



Signature Report

Ordinance 19011

Proposed No. 2019-0408.3

Sponsors Upthegrove and McDermott

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 ST Express Bus service.

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 ST Express Bus service.

9 2. That operations and maintenance agreement, originally signed in 2015
10 and administratively amended in 2017 and 2018, with two allotted one-
11 year extensions, will expire December 31, 2019.

12 3. Sound Transit and the county desire to enter into a new agreement, to
13 begin on January 1, 2020.

14 4. The agreement will benefit of the residents of King County. The
15 partnership between King County and Sound Transit brings together
16 operation of two complementary bus transit networks serving King
17 County residents. In 2018, ST Express bus carried over 9.2 million
18 passengers on King County operated routes, delivering 99.8 percent of
19 scheduled trips.

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

24 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

25 SECTION 1. Findings: The current operating and maintenance agreement
26 between Sound Transit and the county expires on December 31, 2019. Unless this
27 ordinance takes effect before that date, it will not be effective before the current
28 agreement expires. To ensure that ST Express Bus may operate without interruption, this
29 ordinance must take effect before December 31, 2019, so that the executive may execute
30 the new agency agreement.

31 SECTION 2. The county executive is authorized to execute an agreement with
32 Sound Transit, substantially in the form of Attachment A to this ordinance, to provide ST
33 Express Bus operations and maintenance services.

34 SECTION 3. When coordination between the parties on proposed ST Express
35 Bus service changes occurs in accordance to Section 7.2 of the Interagency Agreement
36 between King County Metro and Sound Transit for ST Express Bus Service Operations
37 and Maintenance 2019, Attachment A to this ordinance, the King County Metro transit
38 department must notify King County council chief policy officer in writing of the Sound
39 Transit Service Change Package #1 and Sound Transit Service Change Package #2,

40 within five business days of receiving each package from Sound Transit in accordance
41 with the terms of Section 7.2 of the Interagency Agreement.
42

Ordinance 19011 was introduced on 10/9/2019 and hearing held/closed and passed as amended by the Metropolitan King County Council on 11/13/2019, by the following vote:

Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci
Excused: 1 - Mr. Dunn



KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Rod Dembowski, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this 25 day of NOVEMBER 2019.

Dow Constantine, County Executive

RECEIVED
2019 NOV 26 PM 3:07
CLERK
KING COUNTY COUNCIL

Attachments: A. Interagency Agreement between King County Metro and Sound Transit for ST Express Bus Service Operations and Maintenance 2019, dated November 5, 2019

Interagency Agreement
between
King County Metro and Sound Transit
for
ST Express Bus Service Operations and Maintenance
2019

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TABLE OF CONTENTS

1.0	DEFINITIONS	1
2.0	FEDERAL REQUIREMENTS	1
	2.1 National Transit Database	1
	2.1.1 Passenger Miles Report	2
	2.1.2 NTD Reporting – Service and Financial Data.....	2
	2.2 Americans with Disabilities Act	3
	2.2.1 General Requirements.....	3
	2.2.2 Provisions of Service.....	3
	2.2.3 Training	3
	2.2.4 ADA Complaints.....	4
	2.3 Public Safety and Security Services.....	4
	2.3.1 Security Reporting.....	5
	2.3.2 Monthly Security Reports.....	5
	2.4 Safety.....	5
	2.4.1 Safety Reports	6
3.0	GENERAL REQUIREMENTS	6
	3.1 Coordination	6
	3.2 Records and Audits	6
	3.2.1 Maintenance of Records.....	6
	3.2.2 Record Retention	6
	3.2.3 Access for Audit Purposes	6
	3.3 Subcontracting.....	7
	3.4 Operating Policies	7
	3.5 Specialized Training	8
	3.6 Environmental Sustainability	8
4.0	COOPERATION	8
	4.1 Planning	8
	4.2 Designated Representatives	9
5.0	ROLE OF SOUND TRANSIT	9
	5.1 Coordination	9
	5.2 Sound Transit Rights and Responsibilities	9
	5.2.1 Planning	9
	5.2.2 Oversight.....	10
6.0	PERSONNEL AND PERFORMANCE STANDARDS	10
	6.1 Personnel	10
	6.1.1 Recruitment.....	11
	6.1.2 Training	11
	6.1.3 Transit Operator Medical Certification	11
	6.2 Employee Conduct	11
	6.3 Performance Monitoring.....	11
	6.4 Service Performance Standards	12
	6.5 Information Reporting	12
	6.5.1 Information Sharing.....	12
	6.5.2 Monthly Performance Report.....	12
	6.5.3 Weekly Report.....	13
	6.5.4 Daily Report.....	13
	6.5.5 Trips and Stop Level Data	13
	6.5.6 Other Reports.....	13
7.0	ROUTE PLANNING/SCHEDULING	13
	7.1 General	13

7.1.1	Coordination with Local Jurisdictions	14
7.2	Planning Process	14
7.2.1	Bi-Annual Service Change Planning	14
7.2.2	Mid- and Long-Range Planning Coordination.....	16
7.3	Unpredicted Service Change	17
7.4	Public Process	17
8.0	VEHICLE MAINTENANCE.....	17
8.1	Operations and Maintenance Compliance	17
8.2	Buses.....	18
8.3	Maintenance – Extent of Services.....	18
8.3.1	Warranty	19
8.3.2	Major Fleet Defects and Manufacturer Recalls	19
8.3.3	Severely Damaged Buses	20
8.3.4	Maintenance Initiatives.....	20
8.4	Storage and Maintenance Facilities.....	20
8.5	Fuel/Lubricants, Tires, Parts, and Supplies	20
8.5.1	Fuel/Lubricants	21
8.5.2	Tires	21
8.5.3	Parts and Supplies.....	21
8.6	Cleaning	21
8.7	Equipment Return.....	21
8.8	Bus Logs and Files	21
9.0	OPERATIONS.....	22
9.1	Operation – Extent of Services	22
9.1.1	Cross-Use of Fleet	22
9.2	Service Disruptions	22
9.2.1	Inability to Perform Bus Service	22
9.2.2	Response to Road Failures	23
9.2.3	Re-route Notification	23
9.2.4	Emergency Notification	23
9.3	Service Delivery	23
9.4	Short-term, Additional Service.....	24
9.4.1	Special Service	24
9.4.2	Extra Service	24
9.5	Revenue Processing.....	25
10.0	CUSTOMER SERVICES, MARKETING AND MEDIA RELATIONS	26
10.1	Customer Services	26
10.1.1	Information and Products	26
10.2	Customer Communication	27
10.2.1	Customer Comments, Complaints & Commendations	27
10.2.2	Lost and Found Services	27
10.2.3	Changeable Information	27
10.3	Marketing.....	28
10.3.1	Outreach.....	29
10.3.2	Transit Advertising on Sound Transit Vehicles	29
10.3.3	Media Relations.....	29
11.0	MAINTENANCE AND OPERATIONS OF FACILITIES.....	30
11.1	Passenger Facilities Use and Maintenance	30
11.2	Permanent Signage	30
11.3	Maintenance	30
11.3.1	Maintenance of Facilities.....	30
11.3.2	Maintenance of Signage	31

12.0	FINANCIAL AUTHORIZATION, COMPENSATION AND PAYMENT	31
12.1	Baseline Cost	31
12.1.1	Composition of Baseline	32
12.1.2	Cost Allocation Model (CAM)	32
12.1.3	Baseline Cost Submittal	34
12.1.4	Interim Changes to Baseline Cost	35
12.2	Extra Service and Special Service	35
12.3	Catastrophic Event Service	35
12.4	Task Orders	35
12.5	Periodic Review of Financial Performance	36
12.6	Invoices and Payment	36
12.6.1	Monthly Invoices	36
12.6.2	Payment	37
12.7	End of Year Requirements and Closeout Reconciliation	37
12.7.2	Documentation	38
12.7.3	Settlement	38
12.8	Taxes and Fees	38
13.0	DISPUTE RESOLUTION	39
14.0	INSURANCE AND RISK MANAGEMENT PROGRAM	39
15.0	INDEMNIFICATION AND DEFENSE	39
15.1	General Indemnity	40
15.2	Labor Indemnity	40
15.3	Labor Compliance	40
15.4	Survival	41
16.0	EXCUSE FROM PERFORMANCE	41
17.0	TERMINATION OF AGREEMENT	41
17.1	Termination for Default	41
17.2	Termination for Convenience	42
17.3	Activities upon Termination	42
17.4	Survival of Provisions	42
18.0	LEGAL COMPLIANCE	42
18.1	Personnel	42
18.2	Rights and Remedies	43
18.3	Relationship of Parties	43
18.3.1	Personnel	43
18.3.2	Independence of Parties	43
18.4	Non-Exclusivity of Agreement	43
18.5	Parties in Interest	43
18.6	Assignment	43
18.7	Binding on Successors	43
18.8	Waiver of Default	44
18.9	Entire Agreement	44
18.10	Amendments and Modifications	44
18.11	Severability	44
18.12	Calculation of Time	44
18.13	Other Agreements	44
19.0	Additional Issues for further consideration	45
19.1	Recognition of King County Metro as ST Express Bus Operator	45
19.2	Sound Transit BRT Service	45
20.0	Statutory requirements	45
20.1	Federal Funding Requirements	45
20.1.1	General	45

20.1.2	Third Party Contracts	45
20.1.3	13(c) Labor Relations.....	45
20.2	DBE Requirements	45
20.3	Civil Rights	46
20.3.1	Nondiscrimination Generally	46
20.3.2	Title VI Complaints.....	46
20.3.3	Title VI Training.....	47
20.3.4	Assistive Materials and Required Documentation	47
20.3.5	Equal Employment Opportunity	48
21.0	NOTICE.....	49
22.0	EXHIBITS	49
23.0	EFFECTIVE DATE AND TERM	49
23.1	Effective Date	49
23.2	Term.....	49
24.0	EXECUTION OF AGREEMENT	50

INTERAGENCY AGREEMENT

between

King County Metro and Sound Transit

for

ST Express Bus Service Operations and Maintenance

THIS INTERAGENCY AGREEMENT for ST Express Bus Service Operations and Maintenance ("Agreement") is entered into this _____ day of _____ 2019 by the Central Puget Sound Regional Transit Authority ("Sound Transit") and King County, through its Metro Transit Department (the "County" or "King County Metro") and as may be referred to individually as "Party" and collectively as "Parties."

Sound Transit is authorized to operate a regional transit system in the central Puget Sound region under chapter 81.112 RCW in accordance with a public vote.

The County is authorized to perform public transportation functions under chapters 36.56 and 35.58 RCW in accordance with a public vote.

King County Metro and Sound Transit have determined it to be within the public interest for King County Metro to operate a portion of Sound Transit's regional express bus service ("ST Express Bus Service").

King County Metro will provide a portion of Sound Transit's fixed route bus service as directed by Sound Transit under the terms and conditions listed below.

1.0 DEFINITIONS

Capitalized terms and abbreviations are defined in **Exhibit A: Definitions**.

2.0 FEDERAL REQUIREMENTS

Sound Transit relies on federal financial assistance in the delivery of ST Express Bus Service. Therefore, King County Metro will comply with the federal provisions provided in the attached **Exhibit I: Federal Transit Administration ("FTA") Provisions**, which include (if applicable) (1) FTA Provisions for Interagency Agreement Where FTA Funds Are Being Passed Through to the Subrecipient for Program Implementation, and (2) Federally Required Third-Party Contract Clauses.

Listed below are specific reporting requirements related to federal requirements in addition to those provided in **Exhibit I**.

2.1 National Transit Database

Sound Transit is required to submit data to the National Transit Database ("NTD"). To support Sound Transit in meeting its deadlines and requirements as outlined by the NTD guidelines, King County Metro will abide by the NTD

reporting guidelines. King County Metro will provide data per the guidelines in effect as of the date of the report in accordance with 49 C.F.R. part 603 and include newly required NTD data under MAP-21 regarding asset inventories and conditions in accordance with 49 U.S.C. 5326(b)(3) and 5335(c). Financial information reported to NTD must be reported in accordance with the Uniform System of Accounts ("USOA").

Should NTD reporting requirement or deadlines change during the term of this Agreement which affects the timing or format of submission, the Parties will determine a mutually agreeable revised deadline and/or format for submission of monthly or annual data.

King County Metro may not disclose the contents of these reports without prior notification to Sound Transit.

2.1.1 Passenger Miles Report

Annual passenger miles is an NTD data collection requirement and is due to Sound Transit by February 28 of each year. Passenger miles will be estimated using on-board automated passenger counters ("APC") to identify passenger boardings and alightings by stop and distance traveled. King County Metro has installed APC in buses operated by King County Metro including buses owned by Sound Transit. The FTA has concurred with King County Metro's plan to verify and calibrate APC equipment. King County Metro will continue to collect this data and validate the APC system in accordance with the FTA's standards.

2.1.2 NTD Reporting – Service and Financial Data

Under NTD guidelines, King County Metro will provide to Sound Transit service and financial data, both monthly and annually, pertaining to the ST Express Bus Service provided for under this Agreement.

a. Monthly Data

King County Metro will provide Sound Transit with monthly service data that meets federal operating data requirements of the NTD by the 25th of each month. A list of the data requirements to be submitted is provided in **Exhibit F1: Reports and Documents** with specific formats in **Exhibit E: National Transit Database Reports** and in **Exhibit F: Management Reports**.

b. Annual Data

As detailed in **Exhibit F1: Reports and Documents**, King County Metro is responsible for providing annually the following reports:

- By February 28: Passenger Miles, Operating and Service Data;
- By February 28: Preliminary Cost Allocation Model, prior to final verification by Agreed Upon Procedures;

- By February 28: Preliminary Modal Operating Expenses;
- By March 15: Documented Changes to Cost Pools or Methods of Allocation;
- By March 31: Operating Expense Reconciliation;
- By March 31: Accounts Receivable Listing by Service Type (also known as Year End Reconciliation in F-30 format); and
- By March 31: FTEs and Hours in NTD R10 format.

2.2 Americans with Disabilities Act

2.2.1 General Requirements

In addition to complying with Section 3.2 of Exhibit I Nondiscrimination on the Basis of Identity, King County Metro will comply with applicable sections of 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA) in the provision of transportation service for Sound Transit Express bus.

2.2.2 Provisions of Service

King County Metro will comply with all applicable provisions of 49 CFR Part 37, Subpart G Provision of Service, with particular attention to the following:

- a. Appropriate use of priority seating including operator assistance to ask individuals, except other individuals with a disability or elderly persons, sitting in the area designated as priority seating, to give up their seat when the area is needed by a customer with a disability;
- b. Allow reasonable time for individuals with disabilities to identify and board a bus, particularly at stops serving multiple buses. This may require moving to the head of the boarding zone at a stop even after other passengers have boarded. The kneeling, lift, or ramp feature will be deployed upon request or as needed if it can be determined ahead of time that the equipment will be needed by the customer.

2.2.3 Training

- a. In accordance with 49 CFR Part 37 Subpart G §37.173 Training Requirements, King County Metro will ensure that operators are trained to proficiency to use accessible features, provide reasonable assistance to customers with disabilities to ride public transit, and treat customers with respect and courtesy with appropriate consideration to differences due to disability.
- b. Upon signing this Agreement, King County Metro will provide Sound Transit with a schedule of all training for new and existing operators

regarding implementing the provisions of the ADA in general, and this Section 2.2 in particular, and provide copies of curricula. King County Metro will provide Sound Transit's manager of accessible services with an opportunity to attend and observe such training when space is available.

2.2.4 ADA Complaints

- a. King County Metro will designate a responsible employee and adopt and implement an ADA complaint process in accordance with 49 CFR Part 37, Subpart A General, 37.17 Designation of Responsible Employee and Adoption of Complaint Procedures. Upon the signing of this Agreement, King County Metro will provide a copy of this process to Sound Transit. King County Metro will also provide a copy of the process to Sound Transit when it is revised.
- b. King County Metro will provide a record of ADA complaints and resolutions on the monthly report to Sound Transit including the following information:
 - (i) Date complaint was opened by the King County Metro;
 - (ii) Date the incident occurred;
 - (iii) ST Express bus route number;
 - (iv) Text or transcript of complaint;
 - (v) Name and contact information if provided by the customer;
 - (vi) Explanation of the resolution provided;
 - (vii) Case number

2.3 Public Safety and Security Services

Public Safety and Security Services are defined as any and all activities that directly and indirectly keep patrons and staff free from harm and reduces crime and the fear of crime on transit services and at transit facilities. This includes all security, fare enforcement, law enforcement and emergency preparedness activities and personnel as appropriate.

King County Metro will provide Public Safety and Security Services for the ST Express Bus Service operated by King County Metro under this Agreement. Public Safety and Security Services will be provided on buses and at existing King County Metro public facilities in accordance with King County Metro's current standard security procedures. King County Metro will coordinate with Sound Transit and other regional transit operators in developing coordinated Public Safety and Security Services, including mutual aid policies.

2.3.1 Security Reporting

King County Metro will provide existing Public Safety and Security Services data and reports and provide direct access to ST data and data sharing tools to the extent possible and within the confines of data normally collected. This includes, but is not limited to:

- Number and Types of Security Incident Reports System-wide and on ST express routes
- Expulsions and suspensions on System-wide and on ST Express Routes
- Operator Assaults by month/year and by Route
- Transit Incidents/Crimes by location and Routes

King County Metro will submit an annual staffing plan and organization chart that outlines staff deployments for Public Safety and Security Services. This will include the Metro staffing levels as they pertain to contracted security, contracted law enforcement personnel, and other public safety personnel. King County Metro will outline the amount of available resources that can respond to any public safety or security incident or event on the bus system and ST Express Bus Routes at different times of the service schedule and on different days of the week.

King County Metro will make available to Sound Transit a copy of King County Metro's System Security and Emergency Preparedness Plan ("SSEPP") or its current Security Plan for review. King County Metro will notify Sound Transit as soon as possible if any revisions are made to the SSEPP.

2.3.2 Monthly Security Reports

King County Metro will provide Sound Transit with a monthly report (see **Exhibit E3: Security**), as part of the monthly invoice that includes the following:

- All required NTD security reports;
- A report of all Part 1 and Part 2 crimes that occur on Sound Transit buses, property, or shared facilities (listed by route and/or location, if available); and
- A summary of exclusions activity (if applicable).

2.4 Safety

King County Metro will maintain a System Safety Program Plan ("SSPP") consistent with American Public Transportation Association ("APTA") guidelines, which are consistent with and meet the requirements of the Sound Transit ST Express System Safety Program Plan. King County Metro will provide a copy of

its current SSPP to Sound Transit upon the effective date of this Agreement and when revisions are issued. King County Metro will send a representative to Sound Transit's Transit Integration Group ("TIG") Safety subcommittee meetings to review incidents, potential hazards, and corrective action plans.

2.4.1 Safety Reports

- a. King County Metro will provide Sound Transit notification of any NTD reportable incident within the same timelines for federal reporting (**Exhibit F1: Reports and Documents**). A preliminary investigation report for any incident meeting NTD reporting criteria must be submitted to Sound Transit within 24 hours. The investigation report will include a description of the incident and its circumstances.
- b. King County Metro will submit a monthly summary listing of NTD reportable incidents with preventability determination (**Exhibit F2: Preventable Accident Rates by Route** and **Exhibit F3: Accident Detail**) and accident frequency by type (**Exhibit E2: Safety**) by the 25th day of each month in order for Sound Transit to be able to file its monthly safety report with NTD by the last day of the month for the previous month's incidents. The report is to contain all applicable accidents for the year through the latest month reported.

3.0 GENERAL REQUIREMENTS

3.1 Coordination

King County Metro will consult with Sound Transit on policy decisions, service development, and planning affecting the ST Express Bus Service provided for under this Agreement.

3.2 Records and Audits

3.2.1 Maintenance of Records

King County Metro, including its consultants, will maintain books, records, documents, and other evidence directly pertinent to performance of the work under this Agreement in accordance with Generally Accepted Accounting Principles ("GAAP").

3.2.2 Record Retention

King County Metro, including its consultants, will retain books, records, documents, and other evidence directly pertinent to performance of the work under this Agreement in accordance with Washington State record retention requirements or as modified for compliance with federal program requirements.

3.2.3 Access for Audit Purposes

With the exception of documents that are privileged, exempt or otherwise

protected from disclosure, Sound Transit, the Comptroller General of the United States, any state or federal funding agency, or any of their duly authorized representatives will, for the purpose of audit and examination, have access to and be permitted to inspect and copy books, records, documents, data, and other evidence for inspection, audit, and copying, in accordance with Washington State record retention requirements. Sound Transit will also have access to such books, records, and documents during the performance of work if deemed necessary by Sound Transit to verify King County Metro's work and invoices, to assist in negotiations for additional work, and to resolve claims and disputes. Financial audits conducted under this Section 3.2.3 will be in accordance with Generally Accepted Auditing Standards ("GAAS") and established procedures and guidelines of the reviewing or auditing agency(ies).

With the exception of documents that are privileged, exempt or otherwise protected from disclosure, King County Metro will disclose information and reports resulting from access to records under this Section 3.2.3. Prior to disclosure, Sound Transit will provide King County Metro the opportunity for an audit entrance and exit conference, an opportunity to comment, and to submit any supporting documentation on the pertinent portions of any draft audit report. The final audit report will include written comments of reasonable length, if any, of King County Metro.

3.3 Subcontracting

King County Metro may use a subcontractor to provide public transportation service on behalf of Sound Transit to the extent permitted by law. King County Metro will ensure that any subcontractor meets all applicable requirements of this Agreement, including but not limited to any applicable requirements of the FTA and Sound Transit. During selection and interviewing of any third-party subcontractor, Sound Transit will participate in the review and evaluation of proposals and the final selection of the contractor to the extent allowable by law. Any changes to the method in which the service is provided must be approved in writing by both Parties. Sound Transit will notify King County Metro when federal funds will be utilized for a subcontract that will require the incorporation of the federal grant funding conditions as provided in Section 20.1.2.

