEMI-ANNUAL	ANNUAL	OTHER
	A	PERSONNEL - HR					
KC	A1	Labor Relations: Grievances	X			X	
KC	A2	Labor Relations: Arbitrations	X			X	
ST	A3	Labor Relations: Bargaining unit information	X			X	
KC	A4	Labor Relations: Unfair Labor Practice Charges	X	X			
ST	A5	Labor Relations: Contracts	X				
KC	A6	EEO/AA – Equal Employment Opportunity/Affirmative Action				X	
	1	Standard annual report (elements)					
KC	A7	Personnel Transaction Data	X				
	1	Number of current employees by classification/position					
	2	Vacancies and average time to fill vacancies by classification/position					
	3	Turnover (resignations, terminations) by classification					
	4	Percentage of positions budgeted but vacant					
	5	Recruitment statistics by classification					
	6	Discipline statistics by classification					
	7	List of current vacant positions					
	8	List of filled positions					
	9	List of active Special Duty Assignments (SDA), the start date of each SDA, and the scheduled end date of each SDA – to, from or within Rail Division which affects Rail Division					
	1	Disciplinary Report					
KC	A8	Training	X				

	1	List of Training Required by Job Classification including one-time training, any recurring recertifications, and an annual schedule of all training to be completed in the respective budget	X			X	
	2	List of Complete and Incomplete Training by	X				
KC	A9	Temporary Employee Monitoring Data including job classification, start date, expected end date, hours worked, and project/work assignment	X			X	
	1	Compensation					
KC	A10	Salary Schedules				X	As revised
KC	A11	Classification/Position Descriptions				X	As revised
KC	A12	Drug and Alcohol information	X	X			
	1	Number of covered employees					

OWNER		SUBJECT	MONTH	YTD	SEMI-ANNUAL	ANNUAL	OTHER
	2	Number of tests conducted by testing category					
	3	Drug test results by testing category					
	4	Positive drug test results by substance					
	5	Alcohol test results by category (<0.02, 0.02-0.39,					
	6	Test refusals by type of refusal					
	7	Cancelled tests					
	B	LINK RAIL DIVISION					
KC	B1	Position Performance	X	X			Every 4 weeks
	1	Number of FTE employees					
	2	Number of FTE Hours					
	3	Sick, Vacation, and Compensatory hours taken					
	4	Late Arrivals					
	5	Complaints					
	6	Preventable accidents/Injuries					
	7	FMLA hours Paid					
	8	FMLA hours Unpaid					
	9	FTE work order hours					
	10	Scheduled overtime hours					
	11	Unscheduled overtime hours					
	12	Xtra board hours					
	13	FTE training hours					
	14	Scheduled hours					
	15	Worked hours					
	16	Pay hours (by)					
	17	LRV Operation					
	18	Reporting Time					
	19	Standby					
	20	Intervening					
	21	Total Platform Hours					
	22	Productivity Percentage					

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OWNER		SUBJECT	MONTH	YTD	SEMI-ANNUAL	ANNUAL	OTHER
	C	CUSTOMER SERVICE					
KC		Link Customer Complaints	X				
	D	TRAIN OPERATIONS					
KC	D1	Service Incident Detail	X	X			
KC	D2	Train Schedule Deviations	X	X			
		Lost trips shown by each of the following categories					
	1						
	2	Operator					
	3	Power					
	4	Track					
	5	Vehicle Maintenance					
	6	Other					
		Delays in minutes shown by each of the following					
	7						
	8	Operator					
	9	Power and Facilities					
	10	Track					
	11	Vehicle Maintenance					
	12	Other					
ST	D3	On-Time Performance	X	X			
	1	Arrival On-Time Performance (by early or late arrivals)					
	2	Pull-Out On-Time Performance (by early or late arrivals)					
	3	Slow Orders hours					
	4	Mileage					
	5	Revenue Miles/NonRevenue Miles (by LRV & Fleet)					

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	6	Percent of on-time trips completed within 3 mins of					
	7	Cancelled or incomplete trips as percent of total trips due to operations					
	8	Cancelled or incomplete trips as percent of total trips due to maintenance					
KC	D4	Operator Pay Time Profile	X	X			
	1	Revenue					
	2	Report					
	3	Relief on spare					
	4	Spread					
	5	Overtime					
	6	Sick leave					
	7	On the job injury					
	8	Other					

	9	Unscheduled Overtime					
KC	D5	Daily Report					Daily
	1	Pull-Out					
	2	Missed Trips					
	3	LRV's Out of Service					
	4	LRV's Cleaned					
	5	Spares					
	6	Lost Trips/Trouble Call					
	7	Slow Orders					
	8	Injuries					
	9	Accidents/Incidents					
	10	Over-runs					
	11	Any FTE Disqualifications					
ST	D6	Monthly Ridership Activity	X				
	1	Unlinked Passenger Trips					
	2	Vehicle Revenue Hours					
	3	Vehicle Revenue Miles					
	4	Vehicles Operated in Maximum Service					

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	5	Number of Regular Service Days Each Month					
	6	Ons by boarding location/train/time					
	7	Offs by boarding location/train/time					
	8	Headways/Train Arrival Rate					
ST	D7	Annual Service Rail Report				X	
	1	Vehicles operated in annual maximum service (VOMS)					
	2	Vehicles available for annual maximum service					
	3	Time Service Begins					
	4	Time Service Ends					
	5	Trains in operation					
	6	Passenger Cars in Operation					
	7	Total actual train miles					
	8	Total actual train hours					
	9	Total actual train revenue miles					

	10	Total actual train revenue hours					
	11	Total actual passenger car miles					
	12	Total actual Passenger car revenue miles					
	13	Total scheduled Passenger car revenue miles					
	14	Total actual passenger car hours					
	15	Total actual passenger car revenue hours					
	16	Unlinked Passenger Trips					
	17	Passenger Miles					
	18	Directional Route Miles (Total)					
	19	Total scheduled train hours					
	20	Total scheduled train revenue miles					
	21	Total scheduled passenger car revenue hours					
KC	D8	Late or Cancelled Detail Report	X				
KC	D9	Annual Service Rail Exception Report				X	
	1	Days Scheduled Operated					
	2	Days not operated due to strikes					
	3	Days not operated due to officially declared emergencies					

		MATERIAL AND WARRANTY MANAGEMENT					
	E						
	E1	Inventory	X				
KC	1	Inventory(Total inventory Value)					
ST	2	Total Value of Parts Ordered					
KC	3	Total Value of Parts Received					
KC	5	Value of Parts Issued					
KC	6	List of Parts Issued in Excess of \$500.00					
KC	8	List of Cores Off Property (quantity and value)					
ST	9	Part Orders > 60 Days Old					
KC	10	Adjustment to Inventory Counts					
	11	Track the following statistics on a monthly basis					

		use					
KC	12	% of open work orders awaiting parts versus all work orders	X	X			
KC	13	Inactive stock items versus total stock items					
KC	14	Material availability - % of material with zero balance (no stock in place)					
	15	Track the following statistics on a monthly basis					
KC	16	Annual inventory usage for each separate inventory item				X	
	E2	Warranty	X				
KC	1	Warranty Repair Work Order List including open and closed work orders with asset identification, labor hours, labor cost, material cost, description of failure, and corrective actions.					