Unless otherwise stated in this Agreement, "King County Metro" means King County Metro and any of its subcontractors.

3.4 Operating Policies

King County Metro will determine which of the following policies pertains to a particular situation depending on the type of actions being taken. Upon request, King County Metro will inform Sound Transit which policy is in effect for a particular type of action. The following order of priority will apply:

- a. State and federal law and/or regulations: The Parties and their subcontractors must obey all applicable state and federal laws and guidelines;
- b. Sound Transit's ST Express Policies and Procedures as adopted; see

Exhibit J in effect on the date of this Agreement; and

c. King County Metro's policies.

3.5 Specialized Training

Sound Transit may require specialized training over and above training required to provide baseline services. The cost of special training is not included in the rates established in the Baseline Cost as defined in Section 12.1.1. Such training will be authorized by Sound Transit and the cost established through written Task Order to King County Metro as defined in Section 12.4.

3.6 Environmental Sustainability

Sound Transit has an established environmental policy, a sustainability initiative, and an environmental management system certified under the International Standards Organization ("ISO") 14001. Sound Transit is committed to protecting the environment for present and future generations. The objectives of the policy, initiative, and system are collectively as follows:

- a. Implement environmental stewardship and sustainable development;
- b. Reduce environmental risks and liabilities;
- c. Enhance image with public, regulators, agencies, and stakeholders;
- d. Ensure regulatory compliance;
- e. Improve environmental performance; and
- f. Simplify environmental communication.

Sound Transit is committed to meeting or exceeding all environmental commitments during all phases of transit operation by preventing environmental degradation, reducing work delays and cost increases, minimizing negative publicity, and reducing the number of upset citizens, stakeholders, and regulatory agencies.

Exhibit N1: Environmental and Sustainability Management System and N2: Sound Transit Sustainability Initiative include a copy of Sound Transit's environmental policy, its sustainability initiative, and a summary of its environmental management system. Within 30 days of the effective date of this Agreement, King County Metro will submit to Sound Transit a written statement indicating that responsible parties at King County Metro and its subcontractors have read and understand **Exhibits N-1 and N-2**, and that it will use reasonable efforts to conduct its work and operations in a manner which is consistent with the objectives of these environmental programs.

4.0 COOPERATION

4.1 Planning

The Parties will engage in cooperative planning that will include consideration of the following factors: coordination of plans for service and policies of affected jurisdictions which may impact the provision of the ST Express Bus Service provided for under this Agreement, long range plans of Sound Transit and King County Metro, safe and efficient operation of transit systems, attractiveness of the services to the public, security requirements, traffic congestion and capacity issues of affected jurisdictions, operating and maintenance requirements, fare payment methods, and other factors that serve the public interest or that are otherwise agreed to by the Parties.

4.2 Designated Representatives

To ensure effective cooperation in implementing this Agreement, each Party will designate representatives responsible for communications and coordination between the Parties. Designated Representatives are responsible for the following:

- a. Coordinating input and work of other staff members;
- b. Annual review of the costs;
- c. Revising or preparing exhibits and amendments to this Agreement; and
- d. Identifying and resolving issues that may arise in implementing this Agreement.

The contact information of the current Designated Representatives is provided in **Exhibit C: Designated Representatives**. Each Party may unilaterally update its contact information in **Exhibit C** as necessary by providing an amended copy of **Exhibit C** to the Designated Representative of the other Party in accordance with Section 19.0.

5.0 ROLE OF SOUND TRANSIT

5.1 Coordination

Sound Transit will consult with King County Metro on policy decisions, service development, and planning affecting ST Express Bus Service operated by King County Metro. These decisions are generally made by the Sound Transit Board of Directors. Sound Transit will consult with King County Metro concerning any changes proposed in ST Express Bus Service schedules or routes. King County Metro's comments will be considered in the decision-making process as described above.

5.2 Sound Transit Rights and Responsibilities

5.2.1 Planning

Sound Transit is responsible for planning and oversight of the ST Express Bus Service system and final decision-making authority remains with Sound Transit. Sound Transit will participate with other agencies in

planning efforts including, determining and modifying the following matters, consistent with the terms of this Agreement:

- a. Times of day services are to be provided;
- b. Routes on which buses are to run;
- c. Location and identification of ST Express Bus Service stops to pick up and discharge customers; and
- d. Number and sizes, including seat capacities, of buses in service.

5.2.2 Oversight

In addition to its rights under Sections 3.2.3 and 12.5, Sound Transit will have the following rights with respect to management and financial oversight, and monitoring the performance of King County Metro under this Agreement:

- a. Review and inspect all facilities, equipment, and, with the exception of documents that are privileged, exempt or otherwise protected from disclosure, records developed or used by King County Metro in performance of this Agreement, including King County Metro's cost-sharing allocations, schedule adherence, and fare and data collection procedures;
- b. Review fuel, lubricants, repair parts, and supplies used by King County Metro in servicing Sound Transit buses;
- c. Inspect any Sound Transit bus; and
- d. Review King County Metro's facilities and activities for purposes of monitoring King County Metro's maintenance performance as it pertains to the ST Express Bus Service provided for under this Agreement.

Reviews and inspections may occur at any time during normal business hours and Sound Transit will provide sufficient notice prior to reviews and inspection to ensure that it does not interfere with King County Metro's ability to fulfill its obligations under this Agreement. King County Metro will provide records or permit inspections in a timely manner.

6.0 PERSONNEL AND PERFORMANCE STANDARDS

King County Metro will provide ST Express Bus Service as follows:

6.1 Personnel

King County Metro will furnish qualified and properly trained personnel, including but not limited to: operators, mechanics, schedulers, customer service representatives, supervisory staff, technical staff, and clerical staff, as necessary

to provide the ST Express Bus Service under this Agreement. Except as provided in Section 15, King County Metro will be solely responsible for complying with the terms and conditions of agreements King County Metro has with any labor organizations representing King County Metro employees.

6.1.1 Recruitment

By March 1 of each year, King County Metro will provide Sound Transit with copies of its current recruitment selection process for those who operate, maintain, or supervise Sound Transit buses.

6.1.2 Training

King County Metro will maintain an overall training program that includes initial, refresher, and any specialized training for ST Express Bus Service. King County Metro will maintain records of its training program during the term of this Agreement. This training program must show modules containing all federally or state mandated training such as drug and alcohol training, and blood borne pathogens. King County Metro will provide a copy of the operator training program annually or a written certification of no change.

6.1.3 Transit Operator Medical Certification

King County Metro will provide Sound Transit with a description of its current medical certification requirements for operators. The description will include how King County Metro monitors medical cards, special conditions, and how King County Metro offers assistance to operators with special conditions. Any updates during the term of this Agreement will be provided to Sound Transit.

6.2 Employee Conduct

King County Metro will be responsible for taking appropriate corrective measures when employees providing ST Express Bus Service under this Agreement perform their jobs in an unsatisfactory manner. Sound Transit may report to King County Metro unsatisfactory employee performance that comes to its attention. Sound Transit may request that appropriate action be taken with respect to any employee providing ST Express Bus Service whose performance causes a safety, security, general welfare, or customer satisfaction concern to Sound Transit. If an employee's conduct is found to be unsatisfactory in the determination of King County Metro, it will exercise appropriate sanctions or disciplinary actions, and respond reasonably and responsively to Sound Transit's request for appropriate action, subject to applicable law and collective bargaining agreements.

6.3 Performance Monitoring

King County Metro will manage its employees' performance and will provide a copy of the description of its ongoing performance monitoring programs and tools for employees performing ST Express Bus Service to Sound Transit, or provide a

written certification of no change, annually.

6.4 Service Performance Standards

King County Metro will meet or exceed the performance standards provided in **Exhibit D: Performance Standards**. The performance standards are provided to measure quality of service and productivity, to encourage excellence, and to quickly identify and remedy problem areas. King County Metro will report on its performance against these standards on a monthly basis. Sound Transit will convene a Joint Leadership Team, which is defined as representatives appointed by both Parties in the areas of operations, vehicle maintenance, safety, and security at a minimum who are responsible for monthly review of **Exhibit D: Performance Standards**, and any follow-up actions related to this review. Sound Transit will schedule monthly meetings of the Joint Leadership Team to evaluate service performance, and identify areas of performance and continuous improvement. In areas where performance standards are not being met the Joint Leadership Team will discuss causes and potential solutions. King County Metro will be responsible for forming a corrective plan to meet Performance Standards. Sound Transit will be responsible for reviewing the plan and providing input. King County Metro will then create, in writing, a final action plan designed to improve performance.

Route level performance is reported monthly using the format in **Exhibit E1: Route Statistics**.

6.5 Information Reporting

6.5.1 Information Sharing

In the spirit of transparency, Sound Transit and King County Metro will share disclosable data as it becomes available. Access to reports, databases, data sharing tools and business analytics dashboards for operations, vehicle maintenance, planning, safety, and security data and information will be provided to the extent system capabilities allow.

As King County Metro develops and implements new technological methods of data collection, King County Metro will make discloseable data available to Sound Transit in a timely manner in a mutually agreeable format. Any additional requests by Sound Transit for access to King County Metro's normally collected disclosable data or reports by Sound Transit will be provided at no additional cost.

6.5.2 Monthly Performance Report

King County Metro will prepare, maintain, and submit monthly reports regarding ST Express Bus Service in the form and manner prescribed in **Exhibit F1: Reports and Documents** to the extent possible using King County Metro's standard data collection process and procedures. King County Metro will submit this report to Sound Transit's Bus Operations Manager or designee at the Sound Transit administrative offices by the 25th of each month for the previous month. The monthly report will match

the data used to generate invoices and will provide a basis for annual reconciliation.

6.5.3 Weekly Report

By Tuesday noon of each week, King County Metro will provide to Sound Transit's Bus Operations Manager or designee fleet availability by day and total week through the report entitled "ST Weekly Assignments" (See **Exhibit F1: Reports and Documents**).

6.5.4 Daily Report

King County Metro will provide Sound Transit's Bus Operations Manager or designee with the King County Metro's daily reports by email by 0900 hours each service day in a mutually agreeable format. Changes to the daily reporting data are acceptable provided the data is normally collected and is accessible. Sound Transit acknowledges that daily reports contain unaudited data and that King County makes no representation or warranty as to the accuracy or completeness of the data nor will King County have any liability to Sound Transit or any other related party resulting from the use of the data.

6.5.5 Trips and Stop Level Data

King County Metro will provide Sound Transit summarized trip level and stop data no later than the 25th of each month for the previous month. Data will be formatted and submitted in a mutually agreed upon format.

6.5.6 Other Reports

Additional reports are required under other sections of this Agreement. **Exhibit F1: Reports and Documents** lists such reports. **Exhibit F1** may be changed as needed by mutual agreement of Sound Transit's Executive Director of Operations or designee and King County Metro's General Manager or designee. Any such reasonable changes or requests for additional reports are to be considered within the scope of this Agreement and Sound Transit will not be charged if they comply with Section 6.5.1.

7.0 ROUTE PLANNING/SCHEDULING

7.1 General

King County Metro will operate Sound Transit buses on routes identified in written direction from Sound Transit up to the first regular service change, and then as may be subsequently extended, reduced, or otherwise modified by Sound Transit. Sound Transit will coordinate with King County Metro in a timely manner concerning changes proposed for the ST Express Bus Service that may affect King County Metro's service, schedules, or routes. King County Metro's comments will be considered in the decision-making process.

King County Metro will coordinate with Sound Transit in a timely manner concerning changes proposed for its service that may affect ST Express Bus Service, schedules, or routes. Sound Transit's comments will be considered in the decision-making process.

ST Express Bus Service planning and scheduling services provided by King County Metro for Sound Transit will be consistent and in accordance with King County Metro's standard procedures.

7.1.1 Coordination with Local Jurisdictions

King County Metro will facilitate coordination of ST Express Bus Service with affected jurisdictions comprising King County Metro's service area as necessary including:

- a. Bus stops, passenger shelters, signage, and other passenger amenities as described in the matrix entitled "Multi-Agency Signage Responsibilities: Service Change Related Schedules and Signage" (See Section 10.2.3 – Signage and Signage Hardware);
- b. Coordination due to construction activities; and
- c. King County Metro authorization for layovers, restroom access for operators, and other accommodations needed to provide ST Express Bus Service.

If issues arise, Sound Transit will assist King County Metro in this coordination.

7.2 Planning Process

7.2.1 Bi-Annual Service Change Planning

King County Metro will provide planning services to support Sound Transit's bi-annual service change process as it pertains to the ST Express Bus Service provided for under this Agreement. These services include field analysis, route planning support, and schedule preparation.

Both Parties will review and discuss proposed changes to service based on findings from bi-annual route performance reviews. Sound Transit will coordinate with King County Metro on the preliminary route designs or route/schedule modifications for ST Express Bus Service prior to the finalization of service changes. New or modified route designs must include stop locations, service frequencies, service spans, and the estimated number of Platform and Revenue Hours by day of operation. The Service Change Package, defined herein, will formalize previous coordination among the Parties and provide details on changes to service.

- a. Field Analysis

King County Metro will field test proposed routes, or route movements that are not currently made by buses planned for the service, verify run times, suggest additional or different stops for consideration, arrange for transit bus tests of proposed routes as necessary, and identify suitable layover areas.

b. Design Schedules

Sound Transit may request design models. Design models are schedules which have been created and generally tested by Sound Transit staff and then refined by King County Metro planning staff through HASTUS (or its successor software program). Sound Transit staff may request design models to re-evaluate a route's schedule based on performance monitoring issues identified by Sound Transit staff. Requested design models are not considered final nor is the production of these schedules intended to be "what-if" or iterative. These schedules will be used to support the preparation of the service change recommendations.

King County Metro will work with Sound Transit to create procedures for the transfer of ST schedule files in a format and timing acceptable to both Parties.

c. Service Change Package

The "Service Change Package" is the formalized, written document that captures previous coordination with King County Metro staff and details the implementation of service changes. King County Metro will operate Sound Transit buses on routes provided in the Service Change Package. If service is increased, King County Metro will provide additional personnel necessary to implement the increase, at Sound Transit's expense in accordance with Section 12. The Service Change Package process occurs in two phases "Service Change Package #1" and "Service Change Package #2", to allow for review and input from King County Metro.

King County Metro will determine the approximate number of operators and buses required for a Service Change Package based on revenue and platform hours provided by Sound Transit staff, and provide a written statement to Sound Transit addressing the ability of King County Metro to provide the service.

If King County Metro has concerns regarding King County Metro's ability to meet the Service Change Package requirements, King County Metro will immediately notify Sound Transit and both Parties will meet in an attempt to resolve the issue until King County Metro can provide the written statement above or the concerns are settled through the dispute resolution process.

d. Service Change Timeline

The Parties will coordinate service changes in conjunction with King County Metro's scheduled service change dates. Service changes, both major and minor in nature, will be developed and managed using the Sound Transit guidelines.

- Not less than 149 days prior to service change – Sound Transit distributes Service Change Package #1, including estimated Platform and Revenue Hours and peak/off-peak coach requirements. (All “days” refer to calendar days.)
- Not less than 120 days before the service change – King County Metro must inform Sound Transit of any changes to facilities or signage that will be required by the Sound Transit service changes and any impacts of King County Metro's service changes on Sound Transit.
- Not less than 105 days prior to service change – Sound Transit will provide Service Change Package #2 addressing any concerns raised by King County Metro.
- Not less than 100 days prior to service change – King County Metro will provide preliminary schedules for review.
- Not less than 85 days before service change – King County Metro will create and provide final schedules and headway reports downloaded through the HASTUS scheduling software, or its successor. King County Metro will conduct an internal quality control process to ensure accurate delivery of schedule data. Schedule information will include vehicle statistics reports, schedules and headway reports. Any change after 85 days is defined as an unpredicted service change (see Section 7.3 below.)

e. Fleet Requirement for Service Change

For each service change, the Parties will jointly and in a timely fashion, review the Service Change Package, Sound Transit fleet plan, and the preliminary schedules to gain consensus as to the fleet requirement for operations and maintenance.

7.2.2 Mid- and Long-Range Planning Coordination

Sound Transit and King County Metro staff will meet annually to review and comment on each other's mid- and long-range plans, including all policy documents related to service planning, including internal draft documents. Sound Transit will provide annually a five-year look ahead, which will include projected changes to fleet requirements and revenue hours/miles that King County Metro operates for ST Express Bus Service. This annual meeting will include a schedule review of any service restructure projects for the coming year, with special emphasis on projects in which public outreach is planned.

The five-year look ahead will help the Parties plan for coordinated service restructures in conjunction with the opening of future high-capacity transit services (e.g. Link, Sound Transit Bus Rapid Transit, and RapidRide).

If either Party has a significant route change of more than twenty-five percent (25%) of the total route service hours, the Party is obligated to communicate the change at least four months prior to the submission of Service Change Package #1. Significant route changes include new routes, route elimination, route truncation, route expansion, and route transfer to another operating entity.

7.3 Unpredicted Service Change

Scheduled service change dates are the preferred time to make changes in routes and schedules. Fare changes must be made at the beginning of a month due to the processes associated with pass sales. If a change is required at another time, the Parties will consult and determine the impacts on each agency. If either Party is implementing a service change that will have a significant impact on the existing operation of the other Party, at a date that does not coincide with a regularly scheduled service change, or on an accelerated schedule, the Party implementing the change will be responsible for any additional costs necessary to revise service, customer information, and facilities as required to implement the changes. These costs will be estimated and agreed upon by the Parties using the Task Order process described in Section 12.4 prior to any work being conducted.

7.4 Public Process

Sound Transit is primarily responsible for community outreach for Sound Transit Bus Service. Sound Transit and King County Metro will consult with each other in developing the design of the public process for upcoming service changes that involve both Sound Transit and King County Metro service, including the nature and content of community outreach materials to communicate information about the changes, and staffing for public events associated with the service changes. The Parties will agree to cost sharing for producing jointly-designed printed media before a project is started.

8.0 VEHICLE MAINTENANCE

8.1 Operations and Maintenance Compliance

King County Metro will ensure compliance with the following standards in providing ST Express Bus Service:

- a. All applicable local, state, and federal laws and regulations including but not limited to those of the:
 - Americans with Disabilities Act;
 - Federal Motor Vehicle Safety Standards;
 - Federal Environmental Protection Agency;
 - Washington State Department of Ecology; and
 - Federal Transit Administration;

- b. The manufacturer's recommended preventative maintenance program;
- c. Industry standard procedures; and
- d. The maintenance plan approved by the Parties.

8.2 Buses

Sound Transit will provide King County Metro with all buses, including spare buses that are necessary to operate the ST Express Bus Service. The exact number and type may be modified as necessary to provide optimal ST Express Bus Service. The Parties will negotiate and agree upon additional costs resulting from a change in fleet composition.

King County Metro will maintain the same components and configuration in the buses as originally purchased unless otherwise approved by Sound Transit. If changes are proposed by either Party, or mandated by regulation, changes to bus equipment and technology and resulting costs must be agreed to by both Parties.

8.3 Maintenance – Extent of Services

King County Metro will provide the management, technical, and mechanical services for the maintenance of Sound Transit bus equipment. Services provided by King County Metro will be consistent and in accordance with King County Metro's standard maintenance procedures. A copy of King County Metro maintenance plan and procedures will be provided to Sound Transit on an annual basis. King County Metro will use preventative maintenance intervals of 6,500 miles and uses the FTA's NTD standard metric of plus or minus ten percent (10%) for determining compliance. If the Parties agree to change the intervals or compliance ranges, King County Metro will document in the maintenance plan the name of the fleet management program, the new intervals used, and new compliance ranges. **Exhibit F5: Vehicle Maintenance** provides a format for reporting maintenance-related data.

The Parties will meet at least annually to discuss condition of the existing fleet and possible need for replacement buses over time. This discussion will include strategic level conversations regarding opportunities for coach standardization, and other efficiencies to reduce Sound Transit operations and maintenance costs.

Once buses reach the last year of their 12 year expected life, King County Metro will notify Sound Transit of work to be done and potential costs for major components replacements, if needed. Major components are items such as power train, dual power inverter module ("DPIM"), diesel particulate filter ("DPF"), and compressors. Major component repair, replacement, or repair on buses within their last year of expected life must be approved in advance by Sound Transit.

King County Metro will include in the monthly report (**Exhibit F5: Vehicle**

Maintenance) the number of engine and transmission replacements completed.

8.3.1 Warranty

King County Metro will complete and submit warranty claim requests and communicate directly with bus manufacturer's warranty department to resolve all warranty-related claims, inquires and payables. In the event fleet defect qualifying failures occur during the warranty period, King County Metro will, as Sound Transit's authorized agent, submit all written notifications to the bus manufacturer for the purpose of obtaining a resolution for said defects. Copies of the notifications will be submitted to Sound Transit.

King County Metro will process Sound Transit fleet warranty claims through its existing claim procedure and in accordance with the manufacturer's requirements. King County Metro will pursue warranty claims to the maximum extent of coverage. King County Metro will provide a monthly report detailing warranty claims to the Sound Transit Bus Operations Manager or designee in a form provided as **Exhibit F6: Warranty**.

If a bus manufacturer notifies Sound Transit of a disputed warranty claim made by King County Metro, Sound Transit will immediately notify King County Metro of the dispute and forward all notices to King County Metro for resolution between King County Metro and the manufacturer.

King County Metro will not knowingly take, or fail to take, any action that will void or diminish the effectiveness of the manufacturer's warranty for the buses.

8.3.2 Major Fleet Defects and Manufacturer Recalls

King County Metro will, as Sound Transit's authorized agent, be responsible to coordinate the resolution with the bus manufacturer and for managing the repair of the bus when a bus manufacturer issues a recall, a notice of safety issue, or in the event a major fleet defect is identified.

The repair may require a Task Order to complete (See Section 8.3.4 – Maintenance Initiatives). King County Metro and Sound Transit will review the nature of the defect and collaborate on potential solutions including options for meeting daily service requirements. The Parties must agree on the cost of the repairs before they are made. Sound Transit will be responsible for the cost of any repairs.