ST	2	Warranty Claim List of Open and Closed Claims, Labor Hours, Labor Costs, and Material Costs					
	F	FACILITIES / MOW MAINTENANCE					
KC	F1	Mechanical Reliability (by)	X	X			
	1	Elevators (as described in Exhibit C)					
	2	Escalators (as described in Exhibit C)					
	3	CCTV					
	4	PA/VMS					
	5	Telephones (ETEL & PET)					
	6	Station Lighting					
	7	Switches and Circuits					
	8	Train radio					
	9	Signals					
	10	Network Connectivity					
	11	Train to Wayside Communication System					
	12	Track					
	13	Crossings Gates					
	14	Downtown Seattle Transit Tunnel Security					

	15	SCADA System					
	16	LRV Vehicle Wash System					
	16	Central Sanding System					
	17	Overhead Contact System					
	18	Power Substations					
	19	Aerial Lift Equipment					
	20	Hi Rail Equipment					
	22	Mechanical Reliability - % for Electrical Power					
KC	F2	Working Hours Break"down	X	X			

	1	Total hours on work order system versus total hours paid					
	2	% Non-maintenance hours of total system					
	3	% Emergency work of total system					
	4	% Unplanned work – break-in work that is not emergency					
	5	% Routine repair, modification and installation of total system					
	6	% Preventive and predictive maintenance and inspections of total system					
	7	% of preventive maintenance performed on time					
	8	% Overtime expended by position					
		Additional Facilities Performance Standards					
	1	Station Cleanliness (as described in Exhibit C)					
	2	Landscaping & Irrigation (as described in Exhibit C)					
	3	Facility Quality Inspections (as defined in Exhibit C)					
	G	VEHICLE MAINTENANCE					
KC	G1	Working Hours Breakdown	X	X			
	1	Total hours on work order system versus total hours paid					
	2	% Non-maintenance hours of total system					
	3	% Emergency work of total system					
	4	% Unplanned work – break-in work that is not emergency					
	5	% Routine repair, modification and installation of total system					
	6	% Preventive and predictive maintenance and inspections of total system					

	7	% of preventive maintenance performed on time					
	8	% Overtime expended by position					
KC	G2	Cleanliness information for the following	X	X			
	1	Rail vehicle washes/vehicle					

	2	Mean days between interior cleaning of rail vehicles				
	3	Completed LRV interior cleaning daily				
	4	Completed LRV exterior cleaning				
	5	Completed LRV interior detailing				
KC	G3	Non-Revenue Vehicle Monitoring	X			
	1	Non-Revenue Vehicles - Total Miles				
	2	Non-Revenue Vehicles - Total Gallons Diesel Fuel				
	3	Non-Revenue Vehicles - Total Gallons Gasoline				
	4	Count of Non-Revenue Vehicles				
	5	Completed NRV interior cleaning daily				
	6	Completed NRV exterior cleaning				
	7	Completed NRV interior detailing				
	8	% of preventive maintenance performed on time per NRV				
	9	Non-Preventable Accidents				
	10	Preventable Accidents				
	11	Accidents Per NRV				
	12	Accidents Per NRV Operator				
	13	Status of Repairs including costs per NRV				
	H	MAINTENANCE				
KC	H1	Maintenance Statistics	X	X		
	1	Lost trips due to vehicles				
		Lost trips due to fixed assets by equipment ID				
	2	Cars available for service by day				
	3	Number of Major mechanical failures by equipment ID				
	4	Number of Vehicle Mechanical Failures by equipment ID				
	5	Number of Way, Power and Signals Failures				
	6	Number of Facilities Failures				
	8	Number of Other Mechanical Failures				
	10	Mean Distance between LRV Failure				

	11	Mean Time between Signals and Communications Failure					
	12	Mean Time between Traction Power Failure					
	13	Mean Time between Track Failure					
	14	Mean Time between SCADA Failure					
	15	Mean time between Facilities failures					

		16	Total LRV Fleet Mileage				
		17	Total NRV Fleet Mileage				
A	KC	H2	Repair Report	X	X		
		1	LRV Detailed Cleans - Due vs. Completed				
		2	Inspections (Percentages) - Signals: Due vs. Completed				
		3	Inspections (Percentages) - Traction Power: Due				
		4	Inspections (Percentages) - LRV Maintenance: Due				
		5	Inspections (Percentages) - Track: Due vs. Completed				
		6	Inspections (Percentages) - SCADA: Due vs. Completed				
			Inspections (Percentages) - Facilities: Due vs. Completed				
		7	Inspections - Total Time: Signals				
		8	Inspections - Total Time: Traction Power				
		9	Inspections - Total Time: LRV Maintenance				
		10	Inspections - Total Time: Track				
		11	Inspections - Total Time: SCADA				
			Inspections - Total Time: Facilities				
		12	Corrective Maintained from Inspections - Total Time: Signals				
		13	Corrective Maintained from Inspections - Total Time: Traction Power				

		14	Corrective Maintained from Inspections - Total Time: LRV Maintenance					
		15	Corrective Maintained from Inspections - Total Time: Track					
		16	Corrective Maintained from Inspections - Total Time: SCADA					
		17	Corrective Maintained from Other - Total Time: Signals					
		18	Corrective Maintained from Other - Total Time: Traction Power					
			Corrective Maintained from Other - Total Time: Facilities					
		19	Corrective Maintained from Other - Total Time:					

			LRV Maintenance					
		20	Corrective Maintained from Other - Total Time: Track					
		21	Corrective Maintained from Other - Total Time: SCADA					
		22	Travel Time broken out by craft discipline:					
			Travel Time hours compared to total Corrective Maintenance hours.					
			Travel Time hours compared to total Inspection/Preventative Maintenance hours.					
	I		Way Power and Signals					
KC	I1		Working Hours Breakdown	X	X			
		1	Total hours on work order system versus total hours paid					
		2	% Non-maintenance hours of total system					
		3	% Emergency work of total system					
		4	% Unplanned work – break-in work that is not emergency					
		5	% Routine repair, modification and installation of total system					

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	6	% Preventive and predictive maintenance and inspections of total system					
	7	% of preventive maintenance performed on time					
	8	Overtime expended by position					
ST	I2						
	1						
	J	SAFETY and Security					
KC	J1	Safety Statistics	X	X			
	1	Incidents					
	2	Miles Between Incidents					
	3	Fatalities					
	4	Fatalities Per 1M Train Miles					
	5	Fatalities Per Incident					
	6	Employee					
	7	Employee Per 1M Train Miles					
	8	Passenger					
	9	Passenger Fatalities per one million train miles					

	10	Pedestrian					
	11	Pedestrian Fatalities per one million train miles					
	12	Motorist					
	13	Motorist Per 1M Train Miles					
	14	Station Fatalities					
	15	Station Fatalities Per 1M Train Miles					
	16	Injuries					
	17	Injuries Per 1M Train Miles					
	18	Injuries Per Incident					
	19	Employee					
	20	Employee Injuries per 200,000 hours worked					
	21	Employee Per 1M Train Miles					
	22	Passenger					

		Passenger Injuries per one million train					
	23	miles					
	24		Pedestrian				
	25		Pedestrian Per 1M Train Miles				
	26		Station Injuries				
	27	miles	Station Injury Rate per one million train				
	28		Accidents				
	29		Preventable Accidents				
	30		Accidents per one million train miles				
	31		Accident Per Incident				
	32		Station (associated with				
		escalators/elevators)					
	33		Facility				
	34		Vehicle				
	35		Other / Parking				
	36		Signalized Crossing Collisions				
	37		Signalized Crossing Collisions per one				

		million train miles					
	38		Illegal Crossing Collisions				
	39	Miles	Illegal Crossing Collisions Per 1 M Train				
	40		Station Over-Runs (defined as, any over-run requiring permission to back up)				
	41		Signal Violations				
	42		Doors Opening Off-Platform Incidents				
	43		Derailments				
	44		D.A.R.T.				
	45		RODs				
	46		Classified Injuries				
	47		Fixed Facility Inspections				
	48		Equipment Inspections				
	49		Safety Appliance Inspections				