If any defects and repairs compromise the County's ability to meet daily service requirements, at its discretion, the County may use any of its ADA-compliant inactive fleet to meet the affected daily service requirements. However, if the County does not provide any or an adequate number of buses, then Sound Transit shall either relieve the County of the requirement to meet the affected daily service requirements or provide replacement buses.

8.3.3 Severely Damaged Buses

Sound Transit may choose to replace, rather than repair, a seriously damaged bus. When a bus is severely damaged, King County Metro will provide a detailed estimate of the repair cost and a recommendation as to whether it is more economical to replace than repair. Sound Transit will notify King County Metro within two weeks of its receipt of the estimate and recommendation as to whether it wants King County Metro to repair the bus.

8.3.4 Maintenance Initiatives

Sound Transit may request King County Metro to provide support for various fleet procurement and maintenance related initiatives. In addition, King County Metro may suggest an initiative that may benefit Sound Transit. The types of initiatives include, but are not limited to:

- new vehicle in-plant inspection services;
- post-delivery vehicle inspection;
- revenue vehicle service preparation;
- vehicle decommissioning;
- equipment retrofit;
- heavy repairs;
- major overhauls; and
- fleet-wide mechanical repairs and upgrades.

King County Metro may participate in any such initiatives and, if it elects to do so, will determine if personnel and/or equipment is available to support these requests. If such an initiative is pursued, the Task Order process described in Section 12.4 will be used to establish scope and cost.

8.4 Storage and Maintenance Facilities

King County Metro will provide storage and maintenance facilities for up to Sound Transit buses operated by King County Metro under this Agreement. For any number above 125 buses, the cost for storage and maintenance facilities will be determined by the Parties using the Task Order process described in Section 12.4.

8.5 Fuel/Lubricants, Tires, Parts, and Supplies

Except as otherwise provided in this Agreement, King County Metro will provide all materials and supplies necessary for the operation of the buses used for ST Express Bus Service. The costs of such materials and supplies will be borne by Sound Transit in accordance with Section 12. King County Metro will maintain stores of and provide fuel, lubricants, tires, repair parts, and supplies required for the orderly operation, maintenance, and repair of the buses. King County Metro will select parts, fuel, lubricants, tires, and other maintenance items based on manufacturer specifications or better. Proposed changes must be agreed upon by the Parties prior to implementation.

8.5.1 Fuel/Lubricants

King County Metro will supply all necessary lubricants and solvents. The quality must be equal to that used on King County Metro equipment. King County Metro will safely store and furnish fuel and lubricants for the operation of the buses, in accordance with applicable laws.

King County Metro will report quantity and price of fuel and fluids as shown in **Exhibit F5: Vehicle Maintenance** and in reports as requested (See **Exhibit F1: Reports and Documents**).

8.5.2 Tires

King County Metro will provide and maintain all bus wheels and tires.

8.5.3 Parts and Supplies

King County Metro will supply all parts and supplies needed to maintain or repair the buses.

If buses being decommissioned are the last of a manufacturer's make and/or model, the Sound Transit Bus Operations Manager or designee will meet with King County Metro staff and agree upon the type, number, and value of the spare parts being decommissioned and the cost for King County Metro's work under this Section 8.5.3. Once the quantity and value of obsolete parts have been identified and agreed upon, Sound Transit will determine the best and most appropriate way to dispose of the obsolete parts.

8.6 Cleaning

King County Metro will clean buses with the frequency and in the manner specified in **Exhibit H: Bus Cleaning Matrix**.

8.7 Equipment Return

Should King County Metro return to Sound Transit any bus or equipment for any reason, such property will be returned in the same operational condition as when delivered to King County Metro, normal wear and tear excepted.

8.8 Bus Logs and Files

In addition to any requirements set forth in Section 3.2 or Section 6.5, King County Metro will maintain accurate, written and/or electronic records of repairs made to each bus. These records will detail the bus number, date of repair, detailed description of the complaint and/or repair, materials required to perform the repair, and mileage at the time of the repair. If King County Metro keeps records in hard copy, the records will be filed by coach number and by chronological order. With the exception of documents that are privileged, exempt or otherwise protected from disclosure, King County Metro will make these records available to Sound Transit on request. In addition, King County Metro will

maintain separate records showing the periods during which each bus has been out of service for repairs. With the exception of privileged documents or documents otherwise protected from disclosure, King County Metro will make these records available to Sound Transit upon request including on-site read access to fleet management system electronic files via AssetWorks M5 Fleet Focus Fleet Management Program, or its successor system.

9.0 OPERATIONS

9.1 Operation – Extent of Services

King County Metro will manage all aspects of the street operation of the ST Express Bus Service including service quality, communications, security and safety. King County Metro will provide operators, first line supervisors, management, and administrative personnel, as well as any other resources required to operate ST Express Bus Service. Service provided by King County Metro will be consistent and in accordance with King County Metro's standard operating procedures including emergency procedures, unless otherwise stated in this Agreement or in **Sound Transit's ST Express Policies and Procedures** as adopted; see **Exhibit J** for a copy in effect on the date of this Agreement. Copies of King County Metro's applicable procedures will be provided to Sound Transit annually, with updates provided as necessary.

9.1.1 Cross-Use of Fleet

The Parties expect that there will be circumstances under which King County Metro will need to use its own buses to provide ST Express Bus Service. The Parties also expect that there will be circumstances under which King County Metro may need to use Sound Transit-owned buses to provide its bus service. However, the cross-use of fleets is expected to be infrequent, for a short-term and only when necessary. Under such circumstances, King County Metro may use its equipment to operate ST Express Bus Service and King County Metro may use Sound Transit's buses to operate King County Metro's service. King County Metro will note monthly any cross-use in **Exhibit F11: Cross-Use of Fleet**.

If, in the opinion of either Party, the cross-use of fleet becomes more frequent than intended by this Section 9.1.1, the Parties will meet to discuss the reasons for the cross-use and will agree upon a course of action to minimize cross-use.

The Parties are allowed to cross-use the buses only if such use of each other's buses does not adversely impact the bus service of the Party providing the buses for cross-use. Cross-use of buses purchased with federal funding may only be used in conformance with FTA restrictions and regulations.

9.2 Service Disruptions

9.2.1 Inability to Perform Bus Service

If there is a shortage of available buses or operators, or if any other reason prevents King County Metro from performing any schedule or route on any day, King County Metro will notify Sound Transit's Bus Operations Manager or designee as soon as practical. Notification will be made in person or by telephone and email.

9.2.2 Response to Road Failures

In order to ensure safe, reliable, and high quality service, King County Metro will respond to road failures in accordance with its standard operating procedures and practices. Road failures will be reported monthly using **Exhibit F5: Vehicle Maintenance**.

9.2.3 Re-route Notification

Sound Transit recognizes that, due to emergency, temporary situations, and in some cases long-term service disruptions, alternative routing may be necessary. King County Metro will notify the Sound Transit's Bus Operations Manager or designee as soon as possible about the cause of disruption and the duration and description of any significant re-routes.

9.2.4 Emergency Notification

King County Metro will notify immediately (within 30 minutes) in person, by telephone or email, Sound Transit's Bus Operations Manager or designee of any emergency operations, or any accidents or incidents that result in death, serious injury, or major disruptions of service. Notice must be given according to **Sound Transit's ST Express Policies and Procedures** as adopted; see **Exhibit J** for a copy in effect on the date of this Agreement.

A Service Supervisor Response Report detailing a High Priority Emergency must be submitted to Sound Transit's Bus Operations Manager by the end of the next business day. Sound Transit staff will review the report and participate in incident follow up. A final incident report must be sent to Sound Transit. Sound Transit will approve the report within seven days from the date it is deemed adequate.

King County Metro will document all Low Priority Incidents in the daily reports (Section 6.5.3).

9.3 Service Delivery

King County Metro is responsible for managing the workforce and operating service so that ST Express Bus Service is delivered to the customers in a safe, reliable, cost-effective and courteous manner as follows:

- a. King County Metro will maintain adequate field supervision to monitor the daily operation of the ST Express Bus Service any time revenue service is being performed. Upon request, King County Metro will provide Sound Transit with a shift schedule and coverage area.

- b. King County Metro will provide a sufficient number of trained operators to ensure that the ST Express Bus Service is operated in accordance with this Agreement.
- c. King County Metro will provide accident and incident investigation/management for safety, security, employee, and customer issues. Information on preventable accidents will be provided monthly in the format provided in **Exhibit F2: Preventable Accident Rate by Route**. Accident detail will be provided monthly using the format in **Exhibit F3: Accident Detail**.
- d. King County Metro will provide emergency management and response, including adverse weather planning.

9.4 Short-term, Additional Service

King County Metro may also be requested to perform the following types of short-term additional service:

9.4.1 Special Service

- a. Special Service is service that is foreseen or unforeseen and which operates off-route of any publicized service. King County Metro, at its discretion and to the extent its resources will allow, will operate Sound Transit buses for Special Service when requested. The services will include buses, operators and other appropriate personnel. Compensation will be based on the rate noted in Section 12.2.
- b. Sound Transit is not obligated to use King County Metro for special service and may use other entities or third-party contractors for this purpose.
- c. For Sounder bus bridges, when passengers must be moved from train to bus or bus to train, Sound Transit will be responsible for directing its customers to the bus or train service.
- d. Sound Transit acknowledges that some training for King County Metro personnel may be necessary in order to provide bridging service to support Sounder Commuter Rail. Sound Transit will pay for the cost of specialized training it approves.

9.4.2 Extra Service

Extra Service is service that is in addition to regular service and operates on a route published in Sound Transit's Ride the Wave Transit Guide or other Sound Transit bus schedule. Extra Service may be necessary due to non-emergency service disruptions or passenger overloads. Compensation will be at the "Extra Service Rate" as defined in Section 12.2.

- a. Extra Service Initiated by King County Metro

King County Metro may add Extra Service when needed on regular ST Express Bus Service routes in two circumstances:

- if a high passenger load is anticipated with sufficient time to seek Sound Transit's approval, King County Metro may contact Sound Transit to propose additional service on established, publicized routes, and
- if King County Metro identifies an unexpectedly high passenger overload situation or a gap in service, King County Metro may add additional service without the approval of Sound Transit.

If the Extra Service is expected to operate for more than one day, King County Metro's Contract Services Manager or designee will request approval from Sound Transit's Bus Operations Manager or designee, who may verbally approve continuation of Extra Service.

b. Extra Service Initiated by Sound Transit

Sound Transit may request Extra Service, through King County Metro's Contract Services Manager, on regular ST Express Bus Service routes that are included in Service Change Packages To the extent its resources will allow, and at its discretion, King County Metro will operate these services when requested by Sound Transit, provided that Sound Transit notifies King County Metro of the trips to be operated at least five days before the date of the requested Extra Service. King County Metro will respond to the Bus Operations Manager or designee to confirm that service will be implemented.

9.5 Revenue Processing

King County Metro is responsible for collecting and processing Sound Transit cash fare and non-electronic fare media revenue for the operation of ST Express Bus Service. Cash revenue and paper ticket use will be measured by the fare box or other fare collection equipment, not separately collected and counted except for auditing purposes. King County Metro will submit fare revenue and boarding information at a route level resulting from rider use of non-electronic fare media valid on ST Express Bus Service to Sound Transit within 40 days of month-end for the month of service provided. Sound Transit and King County Metro may also enter into a separate agreement for direct sales by King County Metro of non-electronic Sound Transit fare media to customers, with sales revenue provided to Sound Transit.

Sound Transit may audit farebox and ridership reports to verify accuracy of data reported by King County Metro against separately measured counts performed by Sound Transit.

Sound Transit will be liable for all taxes due on the fare revenue King County Metro has collected and provided to Sound Transit in relation to the services provided under this Agreement.

10.0 CUSTOMER SERVICES, MARKETING AND MEDIA RELATIONS

King County Metro will provide the necessary management, training, automated information, and telecommunications services to provide customer services and distribute products for ST Express Bus Service. Sound Transit will ensure that current information and products are available to King County Metro. The Parties may choose to coordinate and, at times, work jointly in marketing, advertising, employer communication, route promotion, and special services. Those customer services, communications, and marketing duties and responsibilities not specifically described below are the responsibility of Sound Transit.

10.1 Customer Services

10.1.1 Information and Products

Sound Transit's ST Express Policies and Procedures as approved by the TIG Steering Committee provide the framework for customer services provided by King County Metro. A copy of these policies in effect on the date of this Agreement is provided in **Exhibit J**.

a. Schedule Information and Trip Planning

King County Metro will provide ST Express Bus Service schedule information and trip planning using customer service representatives and automated systems in the same manner provided for King County Metro services during the standard hours of service.

Sound Transit will review and approve of King County Metro's online and print material containing Sound Transit service information. King County Metro will review and approve Sound Transit's online and print material containing King County Metro service.

b. Electronic Information

King County Metro will provide ST Express Bus Service online schedule and service information by way of a link to the Sound Transit website. Sound Transit will provide a link to King County Metro's website.

Sound Transit will provide King County Metro with Sounder and Link schedules for the regional automated trip planning database.

King County Metro and Sound Transit will add or modify current schedule data, and add it to appropriate trip planning databases as changes are made and share such changes with the other Party.

c. Fare Media Services

King County Metro is responsible for selling all bus fare media used by Sound Transit. King County Metro will sell and distribute regional passes

and other fare media in accordance with the terms of the "Interlocal Cooperation Agreement for Implementation, Operation and Maintenance of the ORCA System" and other regional fare media and revenue agreements entered into by King County Metro with Sound Transit.

d. Printed Customer Information Distribution

King County Metro will store and distribute Sound Transit service information, rider alerts, and marketing materials at agreed upon locations in the normal course of business.

e. Customer Service Updates

The Parties will update each other's customer service staff or other staff, regarding its service and facility changes.

f. Ad-hoc Information

King County Metro will send emergency, detour, and service interruption information to Customer Service E-mail with a copy to the ST Express Duty Officer in electronic format and will include, at a minimum, the stops missed, the stops added and the duration of the service impact. Specific procedures have been created for adverse weather conditions. See **Exhibit J** for the ST Express Policies and Procedures, in particular, Operations items 4 and 5 in effect on the date of this Agreement.

10.2 Customer Communication

10.2.1 Customer Comments, Complaints & Commendations

King County Metro will collect and report customer comments for King County Metro-operated ST Express Bus Service using categories similar to the format and manner attached as **Exhibit E4: Customer Service Comments**.

10.2.2 Lost and Found Services

King County Metro will provide lost and found services for King County Metro operated ST Express Bus Service in the same manner and during the same hours as King County Metro provides for its services and in accordance with the operating procedures listed in Sound Transit's ST Express Policies and Procedures, as amended, or as otherwise agreed by the Parties.

10.2.3 Changeable Information

The changeable information addressed in this Section 10.2.3 is information (not hardware) that is changed frequently, usually on a service change or shorter basis, like rider alerts. Permanent signage is addressed in Section 11. As needed, staff members of King County Metro and Sound Transit will review and reach consensus on a matrix of tasks

outlining specific responsibilities related to signage. This consensus will be documented in a matrix entitled "Multi-Agency Signage Responsibilities: Service Change Related Schedules and Signage." This document will be kept current by both Parties. Because the information and the Parties' needs are dynamic, this document will be maintained separately from this Agreement. Both Parties acknowledge its existence and its intention to create a coordinated, practical, and flexible assignment of tasks. A sample of this matrix document is provided in **Exhibit K**.

As a general rule and unless otherwise specifically agreed to in writing, King County Metro will design, produce, and install on-street stop and stop-specific information within King County. In some instances, King County Metro may install changeable information produced by another transit agency.

As a general rule and unless otherwise specifically agreed to in writing, for in-facility changeable information:

- Rider alerts (i.e., temporary signage) will be installed and removed by the Party identifying the need for the Rider Alert. For example, if Sound Transit needs to modify bus departure times at the facility, Sound Transit will install Rider Alert. If King County Metro needs to change bay assignments, then King County Metro will install and remove Rider Alerts.
- Variable message signs that are part of the on-board bus systems will be programmed by King County Metro as are all variable message signs owned by King County Metro.
- Variable message signs owned by Sound Transit and not part of the on-board systems will be programmed by Sound Transit.
- Variable message signs owned by King County Metro and not part of the on-board systems will be programmed by King County Metro.

10.3 Marketing

Sound Transit will market and advertise ST Express Bus Service. King County Metro will include marketing materials about Sound Transit provided by Sound Transit where it is geographically appropriate. The Parties may collaborate on marketing and advertising and information sharing.

If King County Metro includes references to Sound Transit services in any written or electronic communications or marketing materials (including online schedule information) King County Metro will clearly designate the services or facilities as being provided by Sound Transit and include the Sound Transit logo where feasible.

If Sound Transit includes references to King County Metro services in any written or electronic communications or marketing materials (including online schedule

information), Sound Transit will clearly designate the services or facilities as being provided by King County Metro and include the King County Metro logo where feasible.

10.3.1 Outreach

a. Printed Customer Information Materials

King County Metro may include Sound Transit information in King County Metro's rider materials. When Sound Transit service is mentioned, Sound Transit will be clearly identified as the service provider. Materials produced will follow Sound Transit's naming conventions and review process in accordance with the Sound Transit's ST Express Policies and Procedures as adopted; see **Exhibit J**, in particular, Customer Service Section 7 in effect on the date of this Agreement and the "Sound Transit Editorial and Style Guide."

b. Community Outreach

King County Metro will include information about Sound Transit service and safety in their community (i.e., employer, school) outreach program where geographically appropriate.

c. Surveys

The Parties may choose to collaborate on customer surveys and share information as appropriate.

10.3.2 Transit Advertising on Sound Transit Vehicles

Sound Transit retains rights to sell and install advertising on all of its vehicles operated or maintained by King County Metro (including vehicles used for non-emergency ST Express Bus Service that Sound Transit may lease from King County Metro, provided that such leased vehicles display Sound Transit livery or are otherwise identified as vehicles providing ST Express Bus Service). King County Metro will help Sound Transit's advertising contractor with Sound Transit-related advertising tasks, including advertising frame removal and mounting, washing, and transporting vehicles to and from installation locations upon reasonable notice and at times that least interfere with King County Metro's ongoing maintenance functions. King County Metro will make reasonable efforts to ensure that its advertising contracts do not include King County Metro vehicles used by Sound Transit in ST Express Bus Service except for emergency purposes.

Any labor charges related to maintaining Sound Transit advertising and moving vehicles for advertising installation will be covered by this Agreement.

10.3.3 Media Relations

Except as otherwise provided, Sound Transit will communicate with the media regarding ST Express Bus Service. King County Metro will contact Sound Transit regarding all media requests and inquiries related to ST Express Bus Service. In that instance, the Parties will collaborate on the response and on which organization will respond.

ST Express Bus Service special or event service information, including media advisories and press releases, will be coordinated between King County Metro's Public Relations Officer and Sound Transit's Public Information Officer.

11.0 MAINTENANCE AND OPERATIONS OF FACILITIES

11.1 Passenger Facilities Use and Maintenance

Both Parties own facilities within the service area covered by this Agreement. With the exception of the Downtown Seattle Transit Tunnel ("DSTT"), which is subject to a separate agreement, the operations, maintenance (including repairs, inspections, updates and cleaning) and permanent signage are the responsibility of the Party that owns the facility. Generally, each Party may operate its bus service in and out of the other Party's park-and-ride lots, transit centers, and other passenger facilities without cost; provided, however, that there may be cases where the Parties agree to an exception and negotiate shared costs. The Good Neighbor Policy, attached as **Exhibit L: Good Neighbor Policy**, is the defining document for this Section 11.1.

11.2 Permanent Signage

Permanent signage are the signs and hardware intended to remain in place unchanged for long periods of time. Changeable signs and information are addressed in Section 10.2.3. Unless agreed upon in writing otherwise, permanent signage located on property is the responsibility of the owner agency.

For those joint-use facilities that utilize the Regional Signage Program, the regional graphic standards will apply. When the Regional Signage Program and the Tactile Way-finding Standards are utilized, both Parties will be recognized at the facility. References to Sound Transit in signage must adhere to the Style Guide in the current "Customer Signage Design Manual" (a Sound Transit document).

In all cases, either Sound Transit or King County Metro may install sign media (see Section 10.2.3).

11.3 Maintenance

11.3.1 Maintenance of Facilities

Under separate agreement, King County Metro may provide operations and maintenance including repairs and cleaning services at Sound Transit facilities on a facility-by-facility basis.

11.3.2 Maintenance of Signage

To determine who is responsible for maintenance where maintenance is understood to include repair to damaged hardware, cleaning, and graffiti removal:

- If Sound Transit owns the facility and if Sound Transit owns the sign, then Sound Transit repairs, cleans and inspects the sign and sign hardware.
- If Sound Transit owns the facility and if King County Metro owns the sign, then King County Metro repairs, cleans and inspects the sign and sign hardware.
- If King County Metro or the State owns the facility and Sound Transit owns the sign, Sound Transit repairs, cleans and inspects the sign and sign hardware.

Sound Transit will provide up to twice-yearly cleaning and maintenance of the regional signage system hardware that is in Sound Transit's facilities. Sound Transit will manage graffiti removal as reported by King County Metro.

12.0 FINANCIAL AUTHORIZATION, COMPENSATION AND PAYMENT

This Section 12.0 sets forward the annual financial authorization for service, basis and methods for compensation and invoicing and the annual close out reconciliation of costs and other financial reporting requirements for NTD between Sound Transit and King County Metro, as defined in the respective sections as follows:

- Baseline Cost;
- Extra Service and Special Service;
- Catastrophic Event Service;
- Task Orders;
- Periodic Reviews;
- Monthly Invoice and Payment;
- End of Year Requirements and Closeout Reconciliation; and
- Taxes and Fees.