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	50	Hazard inspections with employee participation					
	51	% of employees involved in safety committee					Quarterly
	52	Involved Employees					
	53	Total Employees					
	54	Functional Drills					
	55	Full scale exercises					
	56	Safety Training Hours					
	57	Link Service KCM Employees					
	58	Local Emergency Responders					
	59	Operational Efficiency Tests conducted					
ST	J2	NTD Security and Safety Statistic Matrix	X			X	
	K	PARATRANSIT					
KC	K1	NTD/WSDOT Information				X	KC
	1	Modal Characteristics					
	2	Operating Expenses					
	3	Annual passenger miles					
	4	Annual unlinked (passenger) trips					
	5	Performance efficiency					
	6	Cost Effectiveness: Operating expense per passenger mile					
	7	Cost Effectiveness: Operating expense per unlinked passenger trip					
	8	Service Effectiveness: Unlinked passenger					

		trips per vehicle revenue mile					
	9	Service Effectiveness: Unlinked passenger trips per vehicle revenue hour					
	10	Fatalities					
	11	Reportable Injuries					
	R	IT					
ST	R1	Application Monitoring Report					Daily
	1	Report Number					
	2	Report					

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	3	Frequency					
	4	Age (days)					
	5	Current					
ST	R2	Report Delivery Mechanism - SharePoint Site					Daily
ST	R3	Odometer CSV	X				
ST	R4	SCADA Metrics CSV	X				
	S	FINANCE					
KC	S1	Direct Costs Report	X			X	
	1	Vehicle Operations					
	2	Vehicle Maintenance					
	3	Non-Vehicle Maintenance					
	4	General Administration					
	5	Grand Total					
KC	S2	Monthly Transaction Report	X				
KC	S3	Monthly Roll Forward Report	X				
KC	S4	Annual Physical Count Report				X	
KC	S5	Monthly Cycle Count Results	X				
KC	S6	List of all open and closed Task Orders including scope description, approval status, approval date, progress update, and scheduled date of completion.	X			X	
	X	FIRE					
ST	X1	Firemans Report					Ad Hoc

EXHIBIT M: DESIGNATED REPRESENTATIVES

King County Metro Transit

Rob Gannon (or delegate)
General Manager, Transit
King County DOT
201 S Jackson St Rm. 415
Seattle, WA 98104-3856
Telephone: 206-477-5911
Fax: 206-684-1778

Sound Transit

Bonnie Todd (or delegate)
Executive Director of Operations
Sound Transit
401 S. Jackson St
Seattle, WA 98104
Telephone: 206-398-5367
Fax: 206-398-5213
Mobile: 206-255-5862

EXHIBIT N

Definitions for KCM Shared Costs for LINK O/M Agreement

These definitions cover operating expenses allocated to LINK that are not incurred directly within the LINK organization structure and cost centers.

Changes to shared cost definitions and allocation methods will be discussed with Sound Transit through the annual operating expense budgeting and reconciliation process.

Direct Charges to LINK Projects:

Administrative Contract Support *(Cost Pool: FM DC LINK)*

Estimated Resources: As needed

Provides administration support on LINK system contracts as requested. Perform contract administration activities, such as review Level of Effort, conduct rate reviews and prepare amendments. Review and process progress payments consistent with contract terms and county policies and procedures.

Customer Information Technological Resources & Solutions (CITRS) *(Cost Pool: Reconciliation Entry)*

Estimated Resources: 0.5 FTE

CITRS staff works in the Transit Control Center/Link Control Center (TCC/LCC) providing real-time updates on LINK and Transit service through the following: ST Rider Alerts through Gov Delivery/Granicus, VMS (variable message signs), and public address systems at LINK stops. Staff post relevant customer information directly to the Sound Transit website through the "DRUPAL" system.

Environmental Compliance *(Proposed New Cost Pool: FM EC LINK)*

Estimated Resources: 1.0 FTE

As outlined in the agreement, update and maintain an Environmental Management System Compliance Program, perform environmental monitoring as needed and assume environmental hazards notification responsibility.

Human Resources *(Cost Pool: AD GM LINK)*

Estimated Resources: 1.0 FTE

Provide employment services, handle compensation/classification issues, address EEO and ADA concerns, employee relations, FMLA and FLSA management, address labor agreement issues, handle grievances, arbitration support, contract negotiations, implement personnel policies and management support.

Safety *(Cost Pool: AD GM LINK)*

Estimated Resources: 2.0 FTEs

Provide safety program services as outlined in the agreement, including program administration, accident and incident investigation and review, hazard analysis and resolution, safety training and audit.

Scheduling *(Cost Pool: AD SD LINK)*

Estimated Resources: As needed

Metro's Scheduling group provides support for the LINK operation in the HASTUS system, as well as scheduling special services and reporting on service. Additional activities include updating driver assignments at each service change and working with Sound Transit to update long range projections for workforce and number of cars used for future service scenarios.

KCM Allocated Expense:

Customer Information Office (Cost Pool: AD SCS RI)

CAM Allocation Method: Proportional by # of Platform Hours Operated

The Customer Information Office provides trip planning and customer support via the call center, websites and trip-planner app. Information and assistance are available to customers for schedules and trip planning for bus, Sound Transit LINK and Regional Express, vanpool, carpool, paratransit, special transportation and other services. Customers may also request information on upcoming service, submit commendations, file complaints and other comments for all the services listed above.

Random Drug & Alcohol Testing (Cost Pool: AD GM RDT)

CAM Allocation Method: Proportional by # of Safety Sensitive FTEs

Administration of KCM's Random Drug & Alcohol Testing Program in order to comply with federal regulations and King County policies. Includes the cost to administer and analyze the drug tests through a third-party vendor, as well as KCM staff.

Customer & Communication Services Admin (Cost Pool: AD SCS ADMIN)

CAM Allocation Method: Proportional by # of Platform Hours Operated

Management and administration of the Customer & Communication Services section, including the Customer Information Office and CITRS.

Transit Financial Services (Cost Pool: AD GM BF)

CAM Allocation Method: Proportional by # of FTEs

Cost for managing the budget and cost allocation process, providing reporting and managing financial aspects of the organization.

King County Central Services Allocated Expense:

Business Resource Center (BRC) (Cost Pool: AD OH P2)

CAM Allocation Method: Proportional by LINK Budget \$s

The BRC provides functional and technical maintenance and support for King County's PeopleSoft, Oracle EBS Hyperion (Budgeting) and Oracle BI Insights systems. Primary costs include labor, maintenance, licensing, and hardware support.

Financial & Business Operations Division (FBOD) (Cost Pool: AD OH P2)

CAM Allocation Method: Proportional by LINK Budget \$s

FBOD includes payroll and benefits management, contract compliance, financial management and accounting, procurement and payables.

General Fund Employee Transportation (Cost Pool: AD OH P2)

CAM Allocation Method: Proportional by LINK Budget \$s

Covers the costs of King County's Employee Transportation Program, which provides commuter and transportation benefits for eligible employees.

General Fund Personnel Component (Cost Pool: AD OH P2)

CAM Allocation Method: Proportional by LINK Budget \$s

Includes Human Resources, Office of Labor Relations, Records Management, Emergency Services and Ombudsman.

Information Technology (KCIT) (Cost Pool: AD OH FTE)

There are four categories applicable to LINK based on 2019/2020 Budget methodology:

- Workstation Support & Users' Access
 - Services range from Customer Support Services (CSS) that maintains King County's workstations, peripherals, mobile devices, system access, and enterprise applications, such as Microsoft Office 365, to the backend IT support services such as users' access to the network, email, and Skype for Business that are very important components to support this end user service.
 - Allocation based on licensed users (full or partial license) and workstations
- Applications
 - Service that maintains business applications to keep them running and up-to-date.
 - Allocation based on specific applications related to LINK
- Enterprise Services
 - Protects King County through Cybersecurity program and supports countywide technology platforms and programs such as KingCounty.gov, cloud/mobile solutions for applications, data services, applications integration and tools, quality assurance, and other services that KCIT provides for countywide benefits.
 - Allocation based on FTEs
- Bond Payments
 - Bond payments for existing county-wide IT investments.
 - Allocation based on FTEs

Office of Performance Strategy & Budget (Cost Pool: AD OH P2 KC)

CAM Allocation Method: Proportional by LINK Budget \$s

The Office of Performance, Strategy and Budget (PSB) provides comprehensive planning, management, budgeting and performance assessment for King County government.