King County Metro will maintain financial books, records, documents and other evidence directly pertinent to the performance of the work under this Agreement in accordance with Generally Accepted Accounting Principles ("GAAP").

If there is a conflict between this Agreement and any more specific agreements between the Parties, the more specific agreements control.

12.1 Baseline Cost

12.1.1 Composition of Baseline

Baseline Cost is the estimated annual cost of King County Metro's provision of the planned level of service, as agreed to by Sound Transit and King County Metro for the Baseline Cost Submittal in Section 12.1.3, and scope of services identified in this Agreement.

Any services that require separate cost submittals and are addressed in separate agreements between Sound Transit and King County Metro will be excluded from the Baseline Cost for ST Express Bus Service.

Baseline Cost includes these main categories:

- Operating expense allocated through the Cost Allocation Model defined in section 12.1.2; and
- Proportional depreciation expense for specific assets at East Base and transit-wide Equipment and Software/Technology assets.

12.1.2 Cost Allocation Model (CAM)

The Baseline Cost will be based on the ST Express Bus Service Fully-Allocated Operating Expense, which is defined as the allocations of cost to ST Express Bus Service from cost pools that include the cost of other services provided by King County Metro. King County Metro's current practice is to allocate costs to ST Express Bus Service and to other King County Metro services by a cost allocation model ("CAM"); however, estimated costs are based on a simulation of the CAM. Sound Transit acknowledges that the year-end CAM and budgeting CAM are not reconcilable. The amounts billed to Sound Transit are not intended to represent a time and materials calculation of cost; rather, they are blended costs that are allocated in a way to apportion costs in a reasonable manner.

a. Cost Pool Descriptions

The CAM uses a set of cost pools that are pooled groups of similar functional expenditures. King County Metro maintains a Cost Pool Descriptions document that will be updated on an annual basis and provided to Sound Transit for its review. King County Metro will provide more detailed descriptions of the cost pools when requested by Sound Transit.

b. Allocation Variables

Allocation Variables represent the methodology used to allocate the cost pool expenditures out to King County Metro services, including ST Express Bus Service. Allocation variables descriptions will be updated in the CAM on an annual basis and provided to Sound Transit for its review. King County Metro will provide more detailed descriptions of the Allocation variables when requested by Sound

Transit. When possible, allocation variables will represent direct metrics that can be uniquely attributed to supporting Sound Transit maintenance and operations, such as platform hours or mechanic work hours.

c. CAM Process Document

The CAM process will be further defined in a detailed CAM Process Document that will be updated to reflect any process changes by King County Metro and reviewed by Sound Transit on an annual basis. The intent of this document is to provide information on the CAM process that can be used as a reference tool for training and education by both King County Metro and Sound Transit.

d. ST Request for Information

Sound Transit can request, and King County Metro will provide in a timely manner, detailed backup data to review and validate allocation variables and cost pool information during the annual reconciliation process. Sound Transit and King County Metro will work together to determine a reasonable time frame to deliver the information and that time frame will be communicated and documented via e-mail.

e. Cost Pool Exemptions

The following cost pools will not be charged to Sound Transit Express Bus Service:

- AD GM GM: KCM General Manager's Office
- FM PF PFAC: Passenger Facilities Maintenance
- AD SD RF: Transit Route Facilities Development & Admin
- AD OH P2 KC: General Government Overhead (except for the Office of Performance Strategy and Budget).

f. Allocated Expense Caps

King County Metro will cap at 6.3% the total annual expense charged to Sound Transit for the sum of cost pools AD OH P2, AD OH P2 KC and AD OH FTE. The AD OH P2 cost pool includes the Business Resource Center, Finance & Business Operations Division, and General Fund Personnel, which includes components such as the KC Human Resources Division and KC Labor Relations. The AD OH P2 KC cost pool will only include the Office of Performance Strategy and Budget expense for this agreement. The AD OH FTE cost pool represents the King County Information Technology division. The calculation for the 6.3% cap is based on the ST Express Bus Service fully-allocated operating expense as defined in Section 12.1.2., less charges from AD OH P2, AD OH P2 KC and AD OH FTE.

Calculation:

$$\frac{(\text{AD OH P2} + \text{AD OH P2 KC (Office of Performance Strategy and Budget only)} + \text{AD OH FTE})}{(\text{ST Express Bus Service Fully-Allocated Operating Expense} - (\text{AD OH P2} + \text{AD OH P2 KC} + \text{AD OH FTE}))} \leq 6.3\%$$

12.1.3 Baseline Cost Submittal

King County Metro will submit an annual cost for baseline service in the upcoming year and will provide a unit cost per Platform Hour for the service. The unit cost per platform hour is the annual Baseline Cost divided by the total planned Platform Hours.

a. Submittal Timeline

No later than October 31, King County Metro will provide its Baseline Cost estimate for the upcoming year and the CAM, including allocation methodology, to Sound Transit. Sound Transit will review and provide comments to King County Metro on the Baseline Cost estimate and the CAM by November 10. The Parties will agree by December 15 upon a Baseline Cost for the upcoming year. These deadlines can be extended by email agreement between both King County Metro and Sound Transit.

Sound Transit will provide a cost submittal letter to be countersigned by King County Metro (the "Cost Submittal Letter"). The Cost Submittal Letter will include as an attachment a rate setting document substantially in the form of **Exhibit G1: Rate Setting**.

b. Format

The rate setting format is substantially that of the NTD Form F30 and these expense objects and functions will be consistent with the NTD definitions as detailed in the attached **Exhibit G1: Rate Setting**. The costs used to develop the rate will be generated using the estimated budget for King County Metro, operating statistics for both Parties, and the cost allocation model as described in Section 12.1.2 above.

c. Baseline Cost Submittal Documentation

Using King County Metro's annual allocation of the biennial budget and estimations of inputs to the allocation variables, King County Metro will estimate the total costs allocated to Sound Transit based on the agreed upon methodology in Section 12.1.2.

King County Metro will provide the cost assumptions and supporting documentation for Baseline Cost, including, the CAM and CAM components such as cost pools, estimated annual totals for each cost pool and the allocation variable applied for each cost pool.

12.1.4 Interim Changes to Baseline Cost

Either Party may propose a change to the Baseline Cost during the year via email. King County Metro may propose interim changes to the annual approved Baseline Cost to Sound Transit in a timely fashion and will provide opportunity to meet and discuss the changes as requested by Sound Transit. Interim changes to the Baseline Cost must be approved by Sound Transit's Executive Director of Operations and King County Metro's Assistant General Manager for Finance and Administration in writing. Any changes to Baseline Cost will also be documented in Sound Transit's CAM review file during the annual reconciliation process described in Section 12.7.2.

12.2 Extra Service and Special Service

Section 9.4 (Short Term, Additional Service) describes the operational aspects of Extra and Special Service. Annually, with the Baseline Cost submittal (Section 12.1.3), King County Metro will submit a marginal rate per platform hour for Extra Service and Special Services as part of **Exhibit G1: Rate Setting**. The marginal rates will be included in the Cost Submittal Letter.

12.3 Catastrophic Event Service

The Parties acknowledge that there may be one-time costs for emergencies. The Parties will meet and King County Metro will provide written documentation of one-time cost emergencies for Sound Transit's review and approval, which approval will not be unreasonably withheld.

Within three days of the onset of an emergency, King County Metro will, to the extent possible, provide Sound Transit with an initial written description of the work, a proposed timeline for completing the work, and an estimated cost for the work. King County Metro will amend this estimate weekly until all costs of the emergency are reasonably known. Sound Transit will pay for all costs of the emergency. In the event the costs attributable to Sound Transit cannot be separately identified, King County Metro will identify the total cost of the emergency to all involved parties and describe its method for prorating the Sound Transit share of the cost.

12.4 Task Orders

Sound Transit may request King County Metro to perform tasks beyond the scope specifically provided in this Agreement. King County Metro will, at its discretion, determine if the work is appropriate and practical to be performed by King County Metro or whether the work could be contracted to another service provider. In addition, King County Metro may suggest initiatives that may benefit Sound Transit.

Sound Transit will provide a written Task Order (**Exhibit O: ST Express Bus Operations Task Order**) including a scope of work to King County Metro. King County Metro will review the initiative in detail and develop a cost estimate to

perform the work (including parts, labor, travel, lodging, materials, etc.). The cost of such work will be initially determined by King County Metro and provided in written format by modifying the proposed Task Order with additional documentation when available. Sound Transit will review the cost estimate and award the work to King County Metro or to another party that Sound Transit determines to be in its best interest. Sound Transit is not obligated to award this work to King County Metro.

In each Task Order, Sound Transit will set a percentage or dollar amount from which the estimate may change without further action. King County Metro will notify Sound Transit's Bus Operations Manager if the cost of work increases beyond the percentage or dollar amount and King County Metro must secure Sound Transit's Bus Operation Manager's pre-authorization and written approval to proceed with the work.

Compensation for additional work which is deemed an additional operational (as opposed to capital) expense (as noted in the Task Order) will be added to the monthly invoice as a separate line item. Compensation for additional work which is deemed capital expense will be invoiced separately. Documentation of work accomplished and actual costs must be provided. (See **Exhibit G2: Monthly Invoice Summary.**)

12.5 Periodic Review of Financial Performance

The Parties will meet annually to review the previous year's financial performance of ST Express Bus Service. The purpose of this meeting is to identify cost drivers, issues and trends that may impact future planning. Representatives from ST Express operations, vehicle maintenance, facilities, safety, security and finance will be invited to attend. This review will take place sometime after May 1 of each year in order to allow for the Closeout Reconciliation described in Section 12.7 unless the parties mutually agree to cancel the meeting.

Throughout the operating year, King County Metro will inform Sound Transit of significant risks or opportunities that could impact the actual versus budget performance of King County Metro services or could affect the ST Express Bus Service expense allocation. Either Party may request a meeting to discuss possible actual versus budget impacts at any time.

12.6 Invoices and Payment

12.6.1 Monthly Invoices

King County Metro will invoice Sound Transit monthly using the format attached as **Exhibit G2: Monthly Invoice Summary**, after having submitted the Monthly Report (Section 6.5.1) and no later than the 25th of the following month, for all services provided as follows:

a. Standard Invoice:

Baseline Cost will be invoiced as one-twelfth of the annual Baseline

Cost for the current year.

Task Orders with operating expenses will be a separate line item and be supported with complete documentation.

Extra Service will be billed on the number of platform hours of Extra Service operated in the month times the appropriate rate as identified in **Exhibit G1: Rate Setting**.

b. Additional Invoices:

- King County Metro will bill Special Service quarterly and separately from all other expenses at the appropriate rate as identified in **Exhibit G1: Rate Setting**. King County Metro will provide documentation as to the service provided, platform hours and miles driven, estimated passengers carried and the cost of the service. Sounder Backup service will be identified separately from other Special Service.
- Task Orders with capital expenses will be a separate line item and be supported with complete documentation.

12.6.2 Payment

Upon submission of a properly supported and complete invoice, Sound Transit will pay invoices within 30 days of receipt. An invoice will be considered complete only when all monthly information is provided as required in Section 6.5.1.

King County Metro will send invoices to:

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

or send to accountspayable@soundtransit.org.

If Sound Transit disputes the charges, documentation, or completeness of an invoice, Sound Transit will notice such objections to King County Metro in writing within 20 days after receipt of the invoice. Any such dispute must be reconciled and if changes are necessary a new invoice issued and documentation of cancellation of the original invoice provided. Any such dispute will be subject to the dispute resolution procedures as set forth in this Agreement. Notwithstanding this paragraph, Sound Transit's right to dispute charges or audit is not prejudiced.

12.7 End of Year Requirements and Closeout Reconciliation

12.7.1 General

In accordance with Section 2.1.2 NTD Reporting, King County Metro will submit a compilation of all service and other operating data no later than February 28. King County Metro and Sound Transit will also complete a preliminary financial annual reconciliation of all reported NTD data no later than March 31 so that both Parties are able to submit their data on or before April 30 of each year for the prior year's costs. Furthermore, all financial reconciling items are to be prepared on an accrual basis to be included as part of the year-end reporting close and mutually agreed upon with adequate supporting documentation no later than March 31.

If any 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 Party, will be reflected in the next fiscal period. Sound Transit's Director of Accounting and King County Metro's Finance Manager of Enterprise Operations respectively will review such determinations on a case-by-case basis and reach a mutual agreement on disposition.

12.7.2 Documentation

During the end of year financial closeout, King County Metro will provide its CAM output spreadsheet (as of December 31) including cost pools and allocation variables and operating statistics for the previous calendar year. The CAM cost pools are used to develop the NTD reports for King County (as well as Sound Transit). The CAM cost pools are reconciled to King County Metro's financial records. The NTD data is reconciled to King County Metro's audited financial statements during the Agreed Upon Audit Procedure ("AUP") work associated with the NTD submittal. Sound Transit will rely on these AUP of the NTD data to document the allocation of the cost pools to both Sound Transit and King County Metro modes of service.

12.7.3 Settlement

Upon agreement of the Parties regarding the cost allocation process, the total costs reported by King County Metro for the prior year service will be compared to the total payments made by Sound Transit during the year. The difference between the total allocated cost and the actual payments made during the year will result in a reconciling amount.

The settlement of the annual reconciliation will be made by separate invoice.

12.8 Taxes and Fees

Sound Transit is responsible for all federal, state and local taxes, assessment and fees that are required to be paid by Sound Transit or the County in connection with the provision of ST Express Bus Service ~~under this Agreement~~. The County will include in its invoices to Sound Transit all taxes and fees that the County is obligated to pay related to the services provided under this Agreement.

The services provided under this Agreement are not currently considered a retail sale and therefore Sound Transit's payments under this Agreement are exempt from Washington State sales and use tax. If state tax law changes and these charges become a taxable retail sale, then Sound Transit will pay the required Washington State sales and use taxes.

Sound Transit will defend, indemnify and hold harmless the County from and against any tax liability, including any tax liability that may arise due to incorrect determination or calculation of any taxes owed by the County under this Agreement. This requirement would not apply if the County were to collect a required tax but fail to remit the tax to the applicable taxing authority. In the event of a tax dispute, the County will provide, with the exception of documents that are privileged, exempt or otherwise protected from disclosure, any relevant documentation as may be reasonably requested by Sound Transit.

13.0 DISPUTE RESOLUTION

In the event of any dispute concerning this Agreement, the designated representatives for Sound Transit and King County Metro, as defined in **Exhibit C: Designated Representatives**, will confer to resolve the dispute. The designated representatives will use their best efforts and exercise good faith to resolve disputes and issues arising out of or related to this Agreement.

In the event the designated representatives are unable to resolve the dispute, the Joint Leadership Team will confer and exercise good faith to resolve the dispute.

In the event the Joint Leadership Team are unable to resolve the dispute, the Executive Director of Operations or designee for Sound Transit and the Mobility Division Director for King County Metro will confer and exercise good faith to resolve the dispute.

In the event the Executive Director of Operations for Sound Transit or designee and the Mobility Division Director for King County Metro are unable to resolve the dispute, the Chief Executive Officer for Sound Transit and the King County Metro General Manager will engage in good faith negotiations to resolve the dispute.

In the event the Chief Executive Officer for Sound Transit and the King County Metro General Manager are unable to resolve the dispute, the Parties may submit the matter to a mutually agreed upon non-binding mediator. The Parties will share equally in the cost of the mediator.

Sound Transit and King County Metro may not seek relief in a court of law until and unless each of these procedural steps is exhausted.

14.0 INSURANCE AND RISK MANAGEMENT PROGRAM

King County Metro will provide insurance coverage during the entire term of this Agreement as set forth in **Exhibit M: Insurance and Risk Management Program**.

15.0 INDEMNIFICATION AND DEFENSE

15.1 General Indemnity

To the maximum extent permitted by law, each Party will defend, indemnify, and hold harmless the other Party and all of its officials, employees, principals, and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property ("Claims"), which arise out of, are connected with, or are due to the negligent acts or omissions of the indemnifying Party, its contractors, and/or employees, agents, and representatives in performing its obligations under this Agreement. Each Party's obligation under this Section 15 applies only to the extent of the negligence of that Party or its contractors, employees, agents, or representatives.

Each of the Parties agrees that its obligations under this Section 15.1 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, 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.

In the event either Party incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this Section against the other Party, all such fees, costs, and expenses will be recoverable by the prevailing Party.

The cost of financing the risk of loss associated with the County's activities under this Agreement, including defense and indemnification of Sound Transit under this Section, will be included in the calculation of the Baseline Cost.

15.2 Labor Indemnity

Except when caused by the default under this Agreement by King County Metro or as a result of a termination for convenience by King County Metro, Sound Transit will defend, indemnify, and hold harmless King County Metro and its officials, employees, and agents against any and all claims, demands, suits, actions, damages or liability (collectively "Claims") for labor protections provided to transit employees within Sound Transit's service area under 49 U.S.C. §5333(b) that are based upon the Agreement Pursuant to Section 13(c) of the Federal Transit Act", dated February 29, 1996 and as amended March 30, 1999 ("Sound Transit's 13(c) Agreement or arise out of, are connected to, or are materially related to the commencement, operation, modification, or termination of the ST Express Bus Service that is the subject of this Agreement. Sound Transit's obligation applies whether the claim is brought against Sound Transit under a Sound Transit 13(c) agreement or against King County Metro under a King County Metro 13(c) agreement, or against both. Sound Transit will have complete control over any such claim or action, including, but not limited to, the right to defend, contest, or settle the claim or action. King County Metro will cooperate fully with Sound Transit in the handling of any such claim or action.

15.3 Labor Compliance

As a condition of Sound Transit's receipt of federal grant funds to acquire capital assets in connection with this Agreement, Sound Transit and various locals of the

Amalgamated Transit Union representing transit employees in the Sound Transit service area have entered into Sound Transit's 13(c) Agreement. With respect to King County Metro employees covered by Sound Transit's 13(c) Agreement, King County Metro will comply with the terms of Sound Transit's 13(c) Agreement in the provision of ST Express Bus Service. If compliance requires King County Metro to incur additional costs above its own 13(c) compliance obligations, Sound Transit will reimburse King County Metro the actual and reasonable additional costs that are not already included in the rates paid under this Agreement.

15.4 Survival

The provisions of this Section 15 will survive any expiration or termination of this Agreement.

16.0 EXCUSE FROM PERFORMANCE

The Parties will be temporarily excused from performing all or part of its respective obligations under this Agreement if it is prevented from performing by reason of fire, flood, earthquake, storm, natural disasters, strikes, lockouts, labor disputes, explosion, war, insurrection, terrorism, riots, acts of any government other than itself (excluding judicial action) or any other similar cause that is beyond the control of and not the fault of the Party claiming excuse from performance. However, the Party claiming excuse from performance must, within 24 hours, or as soon as reasonably possible, present to the other Party written notice of the facts constituting such cause and claiming excuse from performance under this Section, its proposal for partial performance if possible, and when it thinks it will be possible to start full performance. If a Party's performance is found to be excuseable under this Agreement, then the other Party will waive its damage claims against the excused Party caused by the excused non-performance. If King County Metro is excused from performing its obligations under this Agreement in accordance with this Section, Sound Transit may perform all such obligations itself with other personnel without liability to King County Metro. Further, in the event King County Metro is excused from performing its obligations in accordance with this Section for a period of 30 days or longer, Sound Transit will have the option to immediately terminate the Agreement by giving King County Metro written notice. Termination of the Agreement under this Section will be considered termination for convenience.

17.0 TERMINATION OF AGREEMENT

17.1 Termination for Default

Either Party may terminate this Agreement, in whole or in part, in writing if the other Party substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the other Party, provided that if practicable, the Party terminating the Agreement will give:

- a. Written notice of intent to terminate at least 30 days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement.

- b. An opportunity for the other Party to cure the default within the 30 days of notice of termination. In such case, the notice of termination will state the time period in which cure is permitted and any other appropriate conditions.

If the defaulting Party fails to remedy the default or the breach to the satisfaction of the other Party within the time period established in the notice of termination or any extension to the notice period, granted by the Party not at fault, the Agreement will be deemed terminated.

17.2 Termination for Convenience

Either Party may terminate this Agreement, in whole or in part, in writing, for its convenience provided that the other Party will be given:

- a. Written notice of intent to terminate no less than 12 months prior to a major service change; and
- b. Opportunity for consultation with the Party initiating the termination prior to the termination date.

17.3 Activities upon Termination

Upon termination of this Agreement by expiration of the term or as provided in this Section, the Parties will cooperate to develop a coordinated plan for terminating the services rendered up until the time of termination and determine reasonable contract close-out costs. Close-out costs include, but are not limited to, costs related to staffing reductions, records/data adjustments and transfer, equipment/parts transfer, and tunnel service adjustments. The County will account and dispose of the buses and equipment provided by Sound Transit in the manner Sound Transit directs. Sound Transit will compensate the County for all associated close-out costs, except as noted below. In the event of termination by default or breach, Sound Transit will compensate King County Metro only for the services satisfactorily rendered to the date of termination at the rates and amounts provided in this Agreement, with no payment for contract close-out costs as otherwise provided in this Section.

17.4 Survival of Provisions

The provisions of this Section 17 will survive and remain applicable to each Party notwithstanding any termination or expiration of this Agreement.

18.0 LEGAL COMPLIANCE

18.1 Personnel

King County Metro and all subcontractors will comply with all applicable state and federal laws, regulations, rules, and procedures with respect to employer's liability, worker's compensation, unemployment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees.

18.2 Rights and Remedies

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

18.3 Relationship of Parties

18.3.1 Personnel

No agent, employee, subcontractor, or servant of King County Metro will be deemed to be an employee, agent, or servant of Sound Transit. Except as expressly provided in this Agreement, the manner and means of conducting the ST Express Bus Service are under the sole control of King County Metro, and King County Metro will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement. King County Metro will direct the performance of all its personnel, agents, employees, and subcontractors.

18.3.2 Independence of Parties

This Agreement is solely for the benefit of the Parties and gives no right to any third party. No joint venture or partnership is formed as a result of this Agreement. The employees, agents, or subcontractors of one Party are not deemed, or represent themselves to be, employees of the other Party.

18.4 Non-Exclusivity of Agreement

Sound Transit may enter into agreements with other entities to provide ST Express Bus Service within King County Metro's service area.

18.5 Parties in Interest

Nothing in the Agreement is intended to:

- Confer any rights or remedies on any person other than the Parties;
- Relieve or discharge the obligation or liability of any third-party to either Party;
or
- Give any third-parties any right of subrogation or action against either Party.

18.6 Assignment

Neither Party will assign, transfer, or otherwise substitute its obligations under this Agreement without the prior written consent of the other Party. Any assignment made in violation of this provision will be null and void and confer no rights whatsoever on any person.

18.7 Binding on Successors

All of the terms, provisions and conditions of the Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and legal representatives.

18.8 Waiver of Default

A waiver of any default will not be construed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be construed to be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of this Agreement unless agreed to in writing.

18.9 Entire Agreement

This Agreement, including attachments and exhibits, constitutes the entire agreement between the Parties with regard to ST Express Bus Service, except as otherwise expressly provided in this Agreement.

18.10 Amendments and Modifications

Modifications or amendments of this Agreement are only valid if they are in writing and signed by authorized representatives of the Parties.

Compensation for additional work not provided for under this Agreement must be agreed upon in writing. The agreed upon terms of any additional work including, but not limited to, scope and compensation, will be in the form of Task Order (described in Section 12.4 and **Exhibit O: ST Express Bus Operations Task Order**), an addendum or modification to this Agreement.

Amendments to this Agreement are subject to the approval of the Sound Transit Board of Directors and the King County Council, except that amendments and revisions to exhibits may be authorized by Sound Transit's Executive Director of Operations or designee and by King County Metro's General Manager.

18.11 Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement will not be affected if the remainder will continue to serve the purposes and objectives originally contemplated by the Parties.

18.12 Calculation of Time

Unless specifically provided otherwise, references to time periods of five (5) or less days will be considered business days and time periods of greater than five days will be considered calendar days.

18.13 Other Agreements

This Agreement applies to ST Express Bus Service performed as of the date of this Agreement and will supersede the 2015 ST Express Bus Service Operations

and Maintenance Interagency Agreement. However, the terms of the 2015 agreement will remain in effect with regard to any remaining obligations under that agreement, until said obligations have been satisfied.

19.0 ADDITIONAL ISSUES FOR FUTURE CONSIDERATION

19.1 Recognition of King County Metro as ST Express Bus Operator

Starting in 2019, the Parties will meet and discuss actionable items for the public facing recognition of King County Metro as the operator of ST Express Bus, with the goal of reaching an agreement on public facing recognition in 2020.

19.2 Sound Transit BRT Service.

Starting in 2019, Sound Transit and King County Metro will hold strategic level conversations to explore planning and operations of Sound Transit's Bus Rapid Transit ("BRT") Service.

20.0 STATUTORY REQUIREMENTS

20.1 Federal Funding Requirements

20.1.1 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 P**.

20.1.2 Third Party Contracts

If Sound Transit notifies the County, as provided in Section 3.3, 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 P**.

20.1.3 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.

20.2 DBE Requirements

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 includes businesses certified as minority, women, and disadvantaged business enterprises 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-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and are hereby incorporated herein by this reference.

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 applicable 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.

20.3 Civil Rights

20.3.1 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—Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 and 49 C.F.R., Part 37 Subpart G—Provision of Service) and other implementing requirements FTA may issue, such as FTA Circular 4702.1B.

20.3.2 Title VI Complaints

- a. The County will designate a responsible employee and adopt and implement a Title VI complaint process in accordance with FTA Circular 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.
- b. In accordance with the 49 C.F.R. Part 21 and FTA Circular 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 **Exhibit B: ADA Compliant Summary**.
- d. The County will transmit all Title VI complaints regarding ST Express Bus service to Sound Transit's Office of Business and Labor Compliance, which will be responsible for processing and responding to all Title VI complaints.

20.3.3 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.

20.3.4 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 ST Express buses.

- 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 buses 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.

20.3.5 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", 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-Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act.

21.0 NOTICE

Any notice required, permitted or implied under this Agreement including change of address, may be personally served on the other Party by the Party giving notice or may be served by certified mail, return receipt required, to the following address:

General Manager
King County Metro
201 South Jackson Street
Seattle, WA 98104-3826

Executive Director of Operations
Sound Transit
401 South Jackson Street
Seattle, WA 98104-2826

22.0 EXHIBITS

Exhibits A through P attached and referred in this Agreement are incorporated into this Agreement by reference.

23.0 EFFECTIVE DATE AND TERM

23.1 Effective Date

This Agreement takes effect upon execution by the Parties.

23.2 Term

The first year of this Agreement will end on December 31, 2020; all subsequent years of this Agreement will begin on January 1 and end December 31. This Agreement will expire on December 31, 2024, with an option to extend for an additional three-year period, followed by an option to extend for an additional two-year period.

24.0 EXECUTION OF AGREEMENT

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

The Parties have executed this Agreement as of the date set forth below their signatures.

KING COUNTY METRO
TRANSIT DEPARTMENT

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

("King County Metro")

Rob Gannon
General Manager

Peter Rogoff
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

King County Prosecuting Attorney

Sound Transit Legal Counsel

Date: _____

Date: _____

EXHIBITS

EXHIBIT A:	DEFINITIONS
EXHIBIT B:	ADA COMPLAINT SUMMARY
EXHIBIT C:	DESIGNATED REPRESENTATIVES
EXHIBIT D:	PERFORMANCE STANDARDS
EXHIBIT E:	NATIONAL TRANSIT DATABASE REPORTS
EXHIBIT E1:	Route Statistics
EXHIBIT E2:	Safety
EXHIBIT E3:	Security
EXHIBIT E4:	Customer Service Comments
EXHIBIT F:	MANAGEMENT REPORTS
EXHIBIT F1:	Reports and Documents
EXHIBIT F2:	Preventable Accident Rate by Route
EXHIBIT F3:	Accident Detail
EXHIBIT F4:	On-Time Performance
EXHIBIT F5:	Vehicle Maintenance
EXHIBIT F6:	Warranty Report
EXHIBIT F7:	Exclusion Activity
EXHIBIT F8:	Overloads
EXHIBIT F9:	Trip Ridership
EXHIBIT F10:	Miles and Fuel
EXHIBIT F11:	Cross-Use of Fleet
EXHIBIT G:	COMPENSATION
EXHIBIT G1:	Rate Setting
EXHIBIT G2:	Monthly Invoice Summary
EXHIBIT G4:	Extra Service Hours
EXHIBIT H:	BUS CLEANING MATRIX
EXHIBIT I:	FTA PROVISIONS
EXHIBIT J:	ST EXPRESS POLICIES AND PROCEDURES
EXHIBIT K:	MULTIPLE-AGENCY SIGNAGE RESPONSIBILITIES
EXHIBIT L:	GOOD NEIGHBOR POLICY
EXHIBIT M:	INSURANCE AND RISK MANAGEMENT PROGRAM
EXHIBIT N:	ST ENVIRONMENTAL SUSTAINABILITY INFORMATION
EXHIBIT N1:	Environmental and Sustainability Management System
EXHIBIT N2:	Sustainability Initiative
EXHIBIT O:	ST EXPRESS BUS OPERATIONS TASK ORDER

Exhibit A: Definitions

ADA: Americans with Disabilities Act

ADA Complaint: An ADA complaint is any complaint that challenges Sound Transit's compliance with the ADA or FTA's regulations regarding ADA.

Baseline Cost: Baseline costs are ordinary cost associated with maintenance and operation of a public transit bus in planned level of service identified in the Service Implementation Plan. Any services that require separate cost submittals and/or are addressed in separate agreements between Sound Transit and the operating partner shall be excluded from the Baseline Cost for ST Express Bus Service.

Bus Cleanliness: Bus Cleanliness is approximated by tracking the number of detailed interior cleanings and the number of daily exterior bus washes. The interior cleaning measure is calculated by identifying the number of buses whose interior was detailed and dividing by the number of buses whose interior was due to be detailed during a month multiplying by 100. The exterior bus wash measure is calculated by identifying the number of bus washes actually accomplished per day and dividing by the total due over the course of a month. The number due is affected by days when freezing or near freezing temperatures, water shortages, power outages or bus wash breakdowns can prevent bus washes from happening. (See **Exhibit H Bus Cleaning.**)

Bus Stop: A bus stop is a designated space for loading and/or unloading bus passengers.

Catastrophic Event: A catastrophic event is one which is unforeseen, serious enough to affect a large percent of Sound Transit's service area or number of routes and lasting more than a couple of days. Catastrophic events generally require more extensive planning and efforts including operating plans, budgets, start-up plans and shutdown plans to handle the situation. Examples of catastrophic events are floods that shut down an operating base, a major earthquake or a large-scale terrorist attack.

Central Link: Sound Transit's Central Link Light Rail Service.

Commuter Rail: Sound Transit's Sounder Commuter Rail Service.

Cost Pools: The organization structure used by King County to accumulate costs from various cost centers and projects into like units. A cost pool is shared among King County fleet types using an allocation rule.

Customer Service: Customer Service is a performance measure that approximate customer satisfaction based on number of complaints. This measure is shown by identifying the number of customer complaints and setting this number in ratio to the number of boardings divided by 100,000. This measure excludes complaints relating to Sound Transit fares, policies and procedures, compliments or suggestions for service changes.

Deadhead: Travel between a base and the beginning or end of a route, or between the ends of one route to the start of another route (vehicle is not in passenger service).

Estimated Timepoint (See Timepoint): An estimated timepoint is notated timepoint in which the scheduled time may likely be inaccurate due to widely varying circumstances. Estimated timepoints occur only on the downstream end of a route and quite often are at the end of a major freeway segment.

Extra Service: Bus trip(s) added to a regular route to address overloads, connections or other customer needs.

Fixed-Route Service: Bus service following a consistent path, generally using the same streets, highways, and other roadways on all scheduled trips as identified in Sound Transit's "Ride the Wave Transit Guide" (or its successor).

Generally Accepted Accounting Principles (GAAP): GAAP is a set of uniform accounting rules for recording and reporting financial data to represent accurately financial results. The Financial Accounting Standards Board and the Government Accounting Standards Board endorse these standards through a combination of authoritative pronouncements created by the policy boards thus providing accepted ways of doing accounting in the United States of America.

Generally Accepted Auditing Standards (GAAS): GAAS is a set of guidelines used by auditors when conducting financial audits on an organization. These standards have created a systematic guideline for auditors to follow, ensuring the accuracy, consistency and verifiability of auditors' actions and reports. For governments, these standards also include Government Auditing Standards (the "Yellow Book") or Generally Accepted Government Auditing Standards (GAGAS).

High Priority Emergencies: See **Exhibit J: ST Express Policies and Procedures.**

Layover/Recovery Time: Out-of-service time allotted a vehicle prior to or between trips for maintaining on-schedule operations; vehicle is not in active passenger service, although passengers may be on-board.

Low Priority Incidents: See **Exhibit J: ST Express Policies and Procedures.**

Maintenance Personnel: Maintenance personnel are individuals employed to perform maintenance and repair of buses.

Major Mechanical System Failure: Major mechanical failure is a road failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns (NTD Definition).

Management Information System: This system (**US DOT Drug and Alcohol Testing MIS**) describes obtaining and recording drug and alcohol usage information per federal government regulations.

Marginal Cost: The variable cost of providing an additional hour of service. Direct costs does not include overhead.

Midday Bus Storage: Midday storage of buses near the major destination served by a route or group of routes allows reducing or eliminating the need to deadhead buses to and from the operating base.

On-Time Performance: On-time performance is the percentage of timepoints served on-time. This is calculated by identifying the number of published timepoints served up to one minute early or more than 5 minutes late (on-time) excluding stops identified as "estimated time points". (See **Exhibit F4 On-Time Performance** for calculation.)

Other Mechanical System Failure: Other mechanical failure is a road failure of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. (NTD Definition)

Park-and-Ride Lots: A park and ride lot serves as a transfer center between transportation modes and provides parking for commuters.

Passenger Shelter: A covered waiting area at a transit stop or station, often with benches, that provides protection to riders from inclement weather.

Platform Hours: Platform hours is the time during which an operator operates a vehicle in revenue service, is deadheading or while in recovery.

Preventable Bus Accidents: Preventable bus accidents include any impact between a Sound Transit vehicle and any moving or stationary vehicle, object or person; the current FTA definition will apply. This measure is calculated by identifying the sum of all preventable accidents for the month, multiplying by 100,000 hubodometer (or odometer) miles and dividing by the number of miles operated during the month.

Preventive Maintenance: The Preventive Maintenance measure approximates ensuring the appropriate level of care in maintaining the useful life of the bus. This measure is calculated by identifying the preventive maintenance inspections required during the month and determining whether the inspection was performed within the interval. The number of preventive maintenance inspections performed within the mileage interval is divided by the total number of preventive maintenance inspections and multiplied by 100.

Public Safety and Security Services: Any and all activities that directly and indirectly keep patrons and staff free from harm and reduces crime and the fear of crime on transit services and at transit facilities. This includes all security, fare enforcement, law enforcement and emergency preparedness activities and personnel as appropriate.

Purchased Transportation: Purchased Transportation is service provided to a public transit agency or governmental unit from a private transportation provider based on a written contract.

Revenue Service (Miles, Hours, and Trips): Revenue service is when a vehicle is available to the general public and an expectation of carrying passengers exists. These passengers directly pay fares, have their fares subsidized by public policy, or provide payment through some contractual arrangement. Vehicles operated in fare free service are in revenue service. Revenue service includes layover / recovery time. Revenue service excludes deadhead, vehicle maintenance testing and miscellaneous operations related to incidental such as training.

Road Failure: Road failure is an incident requiring a bus change, service call, or tow-call.

Route Miles: Mileage traveled by vehicles when available for carrying passengers between end-terminal points.

Security: The Security measure approximates the level of safety passengers may perceive and the appropriate level of effort by the provider to maintain a secure environment for passengers. This measure is calculated by identifying the number of NTD defined security related incidents, dividing by the total boardings during the same period and multiplying by 100.

Service Change: The addition, deletion, or modification of service resulting in the physical realignment of a transit route, or a change in the type or frequency of service provided; may also include schedule or vehicle type changes; may refer to a change in service at the trip, route, or system-wide level as appropriate. May also indicate one of three standardized dates per year when service changes are implemented and new assignments are made to operators.

Service Interruption:

- **Service interruption:** A service interruption occurs when a vehicle, in revenue service, is removed from service for mechanical reasons.
- **Cancelled Trip:** A cancelled trip is one that does not operated in its entirety; no platform miles or hours are incurred. A change of buses in mid-course does not affect whether a trip is labeled "cancelled".
- **Incomplete Trip:** An incomplete trip is one that begins its route but does not complete the trip; a proportional number of platform miles/hours is incurred. A change of buses in mid-course does not affect whether a trip is labeled "incomplete".
- **Missed Trip:** Missed Trip is a term not used within the agreement due to the vague, confusing and inconsistent meanings this term accumulates in everyday language.

Service Performance Standards: Benchmarks established by Sound Transit to assess results of bus route implementation.

Special Service: Special Service is service that is foreseen by at least several days and which operates off-route of any publicized service.

Special Training: Technical training provided because of a response to an operational problem/situation or a mechanical change to buses.

ST Express Bus Service: This service consists of bus routes and times approved by the Sound Transit Board in the Regional Express Bus Service Implementation Plan plus extra and special service as authorized in this agreement.

Tacoma Link: Sound Transit's Tacoma Link Light Rail Service.

Timepoint: Timepoint is a bus stop identified in an internally or externally published schedule.

Transit Center: Transit Centers are locations where groups of buses or other public transportation vehicles congregate, allowing patrons to transfer between routes or services. Transit centers can vary from major bus stops on public right-of-way to off-street facilities with internal circulation entirely separated from general traffic.

Useful Life: The anticipated life of a capital facility or item as defined by the Federal Transit Administration or by GAAP principles or by agency policy.

Vehicle Availability: Vehicle Availability is a measure of the number of operable vehicles available at peak need. This measure is calculated by identifying the number of ST vehicles available for weekday afternoon peak service, dividing by the PM peak requirement and multiplying by 100.

Exhibit B: ADA Complaint Summary
Month
King County Metro

Date/ Time	Name of Rider Address Phone Number Email Address	Route Number or Facility Name	Description of Complaint	Resolution of Complaint

Exhibit C: Designated Representatives

SOUND TRANSIT

Address: Sound Transit
401 South Jackson Street
Seattle, WA 98104-2826

ST Express Bus Operations
Designated Representative:

David Turissini, Bus Operations Manager
Office: (206) 398-5035
Mobile: (206) 856-5292
Duty Officer: (206) 398-5428
Email: dave.turissini@soundtransit.org

KING COUNTY METRO

Address: King County Metro Transit
201 S. Jackson St.
Seattle, WA 98104-3856

ST Express Bus Service
Designated Representative:

Brian Henry, Transportation Planner IV
Office: (206) 263-3369
Email: brhenry@kingcounty.gov
Mailstop: KSC-TR-0422

24 Hour Emergency/Sounder Commuter Rail and Link Light Rail Back up
Designated Representative:

Jeff Wamsley, Superintendent, Transit Control Center
Office: (206) 477-1802 (Don't leave message. If no answer, call Control Center below.)
Cell: (206) 571-1921
Email: jeff.wamsley@kingcounty.gov
Mailstop: TCC-TR-0100

Control Center: (206) 684-1111

Exhibit D: Performance Standards

Agency: King County Metro		Reporting Period:		
Performance Area	Description See Exhibit A Definitions for more information	Standards	Monthly Report	Year-to-Date
On-time Performance	Percent of scheduled timepoints completed up to one minute early and less than five minutes late. (Calculated in Exhibit F4: On-Time Performance)	≥85%		
Cancelled Trips	Whole bus trips not operated as percent of total trips regardless of reason	≤ 0.1%		
Incomplete Trips	Trips that start at beginning terminal but did not reach the end terminal as a percent of total trips regardless of reason	≤ 0.1%		
Interior Detail	Completed interior bus detailing within 10% of target (Exhibit H: Bus Cleaning)	≥90%		
Exterior Clean	Completed exterior bus wash, % of time. (Exhibit H: Bus Cleaning)	≥95%		
Bus Accidents	Number of preventable accidents per 100,000 hubodometer miles (total miles)	≤0.8		
Preventive Maintenance	Percent of preventive maintenance inspections performed within the required interval	≥90%		
Customer Service	Ratio of customer complaints per total boardings	15/100,000		
Security	Percent of NTD defined security related incidents per total boardings	<0.01%		
Vehicles Available	Percent of P.M. peak vehicles available averaged for month	≥90%		

**Exhibit E1: Route Statistics
 Month**

King County Metro

Actuals	Boardings			Platform Hrs Operated			Platform Miles Operated			Trips Made			Revenue Hrs Operated			Revenue Miles Operated					
	Route	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday		
522																					
540																					
542																					
545																					
550																					
554																					
555																					
556																					
Totals																					

Planned	Days Operated			Platform Hrs Scheduled			Platform Miles Scheduled			Trips Schedule			Revenue Hrs Scheduled			Revenue Miles Scheduled					
	Route	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday		
522																					
540																					
542																					
545																					
550																					
554																					
555																					
556																					
Totals																					

Exhibit E2: Safety

For each route affected, complete one spreadsheet		Month		Route		Agency				
Item Code	Item	Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespassers	Others	Total Injuries	Total Incidents	Amount of Property Damage
01	Collisions with vehicles	0	0	0	0	0	0	0	0	\$0.00
01a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
02	Collisions with objects	0	0	0	0	0	0	0	0	\$0.00
02a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
03	Collisions with persons	0	0	0	0	0	0	0	0	\$0.00
03a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
03b	(attempted/successful suicides)	0	0	0	0	0	0	0	0	\$0.00
04	Derailments/buses going off road	0	0	0	0	0	0	0	0	\$0.00
05	Personal Casualties: Parking facility	0	0	0	0	0	0	0	0	\$0.00
06	Personal Casualties: Inside vehicle	0	0	0	0	0	0	0	0	\$0.00
07	Personal Casualties: On right-of-way	0	0	0	0	0	0	0	0	\$0.00
08	Personal Casualties: Boarding & alighting vehicle	0	0	0	0	0	0	0	0	\$0.00
08a	(associated with lifts)	0	0	0	0	0	0	0	0	\$0.00
09	In stations/bus stops	0	0	0	0	0	0	0	0	\$0.00
09a	(associated with escalators)	0	0	0	0	0	0	0	0	\$0.00
09b	(associated with elevators)	0	0	0	0	0	0	0	0	\$0.00
10	Non-Arson Fires: In vehicles	0	0	0	0	0	0	0	0	\$0.00
11	Non-Arson Fires: In stations	0	0	0	0	0	0	0	0	\$0.00
12	Right-of-way and others	0	0	0	0	0	0	0	0	\$0.00

Exhibit E3: Security

Complete one spreadsheet each month. Report Offenses	Month		Route		Agency	
	Incidents In Vehicle	In Revenue Facility	In Non-Revenue Facility	On right of way	Total Incidents	Amount Property Damage
Forcible Rape						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Robbery						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Aggravated Assaults						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Burglary						
	0	0	0	0	0	\$0
Larceny/Theft Offenses						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Motor Vehicle Theft						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Arson						
	0	0	0	0	0	\$0
Part II						
Fare Evasion (citations)	0	0	0	0	0	\$0
Other Assaults (arrests)	0	0	0	0	0	\$0
Trespassing (arrests)	0	0	0	0	0	\$0
Vandalism (arrests)	0	0	0	0	0	\$0
Other Security Issues						
Bomb Threats	0	0	0	0	0	\$0
Bombing	0	0	0	0	0	\$0
Chemical/Biological/Nuclear Release	0	0	0	0	0	\$0
Cyber Incident	0	0	0	0	0	\$0
Hijacking	0	0	0	0	0	\$0
Non-Violent Civil Disturbances	0	0	0	0	0	\$0
Sabotage	0	0	0	0	0	\$0
Total Property Damage					0	\$0