Prosecuting Attorney's Office (Cost Pool: AD OH HKS)

CAM Allocation Method: Proportional by # of Platform Hours Operated

Covers costs associated with employment claims and general litigation, contract review, arbitration support and other services as needed.

AD OH P2, AD OH P2 KC and AD OH FTE Allocated Expense Cap:

KCM will cap the total annual expense charged to ST for the combination of the AD OH P2, AD OH P2 KC and AD OH FTE cost pools at no more than 4% of Link total fully-allocated O& M costs (as defined by Section 21.1.1.A) less charges from AD OH P2, AD OH P2 KC and AD OH FTE for the base term of the new IGA and continuing through all extensions.

- **Calculation:**
 - $(AD\ OH\ P2 + AD\ OH\ P2\ KC + AD\ OH\ FTE) /$

Intergovernmental Agreement Between Sound Transit and King County For the Operations and Maintenance of The Link Light Rail System, April 2019

- (Fully-Allocated Link O&M Expense – (AD OH P2 + AD OH P2 KC + AD OH FTE))
- $\leq 4\%$

EXHIBIT O: FEDERAL TRANSIT ADMINISTRATION PROVISIONS

1. Applicability of Federal Grant Contract

This Agreement is be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1F as amended. U.S. Department of Transportation's level of financial assistance may be between zero and eighty percent (0-80%). The County is required to comply with all terms and conditions prescribed for third party contracts in this Exhibit.

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The County shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions incorporated into this agreement.

The FTA Master Agreement obligates Sound Transit to incorporate certain provisions into this Agreement and any lower tier subcontracts at any level and to take appropriate measures to ensure that the County and its lower tier subcontractors at any level comply with certain applicable requirements set forth in the FTA Master Agreement. The provisions of the FTA Master Agreement are hereby incorporated by reference into this Agreement. The County shall comply with all such requirements.

Any changes to the FTA Master Agreement or the FTA Circular 4220.1F, as amended, that are applicable to this Agreement are made a part of this agreement. Copies of the FTA Master Agreement are available from Sound Transit. Federal laws, regulations, policies and administrative practices may be modified or codified after the date of this agreement is established and may apply to this solicitation. To assure compliance with changing federal requirements, the County agrees to accept all changed requirements that apply to this agreement.

2. Federal Funding Limitation

The County understands that a portion of the funds to pay for its performance under this Agreement are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). Sound Transit's obligation hereunder is, in part, payable from funds that are appropriated and allocated by FTA for the performance under this Agreement. If such funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may be required to terminate or suspend the County's services without penalty.

In this event, the Agreement will be terminated for convenience in accordance with Section 30 of this Agreement.

3. Recovered Materials

The County agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

4. Energy Conservation

The County agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

5. Clean Water

A. The County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251, et seq. The County agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The County also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. Clean Air

A. The County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The County agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The County also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7. Federal Lobbying Restrictions

This Agreement is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The County and any subcontractors that at any time apply or bid for a contract award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County. The County's signature on this certification certifies that: a) it has not engaged in the prohibited activity and b) the language of the certification is or will be included in all lower tier subcontracts that exceed \$100,000, and (3) that all its subcontractors have certified and disclosed

accordingly. Sound Transit is responsible for keeping the certification form of the County, who is in turn responsible for keeping the certification forms of subcontractors. Further, by executing the Agreement, the County agrees to comply with these laws and regulations. If the County or its subcontractors have engaged in any lobbying activities to influence or attempt to influence the awarding of subcontracts under this Agreement, the contractor must disclose these activities. In such a case, the County and its contractor shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities".