Exhibit E4: Customer Service Comments

Comment #	Comment Date	Route	Issue Type	Incident Date	Caller Comments

Exhibit F1: Reports and Documents
(Current as of Agreement Adoption but may change frequently - see current list)

Section 6.5.2 Other Reports

Report Name	Report Contents	Agreement Sec/Exhibit No.	FREQUENCY	SENT TO
Environmental Policy Statement	KCM agrees to reasonable efforts to comply with ST's environmental programs	3.6	Once	David Turissini
Drug and alcohol certification compliance		2.0 Exhibit I	Annually	David Turissini
Drug and alcohol testing policy		2.0 Exhibit I	Annually	David Turissini
NTD Financial Data Report		2.1.2	Annually	David Turissini or Tiffany Kauth
Modal Operating Expenses	Based on trial balance - Feb 28	2.1.2	Annually, 2/28	Tiffany Kauth
Operating Expense Reconciliation	Based on trial balance - Mar 31	2.1.2	Annually, 2/28	Tiffany Kauth
AR Listing by Service Type	Based on trial balance - Mar 31	2.1.2	Annually, 2/28	Tiffany Kauth
FTEs and Hours - RIO	Based on trial balance - Mar 31	2.1.2	Annually, 3/31	Tiffany Kauth
System Security and Emergency Preparedness Plan		2.3.1	Annually	David Turissini or Ken Cummins
System Safety Program Plan (SSPP)		2.4	Annually	David Turissini or Dana Stahl
Recruitment Program	Operator/technician/supervisor recruitment information/program	6.1.1	Annually	David Turissini
Operators/First Line Supervisors Training Plan/Information		6.1.2	Annually	David Turissini
Medical certification Requirements	Operator medical certification requirement information	6.1.3	Annually	David Turissini
Operator's Manual	Operator Manual and all correspondence to operators regarding policy	9.1	Annually	David Turissini
CAM	By Oct 31 - baseline cost estimate and CAM	12.1.3	Annually	Brian Scott
Cost Assumptions	written narrative supporting CAM	12.1.2 c	Annually	David Huffaker
Cost Submittal Letter	Estimate costs for baseline, special and extra; letters drafted by ST and countersigned by KCM.	12.1.3	Annually	David Huffaker
Employee performance management program	Includes ADA audits	6.3	Annually	David Turissini
Maintenance Plan	PM cycles	8.3	Annually	David Turissini
Maintenance Audit Responses	Reponse to audit letter	5.2.2, 8.8	Quarterly	David Turissini, Tim Wagner
Schedules, Headways and Blocking Reports		7.2.1	Service Change	Service Planning
Changes to Facilities/Signage		7.2.1	120 days before service change	Service Planning and Facilities
Monthly Report:		6.5.1		
ADA Complaint Summary		2.2.4 B Exhibit B	Monthly	David Turissini
Performance Standards		6.4 Exhibit D	Monthly	David Turissini
Route Level Statistics		6.4 Exhibit E1	Monthly	David Turissini
Safety		2.4.1 Exhibit E2	Monthly	David Turissini
Security Incidents		2.3.2 Exhibit E3	Monthly	David Turissini
Customer Service Comments	Detail complaint, action taken, dates occurring	10.2.1 Exhibit E4	Monthly	David Turissini
Preventable Accident Rate by Route		9.3.c Exhibit F2	Monthly	David Turissini
Accident Detail		9.3.c Exhibit F3	Monthly	David Turissini
On-Time Performance	Percent of bus trips within 0 minutes early to five minutes late	6.4 Exhibit D	Monthly	David Turissini
Vehicle Maintenance Report	Fluids, mechanical failures by miles, PM and major repairs	8.3, 8.5.1, 9.2.2 Exhibit F5	Monthly	David Turissini
Vehicle Warranty Claims	Claims in month and claims remaining from previous months	8.9 Exhibit F6	Monthly	Tim Wagner
Exclusion Activity	Persons banned from service	2.3.2 Exhibit F7	Monthly	David Turissini
Overloads	Routes and runs which experience an overload of passengers	6.5.6 Exhibit F8	Monthly	David Turissini
Trip Ridership	Trip Data	6.5.5 Exhibit F9	Monthly	David Turissini
Miles and Fuel	Energy Consumption and mileage	Fleetwatch	Monthly	Tim Wagner
Cross-Use of Fleet	Use of KCM buses for ST service	6.5.6 Exhibit F11	Monthly	David Turissini
Monthly Invoices	Invoice and backup data	12.6.1 Exhibit G2	Monthly	Accounts Payable

Exhibit F1: Reports and Documents
(Current as of Agreement Adoption but may change frequently - see current list)
Section 6.5.2 Other Reports

Report Name	Report Contents	Agreement Sec/Exhibit No.	FREQUENCY	SENT TO
Special and Extra Trips	additional trips ridership, miles and hours	9.4.1, 12.6.1 Exhibit G4	Monthly	David Turissini
Weekly Report		6.5.2	Weekly	David Turissini
ST Weekly Assignment	Fleet Availability by Day and Total by Week	6.5.2	Weekly	David Turissini
Daily Report		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Accidents		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Base Delays		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Security Incidents		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Service Disruptions		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
ADA Complaint Initial Report	ADA Complaint	2.2.1	Event Basis	David Turissini and Michael Miller
ADA Complaint Resolution	ADA Complaint and how resolved	2.2.1	Event Basis	David Turissini and Michael Miller
Final Report (Safety Event)	Final resolution or outcome	2.4, 9.2.4	Event Basis	David Turissini
Accident Estimates	Accident Estimates	8.3.2	Event Basis	Tim Wagner
Task Order cost estimates	Task Order cost estimates	8.3.3	Event Basis	David Turissini
Decommission Fleet Report	Decommission Fleet Report	8.3.3	Event Basis	Tim Wagner
Accident Reports	Accident Reports	9.2.4	Event basis	David Turissini
Service and facility changes	Service and facility changes	10.2.3 11.0 Exhibit K	Event basis	Customer Service
Initial Event Report (High Priority)	Event details	9.2.4, Exhibit J	Event basis	David Turissini
Final Event Report (High Priority)	Resolution, outcome	9.2.4, Exhibit J	Event basis	David Turissini
Lost and Found Request	Lost and Found Request	10.2.2 Exhibit J	Event Basis	Customer Service
Emergency Costs	Initial description, proposed timeline and estimated cost	12.3	Event Basis	David Turissini
Fleet Equipment Documentation	Fleet Equipment Documentation	8.8	Ad hoc	Tim Wagner
Copies of Fuel Invoices	Fuel price documentation	12.1.1	Ad hoc	David Turissini
Vehicle Purchase Support	OBTS part numbers, etc.	8.3.3	Ad hoc	Tim Wagner

Exhibit F2: Preventable Accident Rate by Route

Preventable Accident Rate per 100,000 Hubodometer/Odometer Miles		
Agency: King County Metro		Month:
Miles	Preventable Accident Rate (Month)	YTD Accident Rate
Route	Preventable Accidents Current Month	Preventable Accidents YTD
522		
540		
542		
545		
550		
554		
555		
556		
Other		
Totals	0	0

Note: This table will comply with FTA's NTD reporting requirements.

Exhibit F4: On-Time Performance

King County Metro

Month:

Route	Total Timepoints	Estimated Timepoints	Remaining Timepoints	Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Weekday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
540							
542							
545							
550							
554							
555							
556							
Totals							

Route	Total Timepoints			Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Saturday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
545							
550							
554							
Totals							

Route	Total Timepoints			Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Sunday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
545							
550							
554							
Totals							

Total Weekday	
Number of Weekdays	-
Total of this Calculation A	0.00
Total Saturday	
Number of Saturday	-
Total of this Calculation B	0.00
Total Sunday	
Number of Sunday	-
Total of this Calculation C	0.00
Total of all calculations	0.00
Total Number of Days	0
Overall System On-Time Performance (Insert in Exhibit D)	#DIV/0!

Note: "Timepoints" for this table is the total number of timepoints measured which at maximum would be the number of timepoints on a route multiplied by the number of trips passing by that point during the month.

Exhibit F5: Vehicle Maintenance

Preventive Maintenance
Not all listed PM items are monthly items

Measure	# Completed
PM	
LOF (B-SCHD)	
ATF (C-D-E-F SCHD)	
LIFT PM	
TUNE-UP	
HOF (hydraulic) (F-SCHD)	
DIF (differential) (F-SCHD)	
CLI	
ANNUNCIATORS	
CAMERAS	
APC	
AC PM	
COOLING SVC	
AMREX (GASF)	
OTHER (RAD/BATT)	
ARTIC JOINT PM	
WARRANTY	
SMART	
TOTAL	0

Measure	# Completed
% Non-maintenance hours of total maint.	
% of PM Hours	
% of other repair hours	
% of open work orders due to parts shortage	
Avg. parts inventory turn over ratio	

Mileage Accrual and Petroleum Produce Report					
Month:			Base: East Base		
Fleet Type	Fleet Quantity	Monthly Mileage	Fuel Use Gal.	Engine Oil Total-Qts	Coolant Total- Qts
40-ft Buses (diesel)		a			
40-ft Buses (hybrid)		b			
60-ft Buses (diesel)		c			
60-ft Buses (hybrid)		d			
TOTALS	0	k	0	0	0

Road Failures Year Summary			
Month	Major Mechanical	Other Mechanical	Total
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total	m	n	p

ALL Road Failures					
Component	40-ft Buses (diesel)	40-ft Buses (hybrid)	60-ft Buses (diesel)	60-ft Buses (hybrid)	Total
Engine					
Drive train					
Brakes					
Pneumatics					
Cab & Chassis					
Steering					
Fuel					
Tires					
Electrical					
Other Safety Issues					
Subtotal Major Mechanical Issues		0	0	0	m
Fare box					
Radio					
Climate Control					
W/C Lift					
Annunciators					
Dirty Bus					
Body					
Other Mechanical Issues					
Subtotal Other Mechanical Issues		0	0	0	n
Total Mechanical Failures		0	0	0	#VALUE!
Accidents					
Other Issues (non-Mechanical)					
Total Failures		0	0	0	p
Monthly Fleet Mileage	a	b	c	d	k
Miles between Road Failures	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

Required for NTD

Replacements	# Completed
Engine	
Transmissions	

Note: Use NTD definition (See Exhibit A Definitions for "Major Mechanical Issues" and "Other Mechanical Issues".

Exhibit F7: Exclusion Activity

King County Metro

Month:

Last Name	First Name	Date of Birth	Date of Trespass	Trespass Expiration	Transpassed by

Exhibit F8: Overloads

King County Metro Transit

Month:

Year:

Route	Run	Blk Rte	Date/Time	Location	Direction

Exhibit F9: Trip Ridership

King County Metro Transit

Month:

Year:

Route	In/Out	Key Trip	Day	Obs	AvgOns	AvgOffs	AvgMaxLoad	Start Time	End Time	Start TimePoint	End TimePoint

Exhibit F10: Miles and Fuels

King County Metro Transit

Month:

Year:

Unit	Status	Fleet	Base	Period	Miles	Diesels	MPG

Exhibit F11: Cross-Use of Fleet
King County Metro Transit

KCM Bus on ST Service					
Date	Routes	Number of Runs Affected	Platform Hours	Platform Miles	Type of Bus

ST Bus on KCM Service					
Date	Routes	Number of Runs Affected	Platform Hours	Platform Miles	Type of Bus

Exhibit G1: Rate Setting

Baseline	Expenses by Function				
Year: Expense Objects	Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General	Total
Labor:					
Operator Wages & Salaries	0	0	0	0	0
Other Wages & Salaries	0	0	0	0	0
Total Labor	0	0	0	0	0
Fringe Benefits	0	0	0	0	0
Services	0	0	0	0	0
Materials & Supplies:					
Fuel & Lubricants (3)	0	0	0	0	0
Tires & Tubes	0	0	0	0	0
Repair Parts	0	0	0	0	0
Other	0	0	0	0	0
Total Materials & Supplies	0	0	0	0	0
Utilities	0	0	0	0	0
Casualty & Liability	0	0	0	0	0
Taxes	0	0	0	0	0
Purchased Transportation	0	0	0	0	0
Miscellaneous	0	0	0	0	0
Expense Transfers (1)	0	0	0	0	0
Total	0	0	0	0	0

Other Items:		
Leases & Rentals		
Depreciation (5)		
Estimated Reduction (6)		
Transfers		
Total Other Items		\$ -

Total All Items \$ -

Total Planned Platform Hours
Total Cost per Platform Hour \$

Marginal Rates:	Cost per Platform Hour
Articulated Bus (60')	\$ -
Standard Bus (40')	\$ -
Small Bus or Van	\$ -
Operator Only	\$ -

King County Metro Assumptions

- 1 Total Planned Vehicle Hours are based on the hours projected by KCM Transit to support REX.
- 2 Projected costs are based on the 2015/2016 adopted biennial budget.
- 3 Ultra-Low Sulphur Diesel is projected to average \$3.16 /gallon.
- 4 PERS is projected to average 10.30% for the year.
- 5 Flex benefits are projected to be \$1,409/employee/month, a 4% increase from 2014.
- 6 COLA for Local 587 is 1.67% in November 2014, 1.48% in November 2015 and 2.08% in November 2016.
- 7 COLA for most other unions and non-represented positions assumed to be 1.48% as of January 1, 2015.
- 8 The rate was generated based on cost pools and allocation methodology associated with the cost allocation model.
- 9 The cost of King County General Government, King County Budget Office and Business Relations and Economic Development (BRED) overhead are excluded from the estimated rates.
- 10 The Downtown Seattle Transit Tunnel is not included in this estimate. It is estimated and charged separately.
- 11 A share of the annual depreciation of equipment, computers and information systems is allocated to REX.
- 12 A share of the annual depreciation of capital projects at East Base since 2000 is also allocated to REX.

Exhibit G2: Monthly Invoice Summary

Month:
PO xxxxxx OS

A. Baseline Cost			
Annual Cost:	\$	-	divided by 12 = \$
B. Extra Service Cost (Backup data attached)		(Invoiced Quarterly)	
Platform Hours	#	Rate	\$ = \$
C. Task Orders (Backup data attached)		(Invoiced as needed)	
Task Order			Amount
#	Op - Retrofits		\$
	Op - Major Component		\$
	Op - Decommission		\$
Subtotal			\$
Total Invoice			\$

On Separate Invoice

PO	XXXXXX OB		
1 Special Service Cost (Backup data attached)	(Invoiced Quarterly)		
Purpose	Total Hours	Rate	Extended
Sounder Backup	#	\$ -	\$
Other	#	\$ -	\$
Total			\$

Note:

Task Orders for Capital Projects will have a separate Purchase Order and must be billed separately.

Exhibit G4: Extra Service Hours

King County Metro Transit

Date	Route	Trips	Passengers	Platform hours	Mileage

Exhibit H: Bus Cleaning Matrix

Task items	Frequency	Description
General interior cleaning	Each service day	<ul style="list-style-type: none"> • Sweep or blow out inside – no garbage or dirt visible • Spills (coffee stains, etc.) mopped from floor and spot cleaned from the seats • Noticeably dirty windows cleaned • Offensive graffiti cleaned prior to next service day
Exterior bus wash*	2 times/week	Buses washed (bus wash) twice per week
Wheel washing*	2 times/week	Thorough washing - all wheels
Interior detail	Every six weeks	<ul style="list-style-type: none"> • To be cleaned: <ul style="list-style-type: none"> ▪ All windows ▪ mirrors ▪ Ceiling ▪ Driver's area – dashes, gauges, floor ▪ Modesty shield ▪ Flooring under control pedals • Floor – remove all gum, sweep, and mop • Side panel – wipe down and clean paying special attention to crevices • Seats: <ul style="list-style-type: none"> ▪ Vacuum ▪ Marks and gum removed – spot-cleaned as needed ▪ Headrest covers should be replaced if torn, cut or missing ▪ Reclining mechanisms checked and written-up if broken • Stair wells – sweep and mop • Parcel racks and stanchions: <ul style="list-style-type: none"> ▪ Garbage removed ▪ Wipe down inside and outside ▪ Reading and dome lights cleaned
Additional Cleaning	Semi-annual or more often as needed	<ul style="list-style-type: none"> • All seats should be inspected, steamcleaned and fabric replaced (if needed) • As identified through inspection, other specific and intensive cleaning may be required

**Except during freezing temperature (32 degrees Fahrenheit and below), water shortages, power outages, and major bus wash breakdowns. To conserve water resources, exterior bus washing will be reduced to three days per week during summer months (July – September).*

Exhibit I

**Federal Transit Administration (FTA) Provisions
(State of Good Repair)**

Table of Contents

1.0	Definitions.....	2
2.0	Master Agreement.....	2
3.0	Civil Rights	3
4.0	Commercial Driver’s License (CDL)	6
5.0	Debarment and Suspension.....	7
6.0	Drug and Alcohol Testing.....	8
7.0	Employee Political Activity.....	8
8.0	Energy Conservation.....	9
9.0	Labor Protection.....	9
10.0	Use of Competitive Procurements	11
11.0	Restrictions on Lobbying.....	11
12.0	Safety	12
13.0	Sensitive Security Information	12
14.0	Fly America	12
15.0	Audit and Inspection of Records.....	12
16.0	False or Fraudulent Statements or Claims	12
17.0	Environmental Requirements.....	13
18.0	Preference for Recycled Products.....	14
19.0	Patent Rights	14
20.0	Rights to Data and Copyrights.....	14
21.0	Termination Provisions Required	15
22.0	Breach Provisions Required.....	15
23.0	Substance Abuse	16

Exhibit I

Federal Transit Administration (FTA) Provisions (State of Good Repair)

1.0 Definitions

1.1 “Contractor” means King County.

2.0 Master Agreement

This agreement is partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as are the requirements of the Master Agreement between Sound Transit and the U.S. Department of Transportation, including all “flow down” provisions to third party Contractors, Subcontractors and or suppliers are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms are deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any Sound Transit requests that would cause the Sound Transit to be in violation of the FTA terms and conditions.

2.1 Changes in Federal laws, Regulations, Policies and Administrative Practices

New federal laws, regulations, and directives may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor will accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

2.2 Federal Changes

The Contractor will comply with all applicable FTA laws, regulations and directives, including without limitation, those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to comply shall constitute a material breach of this Contract.

2.3 No Federal Government Obligations to Third Parties

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement and will not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this

agreement) pertaining to any matter resulting from this Contract. The Contractor will include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. This clause may not be modified, except to identify the Subcontractor who is subject to its provisions.

3.0 Civil Rights

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

3.1 Nondiscrimination in Federal Public Transportation Programs

The Contractor will comply, and ensure compliance of each sub-contractor at any tier under the project, with the provisions of 49 U.S.C. 5332. These provisions prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibit discrimination in employment or business opportunity.

3.2 Nondiscrimination on the Basis of Disability

The Contractor will comply, and ensures the compliance of each sub-contractor at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

- a) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), prohibits discrimination on the basis of disability.
- b) The ADA, as amended (42 U.S.C. 12101 et seq.), prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.
- c) DOT regulations implementing Section 504 and the ADA include 49 CFR parts 27, 37, 38, and 39. Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and vehicles; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; require public entities (including private entities “standing in the shoes” of a public entity as a subrecipient or under a contract or other arrangement) providing fixed-route service to provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems.
- d) Providers of fixed route service must generally utilize accessible vehicles. Private entities may utilize non-accessible vehicles if they can provide equivalent service in terms of schedules and headways, in addition to the equivalent service requirements described above for demand responsive

service. Public entities must also provide complementary paratransit service to fixed route service as defined in 49 CFR 37.121.

- e) Providers of demand responsive service must utilize accessible vehicles, as defined at 49 CFR 37.7, or meet the applicable equivalent service standard. For private and public entities, the service must be equivalent in regards to schedules, response times, geographic areas of service, hours and days of service, availability of information, reservations capability, constraints on capacity or service availability, and restrictions based on trip purpose.
- f) In addition, recipients of any FTA funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other federal agencies.

3.3 Nondiscrimination—Title VI

The Contractor will comply, and ensure the compliance of each subcontractor at any tier of the project, with all of the following requirements under Title VI of the Civil Rights Act of 1964:

- a) **Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)** provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b) **U.S. Department of Transportation (DOT) regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21**
- c) **FTA Circular 4702.1B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”** provides FTA recipients with guidance and instructions necessary to carry out DOT Title VI regulations (49 CFR part 21), DOT’s Order 5610.2 on Environmental Justice (62 FR 18377, April 15, 1997), and DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087, December 14, 2005).
- d) **U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons (December 14, 2005)** - this Executive Order 13166 guidance clarifies the responsibilities of recipients of federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

- e) **FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients”** provides FTA recipients with guidance and instructions necessary to carry out DOT Order 5610.2, Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, and Executive Order 12898 on Environmental Justice. The DOT order describes the process that the office of the secretary of Transportation and each operating administration will use to incorporate environmental justice principles into existing programs, policies, and activities.
- f) **U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations - DOT Order 5610.2** describes the process that the office of the secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order 12898 on Environmental Justice) into existing programs, policies, and activities;

3.4 **Equal Employment Opportunity**

The Contractor will comply, and ensure the compliance of each subcontractor at any tier of the project, with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000e *et seq.*), and with 49 U.S.C. 5332 and any implementing regulations DOT may issue.

- a) **Nondiscrimination on the Basis of Sex** - the Contractor will comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et seq.*), with DOT implementing regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance” (49 CFR part 25).
- b) **Nondiscrimination on the Basis of Age** - the Contractor will comply with all applicable requirements of the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*), and Department of Health and Human Services’ (DHHS) implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR part 90), which prohibit discrimination against individuals on the basis of age. In addition, the Contractor agrees to comply with all applicable requirements of the Age Discrimination in Employment Act (ADEA) (29 U.S.C. 621 through 634), and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act” (29 CFR part 1625), which prohibit employment discrimination against individuals on the basis of age.

- c) **Disadvantaged Business Enterprise (DBE) Program** - to the extent required by federal law, regulation, or directive, the Contractor will take the following measures to facilitate participation by DBEs:
- (i) The Contractor will comply with MAP-21 Section 1101(b), 23 U.S.C. 101, which directs the Secretary of Transportation to expend not less than 10 percent of authorized federal funds with DBEs. This 10 percent national goal is aspirational and is used by the U.S. Department of Transportation to help monitor and evaluate DBE participation in DOT-assisted contracting opportunities.
 - (ii) The Contractor will comply with DOT regulation, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR part 26. Among other provisions, this regulation requires certain recipients of DOT federal financial assistance, namely state and local transportation agencies, to establish goals for the participation of disadvantaged entrepreneurs and certify the eligibility of DBE firms to participate in their DOT-assisted contracts.
 - (iii) The Contractor will not discriminate on the basis of race, color, sex, or national origin, in the award and performance of any third-party contract, or subagreement supported with federal assistance derived from DOT, or in the administration of its DBE Program, and will comply with the requirements of 49 CFR part 26. The Contractor will take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and subagreements supported with federal assistance derived from DOT. As required by 49 CFR part 26 and approved by DOT, the recipient's DBE Program is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The Contractor agrees that implementation of this DBE Program is a legal obligation, and that failure to carry out its terms may be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification by DOT to the recipient of a failure to implement its approved DBE Program, DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*

4.0 Commercial Driver's License (CDL)

All drivers of motor vehicles designed or used to transport more than fifteen passengers (including the driver) or of vehicles which have a gross combination weight rating of

26,001 pounds or more must have a CDL. Mechanics that drive the vehicles must also have a CDL.

5.0 Debarment and Suspension

The Contractor will comply with the DOT Governmentwide Debarment and Suspension (Nonprocurement) regulations (2 CFR part 1200) is to ensure that federal assistance funds are not provided to anyone who has been debarred, suspended, determined ineligible, or voluntarily excluded from participation in federally assisted transactions. The U.S. General Services Administration's (GSA) System for Award Management (SAM) provides a single comprehensive list of individuals and firms excluded by federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits. GSA maintains a website, at <https://www.sam.gov>, which is updated in real time as changes to the data occur.

- 5.1 DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 1200, incorporating OMB's debarment and suspension guidelines, 2 CFR part 180, requires disclosure of the status of persons and entities participating in:
- a) Third-party contracts or subagreements of \$25,000 or more at any tier;
 - b) Third-party contracts of any amount for federally required audit services (such as those required under the Single Audit Act Amendments); and
 - c) Third-party contracts or subagreements requiring official DOT approval.
- 5.2 Both participants in third-party contracts of any tier and subagreements of any tier are expected to ensure the status of persons participating in that agreement.
- 5.3 The awarding party must verify that the person is not excluded or disqualified by:
- a) Checking the SAM list of excluded parties maintained by the GSA and available at <https://www.sam.gov> (**Note:** Strongly recommended by FTA);
 - b) Collecting a certification from the prospective awardee; or
 - c) Adding a clause or condition to the third-party contract or subagreement with that awardee.

In addition, the Contractor and subcontractors participating in lower tier transactions must extend these requirements to their subcontractors. The prospective contractor, in turn must notify the recipient or third-party contractor (person at the next higher tier) if it knows whether or not it or any of its principals are presently excluded or disqualified under these regulations.

6.0 Drug and Alcohol Testing

In the interest of safety in transit operations, Contractor, in accordance with 49 U.S.C. 533, will establish a drug and alcohol testing program. FTA's implementing regulation is set forth at 49 CFR part 40 and 655.

The purpose of the testing program is to help prevent accidents, fatalities, and injuries resulting from misuse of alcohol or the use of prohibited drugs by employees who perform safety-sensitive functions. Contractor must certify annually that they are in compliance with DOT and FTA regulations concerning drug and alcohol testing (49 CFR parts 40 and 655, respectively).

FTA's regulation (49 CFR part 655) applies to "employers," and the term employer is defined as "a recipient [of FTA funding] or other entity that provides [public] transportation service or which performs a safety-sensitive function for such recipient or other entity." The term includes operators, and contractors. The regulation applies to the testing, start-up, and actual revenue operations of FTA-funded transit systems.

Contractor will test its employees who perform one or more of five transit safety-sensitive functions, which are defined at 49 CFR 655.4. The regulation requires the following six types of testing for illegal drug use and alcohol misuse: pre-employment (including transfer from a non-safety-sensitive position to a safety-sensitive position, and removal from the random pool for ninety days or more); reasonable suspicion; random; post-accident; return-to-duty (after a violation); and follow-up (a minimum of six tests in twelve months after returning to duty). Under 49 CFR part 40, return-to-duty and follow-up tests are required to be directly observed.

Contractor will establish and implement a substance abuse prevention program consisting primarily of a testing program but with elements requiring training and educating safety-sensitive employees. Contractor will develop a detailed policy statement that must be distributed to all safety-sensitive employees and employee organizations. In addition, 49 CFR part 655 Subpart D establishes prohibited alcohol concentration levels and behavior, and employers are directed to take specific action on the basis of the level of alcohol concentration.

Technical assistance materials and training information to help recipients implement the rules are available at FTA's website, <http://www.fta.dot.gov/safetysecurity/12533.html>, or through contacting the FTA Office of Transit Safety and Oversight, FTA headquarters.

7.0 Employee Political Activity

To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. Sections 1501-1508, and Sections 7324-7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with federal funds including a federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. 5323(1)(2) and 23 U.S.C.

142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of other agencies or entities performing related functions) receiving FTA assistance to whom the Hatch Act would otherwise apply.

8.0 Energy Conservation

The Contractor will comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 *et seq.* The Contractor, to the extent applicable, will perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C. Only after the completion of an energy assessment will FTA approve assistance for the construction, reconstruction, or modification of buildings for which the recipient submits an application. An energy assessment consists of an analysis of the total energy requirements of a building, within the scope of the proposed construction activity and at a level commensurate with the project size and scope. The energy assessment should consider: overall design of the facility or modification; materials and techniques used in construction or rehabilitation; special or innovative conservation features that may be used; fuel requirements for heating, cooling, and operations essential to the function of the structure projected over the life of the facility and including projected costs of this fuel; and the kind of energy the recipient will use.

9.0 Labor Protection

9.1 Davis-Bacon Act

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing-wage requirements on construction projects. In the event that any Contractor task involves construction, Section 5333(a) requires the secretary to ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the secretary of Labor and in accordance with the Davis-Bacon Act, as amended. The secretary may not approve any such loan or grant without first obtaining assurance that required labor standards would be maintained upon the construction work. This assurance is obtained when recipients accept grant funds and sign the Master Agreement.

9.2 Transit Employee Protection

Before FTA may award a grant for capital or operating assistance, fair and equitable arrangements must be made to protect the interests of transit employees affected by the proposed FTA assistance, 49 U.S.C. 5333(b) (formerly Section 13(c) of the Federal Transit Act, as amended). Those arrangements must be certified by the secretary of Labor as meeting the requirements of the law.

Questions concerning employee protective arrangements and related matters pertaining to transit employees should be addressed to the Division of Statutory Programs, Employment Standards Administration, U.S. Department of Labor, Room N-1519, 200 Constitution Avenue, NW, Washington, DC 20210; telephone, 202-693-1193; FAX, 202-693-1344.

9.3 Overtime Requirements

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 work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1)).

9.4 Liability for Unpaid Wages Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor will be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

9.5 Withholding for Unpaid Wages and Liquidated Damages

The Department of Transportation or Sound Transit may, 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 monies payable on account of work performed by the Contractor or 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 same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph B of this section. (29 CFR § 5.5(b)(3)).

9.6 Payroll and Basic Records

The Contractor or subcontractor will maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including

guards and watchmen, working on the Contract. Such records must contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

10.0 Use of Competitive Procurements

The Contractor will follow procurement requirements specified under 49 U.S.C. 5323 and 49 U.S.C. 5325. This includes utilizing a competitive procurement process and complying with applicable Buy America laws.

Contractor must use and certify competitive procurement procedures as determined by FTA and will not use procurements employing exclusionary or discriminatory specifications. 49 U.S.C. 5323(h)(2).

FTA Circular 4220.1, "Third Party Contracting Guidance," sets forth the requirements and procedures applicable to third-party contracts. A third-party contract refers to any purchase order or contract awarded by a recipient to a vendor or contractor using federal financial assistance awarded by FTA. FTA Circular 4220.1 contains guidelines for the general procurement requirements of the DOT Common Grant Rule, 49 CFR parts 18 and 19, and also includes specific statutory procurement provisions required by FTA's enabling legislation and other special concerns to FTA. Note that both the Common Grant Rule prohibits state or local preference provisions in procurements, except in certain restricted circumstances.

In addition to procurement and audit provisions that apply to architectural, engineering, and related services, 49 U.S.C. 5325 includes provisions affecting third-party procurements, including the general requirements for competition and prohibitions on the use of exclusionary or discriminatory specifications, requirements for award to other than low bidders, requirements for awards to responsible contractors, special rolling stock limitations, contract terms limited to five years, access of federal officials and the comptroller general to project records, authority for design-build projects, and an express federal preemption of any state law requiring bus purchases from in-state dealers.

11.0 Restrictions on Lobbying

Contractor may not use federal financial assistance to influence any member of Congress or an officer or employee of any agency in connection with the making of any federal contract, grant, or Cooperative Agreement in accordance with 31 U.S.C.1352(a). The Contractor and subcontractors at any tier awarded FTA assistance exceeding \$100,000 must complete and submit standard form SF-LLL, sign a certification so stating, and must disclose the expenditure of non-federal funds for such purposes. 49 CFR part 20.

Contractor may not use federal funds for lobbying congressional representatives or senators indirectly, such as by contributing to a lobbying organization or funding a grass-roots campaign to influence legislation.

12.0 Safety

MAP-21 amended 49 U.S.C. 5329 to provide FTA with the authority to establish a new comprehensive framework to oversee the safety of public transportation throughout the United States. The law requires, among other things, that DOT issue a National Public Transportation Safety Plan, establish safety performance criteria for all modes of public transportation, define a "state of good repair," establish minimum safety performance standards for public transportation vehicles, and develop a safety certification training program. Contractor will establish comprehensive agency safety plans for bus operations in accordance with FTA regulations when they are issued.

13.0 Sensitive Security Information

To the extent applicable, the Contractor will comply with 49 U.S.C. 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR part 15, and with 49 U.S.C. 114(s) and implementing Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 CFR part 1520.

14.0 Fly America

The Contractor will in accordance with 49 USC § 5325(g); 18 CFR Part 18.36 (i); 49 CFR Part 633.17, utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers, to the extent such service is available, unless travel by a foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service with a U.S. flag air carrier was not available or why it was necessary to use a foreign carrier and will, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor will include the requirements of this section in all subcontracts that may involve international air transportation.

15.0 Audit and Inspection of Records

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that Sound Transit, the Comptroller General of the United States or any of their duly authorized representatives, will, for the purpose of audit and examination be permitted to inspect and reproduce as needed all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to work under this contract. Further, Contractor agrees to maintain all required records for at least three years after Sound Transit makes final payment and all other pending matters are closed.

16.0 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or

fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(k)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project. The Contractor will include this clause in all subcontracts awarded under this Contract.

17.0 Environmental Requirements

The Contractor will comply with the following requirements:

17.1 Environmental Protection

The Contractor will comply with the applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, et seq., consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 et seq. and 40 CFR Part 1500, et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

17.2 Air Quality

The Contractor will comply with all applicable standards, orders, or regulations issued pursuant to 42 USC § 7606. The Contractor will 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 Environmental Protection Agency (EPA) Regional Office. The Contractor will include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17.3 Clean Water

The Contractor will comply with all applicable laws, regulations, and directives issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251-1377. The Contractor will report each violation to the 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. The Contractor will protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300f through 300j-6. The Contractor will include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

18.0 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor will provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

19.0 Patent Rights

19.1 If any invention, improvement, or discovery of the Contractor or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Contractor agrees to notify Sound Transit immediately and provide a detailed report in a format satisfactory to the FTA. The rights and responsibilities of the Contractor and the Sound Transit with respect to such invention, improvement or discovery shall be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

19.2 Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), Sound Transit and the Contractor will take the necessary actions to Provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

19.3 The Contractor will include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Contract to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 et seq., which applies to patent rights developed under a research project.

20.0 Rights to Data and Copyrights

Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

20.1 Federal Rights in Data and Copyrights

The Contractor will provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this subsection.

20.2 License Fees and Restrictions

FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Work to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, the Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 et seq., which applies to patent rights developed under a research project.

20.3 Restrictions on Access to Patent Rights

Nothing in this subsection pertaining to rights in data implies either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

20.4 Data Developed Without Federal Funding or Support

In connection with the Contract, the Contractor may find it necessary to provide data to Sound Transit developed without any Federal funding or support by the Federal Government. The requirements of Federal Rights in Data and Copyrights do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with this Contract. Nevertheless, Contractor understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

21.0 Termination Provisions Required

All Contracts and subcontracts in excess of \$10,000 must contain contractual provisions or conditions that allow for termination for cause and convenience by Sound Transit including the manner by which it shall be effected and the basis for settlement.

22.0 Breach Provisions Required

All Contracts in excess of \$100,000 must contain contractual provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor will include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

23.0 Substance Abuse

Contractor and its subcontractors will comply with U.S. OMB Guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, that implement the Drug-Free Workplace Act of 1988, 41 USC §§ 701 et seq., including any amendments to these U.S. DOT regulations when they are promulgated, and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 USC § 5331.

Exhibit J: ST Express Policies and Procedures

Includes three documents:

Operations

Customer Service

Fares



Operations

ST Express Policies and Procedures

Approved by TIG Steering Committee May 2014

A handwritten signature in black ink, appearing to read 'Benjamin...', written over a horizontal line.

Executive Director of Operations

6-12-14

Date

These ST Express Policies and Procedures are reviewed and updated by the *Operations* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Customer Service and Fares.

Revision History

Background: ST Express Policies and Procedures were formerly 14 separate documents, which made tracking changes and making and approving updates to all 14 documents cumbersome. In January 2014 they were combined into three separate documents according to their ownership TIG subcommittee. The former policies and procedures became major section headings or chapters in the table of contents for Operations and Customer Service documents. Fares had just one policy and procedure and it became its own stand alone document. The matrix below shows the new document organization:

Old Format			New Format	
#	Name	Subcommittee	Name	Subcommittee
1	Customer Comment Process	Customer Service	Operations 1. Emergencies 2. General Operating 3. New Procedures/ Revisions/Review 4. Adverse Weather/Snow Plan 5. Sounder Service interruption	Operations
2	Emergencies	Operations		
3	Fares	Fares		
4	General Operating	Operations		
5	Interagency Correspondence	Customer Service		
6	Lost and Found	Customer Service		
7	TTY or TDD Calls	Customer Service	Customer Service 1. Customer Comment Processing 2. Interagency Correspondence 3. Lost and found 4. TTY or TDD Calls 5. 888 Rider Information 6. Free Ride Tickets 7. Publication Review and Distribution Process	Customer Service
8	Transfers OBSOLETE	Fares		
9	888 Rider Information	Customer Service		
10	Free Ride Tickets	Customer Service		
11	New Procedure/Revisions	Operations		
12	Publication Review and Distribution Process	Customer Service		
13	Adverse Weather/Snow Plan	Operations		
14	Sounder Service Interruption Bus Plan	Operations	Fares	Fares

Additionally all staff contact lists that had been embedded in the old polices and procedures were moved to a separate document – one for Operations and one for Customer Service (there were no contact lists for Fares). Contact lists can be updated on an added as needed basis along with the TIG rosters and do not need formal review or approval.

Version	Date Revised	Nature of Change
0	January 2014	See background above. Changes made to “Safe Place” for readability and to “New Procedures/Revisions/Review” to reflect new format and signature required by Executive Director of Operations.

Table of Contents

1. Emergencies.....	7
Definition of Events.....	7
Sound Transit Notification Procedure	7
2. General Operating.....	9
On-Board Bus Camera Policy	9
Safe Place	9
Animals on Board.....	10
Bike and Ride Service	10
Coach Lighting	11
Stopping for Customers	11
Courtesy Stops.....	11
Emergency Equipment	11
Charter Bus and School Bus Operation Policy.....	11
3. New Procedures/Revisions/Review.....	13
4. Adverse Weather/Snow Plan	15
Phase 1 Pre-Season Preparedness.....	15
Phase 2 Snow Alert (24 Hour Notice)	15
Phase 3 Snow Alert (8 Hour Notice)	16
Phase 4 Snow Event	16
Phase 5 Snow Event (Sustained)	18
Phase 6 Recovery (Post-Snow Event)	19
5. Sounder Service Interruption Bus Plan.....	21
1.0 Overview	21
2.0 Responsibilities During a Sounder Service Interruption	21
3.0 Bus Bridge Protocol.....	22

1. Emergencies

Original date issued: 08/18/1999

Definition of Events

High Priority Emergencies requiring Sound Transit response:

A High Priority Emergency is defined as any event involving Sound Transit equipment or occurring on Sound Transit property in which:

- A passenger, employee, pedestrian, or member of the public being transported to a medical facility by Fire, Police or EMS with significant injuries and/or hospitalization is probable
- A fatality
- Property damage exceeding \$25,000
- Police response for a felony crime (examples: robbery, arson and drug sales)
- Fire response when there is significant damage to the bus
- Media response

Community Transit, King County Metro, and Pierce Transit will timely notify Sound Transit Bus Operations Manager or designee of any high priority emergency involving Sound Transit equipment or on Sound Transit property. To "timely notify" is generally defined to mean within 15-30 minutes of CT, KCM or PT awareness that an event is a High Priority Emergency.

A preliminary report for a High Priority Emergency must be submitted to Sound Transit Bus Operations Manager or designee the same day, if possible, or no later than 9:00 a.m. the next morning. At a minimum it should include route, location, time, description of incident, description of damage and injuries (if any). Sound Transit staff will review the report and may request follow up. Updates would follow if additional information became available.

Low Priority Incidents:

A Low Priority Incident is defined as any event occurring involving Sound Transit equipment or occurring on Sound Transit property resulting in:

- A passenger, employee, pedestrian, or member of the public receiving emergency medical services or in which emergency medical services are recommended but refused
- Estimated property damage greater than \$500 but less than \$25,000
- An altercation between passengers on the bus
- Police response for unlawful behavior

CT, KCM, PT will document all Low Priority Incidents in the daily service report log (per section 9.1.2).

Sound Transit Notification Procedure

Contact Sound Transit's Bus Operations Manager or designee and briefly describe the emergency:

- | |
|-----------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Emergency phone: (206) 398-5428 |
|-----------------------------------------------------------------------------------|

No further action is needed. It is Sound Transit's responsibility to alert their staff.

2. General Operating

Original date issued: 08/01/1999

Generally, the partner agency standard operating procedures will apply to Sound Transit services. This section identifies areas that would be an exception to the partner agency standard operating procedure.

On-Board Bus Camera Policy

Some portion of Sound Transit's bus fleet is equipped with a video and audio surveillance system for monitoring both inside and outside the bus. Since these buses are operated by all three partnering agencies, Sound Transit's policy is defer to the specific operating agency's policy. Sound Transit should be notified of "requests of significance" to view captured video and/or audio recording. Notification should be sent to the Sound Transit Bus Operations Manager by the partners as quickly as possible but no later than 24 hours after receiving the request. Significance is defined similar to a High Priority Emergency (Operating Policy #2 Emergency) and is any event involving Sound Transit equipment or occurring on Sound Transit property in which:

- A passenger, employee, pedestrian, or member of the public being transported to a medical facility by Fire, Police or EMS with apparently significant injuries and/or hospitalization is probable
- A fatality
- Anticipated property damage exceeding \$25,000
- Police response for a felony crime (examples: robbery, arson and drug sales)
- Fire response when there is costly or long-term damage to the bus
- Media response

Requests of significance also includes requests from law enforcement officials and public information requests. Requests from law enforcement agencies should also copy Sound Transit's Chief Security Officer.

Safe Place

KCM and KCM-operated Sound Transit ST buses, participate in "Safe Place," the national network of public and private businesses across the country that provide a connection for young people looking to get help from local youth service agencies. Each KCM and KCM-operated Sound Transit bus will bear a "Safe Place" decal on the exterior of the bus near the front and rear doors. This decal is intended to let youths know that they can board the bus and request assistance.

Once a youth has indicated he or she is in need of some sort of assistance, the operator asks one question, "Are you in immediate danger?" Whether the answer is yes or no, the operator contacts radio control to let them know a youth is on-board requesting assistance. Radio control will have a youth service agency staff member meet the bus en route. The youth need not to pay a fare. The youth may remain on the bus during recovery (layover). If the answer to the question is yes (immediate danger), Radio Control in conjunction with the youth service agency will determine if police assistance is needed. When the youth is met by the youth agency or if the youth leaves the bus before the meet can be made, the operator will contact Radio Control. Operators will not detain youths. Operators will complete an incident report.

PT and CT do not participate in this particular program. However, if a person (youth or adult), boarding a PT or CT operated bus requests assistance or indicates he/she is in danger, CT and PT's policy is for the Operator to contact Comm Center (Dispatch) immediately and to follow instructions.

Animals on Board

Animals are not allowed on the coach unless:

- They are in a container and less than 25 pounds. Animals over 25 lbs which are not service animals should not be transported.
- They are service animals.

Handlers must be in control of service animals at all times; animals must be on leashes.