B. The County and any subcontractor shall file a disclosure form (SF-LLL) at the end of each calendar quarter in which there occurs any event that requires disclosure (as described in Subsection (A) above) or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Agreement; or
 2. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or
 3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.
8. Program Fraud and False or Fraudulent Statements or Related Acts

A. The County acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. The County certifies or affirms, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which this work is being performed. In addition to other penalties that may be applicable, the County further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the County to the extent the Federal Government deems appropriate.

B. The County also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves

the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the County, to the extent the Federal Government deems appropriate.

C. The County agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Civil Rights

In addition to Sound Transit nondiscrimination requirements set forth in other Sections in this Agreement, the following Federal requirements apply to the County's performance under this Agreement:

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the County agrees that it will not discriminate against any person on the basis of race, color, creed, national origin, sex, age, or disability under any program or activity receiving Federal financial assistance. In addition, the County agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the County agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulation, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246

Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that

may in the future affect construction activities undertaken in the course of the

Project. The County agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and federal transit law at 49 U.S.C. § 5332, the County agrees to refrain from discrimination against present and prospective employees for reason of age.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the County agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal employment Provisions of the "Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

4. Disadvantaged Business Enterprises

This Agreement is subject to the requirements of Title 49 C.F.R. Part 26, Participation by Disadvantaged Business Enterprises in Department of

Transportation Financial Assistance Programs. The County and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The County shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this U.S.D.O.T.-assisted Agreement. Failure by the County to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Sound Transit deems appropriate. Each subcontract the County signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

5. The County also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

10. Certification Regarding Debarment, Suspension and Other Matters

A. Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC §

6101 and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this Agreement. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, the County and any subcontractor with a contract that exceeds \$100,000 shall complete and submit, as part of the execution of this Agreement or, in the case of a subcontractor, as part of its Bid, the certification form, contained in these documents, for itself, its principals and its subcontractor(s) for any subcontract in excess of \$100,000. The inability of a contractor to provide a certification will not necessarily result in denial of consideration for contract award. A contractor that is unable to provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation may disqualify the contractor from participation under this Agreement. Sound Transit, in conjunction with FTA, will consider the certification or explanation

in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

B. The certification is a material representation of fact upon which reliance is placed in determining to enter into this Agreement and any subsequent determination of award of a subcontract. If at any time the County learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to Sound Transit. If it is later determined that the County knowingly rendered an erroneous certification, or failed to notify Sound Transit immediately of circumstances which made the original certification no longer valid, Sound Transit may terminate the contract, in addition to other remedies available including FTA suspension and/or debarment.

C. Subcontractors' Certification Regarding Debarment Suspension Or Ineligibility:

1. The County shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the federally required certification.

2. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor to provide the federally required certification.

11. Contract Work Hours and Safety Standards Act

A. Overtime

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation

In the event of any violation of the clause set forth in paragraph (A) of this section the county or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the County or its subcontractor shall be liable to the United States for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$ 10 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for Unpaid Wages

Sound Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the County or its subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the County, such sums as may be determined to be necessary to satisfy any liabilities of the County or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts

The County or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The County shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

E. Payrolls and Basic Records

Payrolls and basic records relating thereto shall be maintained by the County during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

12. No Government Obligations to Third Parties

The County agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with the construction and operation of Link. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including a subrecipient or third party consultant.

13. BUY AMERICA REQUIREMENTS

1. The County will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661, which provide that federal funds may not be obligated under specific circumstances unless steel, iron and manufactured products used in FTA-funded project are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General Waivers are listed in 49 CFR 661.7.

2. The County must submit to Sound Transit the appropriate Buy America certification, with all FTA-funded contracts, except those subject to a general waiver.

14. ELECTRONIC AND INFORMATION TECHNOLOGY

When providing reports or other information to Sound Transit, or to the Federal Transit Administration (FTA), among others, on behalf of Sound Transit, the County agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

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