(As of Sept. 2012, Department of Justice has amended its definition of service animals to include dogs only; Federal Transportation Administration has chosen to remain with the older definition which includes other species.)

Operators may ask if an animal is a pet, but **may not ask**:

- For special identification for a service animal (including wearing a vest).
- About the rider's disability.
- The rider to demonstrate the task which the animal has been trained to perform.

Bike and Ride Service

Sound Transit provides either a two or three bicycle rack secured outside to the front of the bus. This type of rack determines the capacity per bus. With the exception of folding bicycles, bicycles are not allowed inside Sound Transit buses.

- Sound Transit transports only single-seat, two-wheeled, non-fueled bicycles on its vehicles; electric bicycles meeting this criteria can be transported. Oversized, tandem, fueled or solid-wheel bicycles (including motorbikes and mopeds) with or without trailers are not permitted on any Sound Transit bus.
- Limited bicycle rack space is available on Sound Transit vehicles. Sound Transit encourages cyclists to consider parking their bicycles in racks or lockers at transit facilities rather than taking them on the vehicle.
- Bicycle rack space on Sound Transit vehicles is available free of charge on a first-come, first-served basis.
- Bicycles may be loaded or unloaded from any Sound Transit vehicle at any regular stop or station at any time.
- Sound Transit allows folding bicycles within its vehicles with the following limitations:
 - Any number of folding bicycles are allowed inside any Sound Transit vehicle at any time, as long as they are stowed with the passenger, under the passenger's seat.
 - Stored bicycles in the priority seating areas for elderly and disabled riders on any vehicle must be moved to accommodate wheelchairs or passengers who are senior or disabled.

Coach Lighting

All coaches in operation will use headlights at all times.

Stopping for Customers

Operators must stop at all designated Sound Transit bus zones where customers are waiting to board or wanting to deboard except as described below. Operators must pick up customers if the coach is stopped partially in the zone, and the rear of the coach is close enough to the curb so another vehicle cannot move between the curb and the coach. Also, operators of the third bus in a zone must make a second stop at the head of the zone.

Downtown Seattle (including the SoDo Busway):

KCM and CT operators must stop at all designated Sound Transit bus zones where customers are waiting to board or wanting to deboard in both the inbound and outbound directions.

PT operators heading inbound to downtown Seattle do not have to stop at designated stops unless a passenger on-board has pulled the signal requesting to deboard.

Courtesy Stops

Sound Transit does not allow for courtesy stops and Sound Transit does not operate a night stop program.

Emergency Equipment

All coaches at a minimum are equipped with:

- Fire extinguisher
- Triangles (three)
- Wheelblock(s)

Charter Bus and School Bus Operation Policy

Sound Transit does not operate Charter Bus or School Bus service per FTA regulations 49 U.S.C.5323(d), and 49 CFR Part 604 and 69 U.S.C. 5323(f) and 49 CFR Part 605.

3. New Procedures/Revisions/Review

Original date issued: 10/07/1999

The Operations, Customer Service, and Fares ST Express Policies and Procedures will be reviewed and updated as needed no less than every two years.

Contact lists for the ST Express Policies and Procedures will be kept as separate documents so that they can be updated as needed. The contact lists do not need to go through formal review or approval processes.

To submit a new section for an ST Express Policy and Procedure or revise an existing one, obtain the MS Word version from the TIG Coordinator. Work with the subcommittee to come to consensus on language. Enter agreed upon language into MS Word version using track changes, and delete the old "approved by TIG" date. Forward the draft to the TIG coordinator to put on the agenda for final TIG review and approval.

The TIG Coordinator will coordinate the approval process through the TIG and will obtain the signature of Sound Transit's Executive Director of Operations signature once all approvals are received. The TIG Coordinator will email the ST Express Policies and procedures to staff on the distribution list located in the Operations TIG Contacts.

4. Adverse Weather/Snow Plan

Original date issued: 10/2004

The policy of ST Express is to support ST's operating partners in providing effective bus service during adverse weather conditions by focusing effort on communicating changes in service to bus passengers. The following policy and procedure is a subset of the Operations Department snow plan and summarizes only the service activities for ST Express and facilities. The plan consists of six phases ranging from preparation to recovery.

Phase 1 Pre-Season Preparedness

ST Express:

By October 15th of each year, ST Express staff members perform the following:

- Review each partner's current Inclement Weather Plan
- Transcribe KCM run cuts into specific ST trip eliminations
- Make initial contact with partner agencies to review plans with particular attention given to communications protocols including a review of contact numbers
- Review implementation strategy with ST Customer Service Manager and External Communications staff
- Test home access for any Duty Officer personnel to ensure that all have ability and knowledge of login procedures from home.

Facilities:

Annual preparations for winter weather will begin September 1st and be finalized by October 31st. During this phase, the Director of Facilities and Asset Control shall assign the Plan's single point of responsibility for the implementation of the Plan. Additionally:

- Needed supplies, tools, and equipment will be procured and staged at the locations designated in the Plan
- Maintenance on equipment will be performed to ensure all is in good working condition. Training of staff on the proper use of the equipment will be conducted as needed during this preparation phase
- Facilities Maintenance staff will coordinate response plans and set forth performance expectations with contracted service providers for snow removal and winterization activities
- Roles, responsibilities, and communication protocol will be reviewed with Facilities Maintenance staff to ensure effective response during an event

Phase 2 Snow Alert (24 Hour Notice)

ST Express:

On the eve of an approaching event, approximately 24 – 36 hours prior ST Express staff will:

- Monitor KCM weather hotline (206-263-3441)
- Identify the Public Information Officer (PIO) and Customer Service Duty Officer (CSDO) for the event for each of the partners and for Sound Transit
- Contact PIOs and CSDOs early to:
 - exchange personal contact information
 - coordinate route information release time
 - review each route for foreseeable changes
- Warn public to expect unannounced delays in service
- Draft initial Route Information Matrix and issue to Customer Service for web publishing and Call Center reference

- Ensure the ST Express Ops Duty Officer has access to ST email/internal communications by home access or by having an ST issued laptop with him/her at all times

Facilities:

Customer Facilities staff will:

- Monitor weather forecast.
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Alert the Facilities Project Manager as to any forecasted adverse weather conditions that constitutes a reason to activate the plan.
- Maintain and enter data into facilities report log.
- Assess pending situation and activate plan as needed.
- Contact and coordinate with KCLR to ensure appropriate response measures are taken at all Central Link facilities.
- Review their individual responsibilities and ensure that equipment and supplies are ready to implement the plan.

Phase 3 Snow Alert (8 Hour Notice)

ST Express:

On the eve of an approaching event (approximately 8 hours prior), ST Express Bus Operations Duty Officer will contact partner agencies to review actions expected from Sound Transit.

Facilities:

Customer Facilities staff will:

- Continue to monitor weather forecast
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Activates as needed:
 - **Level One: Frost and/or ice and no snow** - De-icer will be applied to entire platform surface, ADA and pedestrian walkways to a width of 5', and parking lots as needed.
 - **Level Two: "Winter Storm Warning" issued by National Weather Service** - This escalates the status to expected arrival of a significant weather event that has the potential to disrupt our ability to provide service within the next 12 to 24 hours. The Customer Facilities Duty Officer will update Facilities, Security and Station Agents.

Phase 4 Snow Event

ST Express:

Regardless of its intensity, as inclement weather develops, the following procedures should be followed throughout the duration. The primary objective of ST Operation's staff during the event is to coordinate and consolidate service information from partner agencies and pass that information along to Customer Service, ST PIO and all other necessary personnel in regular updates in a prescribed format. The primary format is the ST Express Service Interruption Form (see attached). This form is an on-going detail of the current status of all ST operated routes. Information contained on it will be directly published to the internet and provided to customer service representatives in order to respond to telephone questions.

- Early morning partner briefings:

- KCM's adverse weather hotline should be consulted at 3:30 AM and re-checked as directed from the previous check-in.
- CT will issue hourly status reports via email throughout the course of the event.
- PT will conduct telephone briefings starting at 3:30 AM to review current status and the day's outlook.
- On-going partner briefings:
 - KCM will schedule regular updates via the adverse weather hotline;
 - CT will issue hourly emails throughout the event;
 - PT will schedule conference calls at regular intervals and call in to pinpoint specific issues that require immediate attention.
- **KCM** - When snow is predicted to accumulate greater than 1 inch or is actually falling across all or portions of the service area and temperatures are predicted to be at 34°F or lower, actions that affect ST operations are likely to include:
 - Implementation of snow routes on some or all services.
 - Additional trips cut from service, system wide.
 - All buses are chained.
 - Some routes are cancelled (depending on specific conditions).
 - Service on Routes 555 and 556 is supplemented by chained shuttles between Issaquah and the Issaquah Highlands PNR.
- **CT** - Because of the existence of a weather convergence area in much of CT's service area, weather conditions throughout Snohomish County can be very different from those in the remainder of ST's service area. Therefore, it is not unusual for emergency conditions to exist in CT's service area and nowhere else in the region.
 - Because of the relatively few ST services operated by CT, operating conditions are reviewed on a route by route basis and individual modifications are made as specific conditions warrant. The final decision is made in collaboration with CT, First Transit personnel and ST Express Operations staff.
- **PT** - Upon consultation with Sound Transit Bus Operations personnel, PT will implement a shuttle based service in Seattle for all ST services. This strategy incorporates the use of chained 40' buses operating along normal bus stop locations served by PT operated services with the use of 45' high capacity coaches limited to freeway travel. Passengers are transferred between the two coaches at pre-determined locations.
- All route data should be compiled on the ST Express Service Interruption Form and forwarded to the Customer Service Duty Officer and PIO before 4:00 AM. Check in with the Customer Service Duty Officer via telephone shortly after sending the email to confirm receipt.
- *If any partner is going to substitute a Sunday schedule, confirm which routing they intend to use; Sunday routing may be different than weekday routing.*
- *Communication to passengers should include to not only expect delays, but to expect overcrowding. Where practical, passengers should be directed to Sounder services or Link services which will likely not be affected.*
- *Thinking 24 hours ahead is critical, especially for early morning services. In a bad event early morning pull-outs may be hampered by a lack of operator availability and not by bad road*

conditions. Craft an appropriate message to explain that roads may have improved, but buses may still not get out on schedule.

Facilities:

Customer Facilities staff will:

- Continue to monitor weather forecast.
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Implement as needed:
 - **Two inches or less of snow, single day event:**
Accessible paths will be cleared on platforms and pedestrian walkways, and de-icer applied. For Sounder platforms, a 10 feet pathway is to be cleared including the yellow caution line and welcome mats. All other accessible pathways and pedestrian walkways are to be cleared to a width of 5 feet. Parking lots will be plowed and sanded as needed.
- Manage each facility in the following level of priority:
 - Sounder Stations
 - Boarding Platforms
 - ADA accessible routes
 - Surface Lots
 - Transit Centers (as resources are available): Partner agencies who typically receive field reports may send requests for specific locations to be priorities and Sound Transit will attempt to meet these needs depending on staffing availability.
 - ADA accessible routes
 - Boarding platforms
 - Surface lots
 - Parking Garages
 - ADA accessible routes
 - Boarding platforms
 - Surface lots
 - Union Station
 - ADA accessible routes (including Weller St Bridge)

Phase 5 Snow Event (Sustained)

ST Express:

- **KCM** - when snow accumulates greater than four inches across the service area and temperatures are predicted to be at 34°F or lower or snow is on the ground county-wide and multiple days of snow on the ground are predicted. Actions that affect ST operations include:
 - KCM operates a significantly reduced level of service on core trunk and life-line routes that includes some ST routes.
 - This may last several days as conditions dictate.
- **PT and CT** – will continue to operate as in Phase 4 without any further pre-planned reductions in service.

- Briefings: Briefing will continue as described in “Phase 4 Snow Event”.

Facilities:

For any accumulation of snow, multi-day event:

- Accessible paths will be cleared and maintained on platforms and pedestrian walkways throughout the event.
- De-icer will be applied as snow is cleared. For Sounder platforms, a 10 foot pathway is to be cleared including the yellow caution line and welcome mats. All other Accessible pathways and pedestrian walkways are to be cleared to a width of 5 foot.
- Parking lots will be plowed and sanded throughout the event.
- Special care will be taken to prevent accumulations of ice, e.g. clearing standing water to prevent re-freezing from occurring.

For any combination of snow and/or ice that results in conditions that cannot be mitigated during the event due to inadequate resources and/or excessive risk exposure to staff and the general public Facilities Maintenance will make recommendations for closure of facilities.

Phase 6 Recovery (Post-Snow Event)

ST Express:

As the event clears ST Express Staff will coordinate a return to service stand-down with all three partner agencies and communicate that strategy to ST Customer Service.

Soon after the event clears and operations return to normal, all three partner agencies will prepare an event review analysis. These reports should be incorporated into ST’s post event lessons learned. This post event analysis establishes a record of how to properly handle future events by building upon past experience.

Facilities:

Immediately following a winter weather event, conditions in affected areas will be assessed and appropriately addressed. Obvious hazards will be communicated to the Safety and Security Department. Any damage that impacts service will be communicated to the appropriate department head. During the recovery phase, supplies, tools and equipment will be inspected, repaired, or replenished and returned to its designated staging area in preparation for the next event. Facilities Maintenance staff will debrief and make recommendations for any needed changes to the plan for improved effectiveness.

After the winter season, the assigned Facilities Project Manager will conduct a post season meeting.

Topics covered shall include:

- Lessons learned, updates to the plan and accomplishments
- Restoration efforts including any repairs, clean up, or other forms of response to be coordinated by the Facilities Maintenance Department.

5. Sounder Service Interruption Bus Plan

Original date issued: 06/22/2000

1.0 Overview

Occasional interruptions of Sounder commuter rail service may occur due to mudslides, accidents, or mechanical problems. The Sounder Duty Officer is responsible for determining the level of response needed for a Sounder service interruption. For Sound Transit's internal communications, that response is categorized into three levels:

Level 1 – Minor Service Delays potentially less than 10 minutes.

Level 2 – Significant Service Delays potentially more than 10 minutes but less than 75 minutes.

Level 3 – Major Service Disruptions potentially more than 75 minutes or severely impacting service schedule.

Partner agencies will typically be contacted for Level 2 and Level 3 service interruptions to a.) be aware of overload potential on existing routes, b.) provide additional service on existing routes, or c.) provide bus bridge services for Sounder passengers.

2.0 Responsibilities During a Sounder Service Interruption

2.1 Sounder Duty Officer

When Sound Transit determines a significant service interruption response is required, the Sounder Duty Officer will:

2.1.1 Contact BNSF operations managers to determine:

- The time and location of the incident
- The nature of the incident
- The probable duration of the disruption
- Actions BNSF is taking to resolve the issue
- Nature and extent of injuries (if applicable)
- Emergency response measures and status

2.1.2 Contact the appropriate internal staff through use of Command Post email or Command Post Staff email depending on the level of the event.

2.1.3 Make follow-up phone calls to the duty officers for ST Express Bus, Customer Service, Customer Facilities, and Media Relations, as needed, and to Sound Transit executive leadership, as needed.

2.2 ST Express Duty Officer

The ST Express Bus Duty Officer will ascertain the level of response needed from the partner agencies. The ST Express Bus Duty Officer will then contact the partner agency in whose district the interruption is occurring and will:

- Inform the Communications Center of possible overload conditions on existing routes, or
- The need for addition service on existing routes, or
- The need for a bus bridge

2.3 Partner Agency

The partner agency will inform Sound Transit within twenty minutes of the request whether it will provide any of the service requested.

3.0 Bus Bridge Protocol

In the event that a bus bridge is needed, the ST Express Bus Duty Officer will provide the partner agency's Communications Center staff with the agreed upon information as defined in Attachment A. If the partner agency declines to provide the service or can only partially meet the request, then Sound Transit will contact other agencies for assistance. If a partner agency agrees to provide some or all of the requested service, it will:

- Arrange for its designated lead to meet the Sound Transit and/or BNSF representative at the location of the event
- Provide the name, pager/c-phone number of the partner agency lead and estimated time of arrival to the Sound Transit lead
- Notify its internal customer service and media relations staff
- Contact ST Express Bus Duty Officer if no contact has been made and they think some level of coordination is needed.

All parties understand that the BNSF representative will determine what activities can/cannot occur on BNSF property; the transit partner representative will ensure that all buses meet ADA accessibility requirements and determine where the buses can travel; and the ST Express Duty Officer will facilitate the discussion.

Once the ST Express Bus Duty Officer has determined when and where a bus bridge is possible, Sound Transit, BNSF and partner agency representatives will discuss and agree upon the following:

- Procedure and location for loading passengers onto buses; and
- Route to be used by buses to and from the incident location.

3.1 Sound Transit Media Protocol

The Sound Transit Media Relation's staff (PIO) will:

- Contact the media to provide information about the event requests
- If necessary go to the event scene and be the agency spokesperson
- Contact partner agency's media staff when coordination is needed and/or to discuss information requests
- Use the current media operating procedures
- Coordinate with the Sound Transit designated lead at the scene
- Coordinate with internal customer services staff as needed

3.2 Sound Transit Customer Services Protocol

Sound Transit customer services staff will:

- Issue Rider Alerts
- Update customer information sites
- Coordinate with media staff

3.3 Sound Transit Facilities Station Agent Protocol

Sound Transit station agent supervisors will:

- Communicate with the Customer Facilities Duty and station agents, relaying updates as needed to both station agents and to the Customer Facilities Duty Officer
- Provide additional support to agents on scene as needed

Sound Transit station agents will:

- Communicate changes at the station to the station agent supervisors and to the Customer Facilities Duty Officer
- Inform riders of the situation and continue to provide updates as received
- Assist riders with alternative bus connection services
- Assist in directing partner agencies to bus staging and loading areas
- Direct riders to back-up bus services
- Implement crowd control

3.4 Transit Partner Call Protocol

The partner agency's Communications Center staff is responsible for their internal communications per their procedures. The Partner Transit Agency Contact List is included for their use in the Operations TIG Contacts for ST Express Policies and Procedures.

3.5 Incident/Training Debriefing

After an incident or training, a debriefing may take place where the participants can discuss facts and observations. Sound Transit staff will coordinate and facilitate the debriefing.

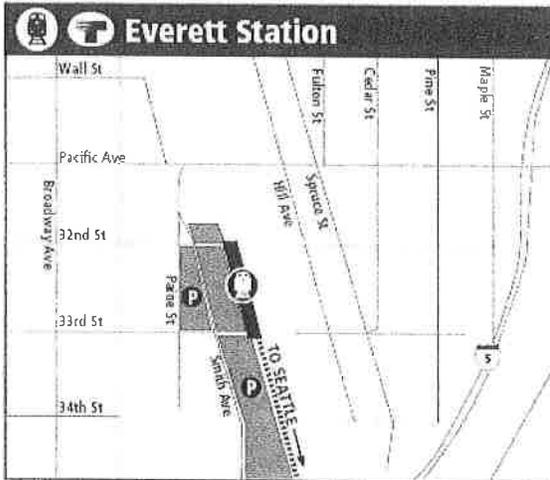
3.6 Operations TIG Committee

The Operations TIG Committee will review and update the operating procedures as needed.

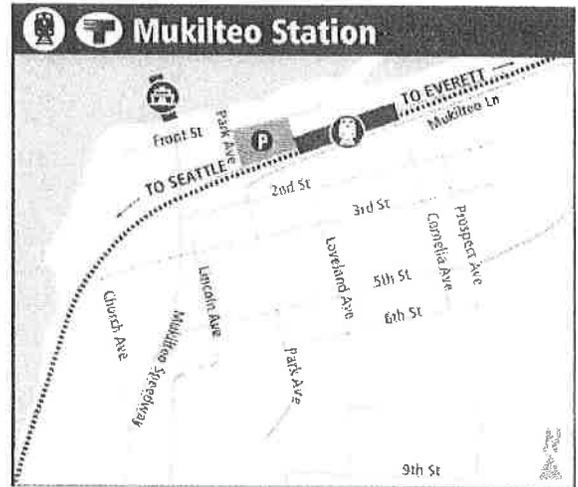
3.7 Information provided by Sound Transit

Sound Transit will provide maps and locations of stations to the partner agencies.

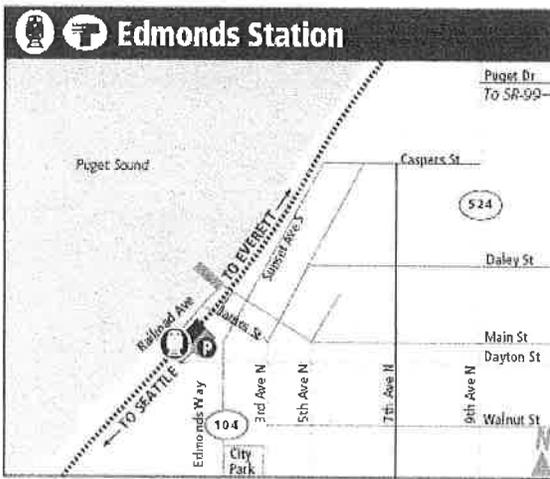
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920 1st Street, Mukilteo, WA



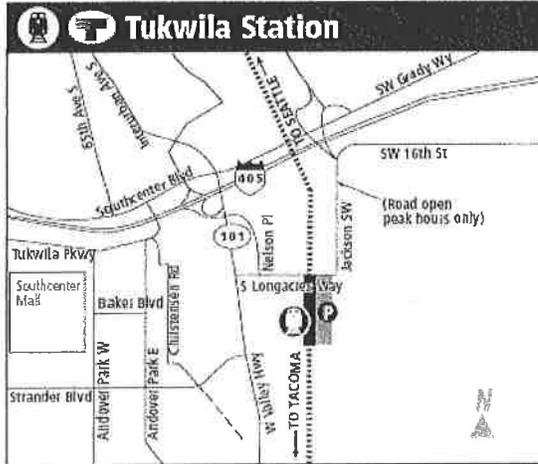
211 Railroad Ave., Edmonds, WA



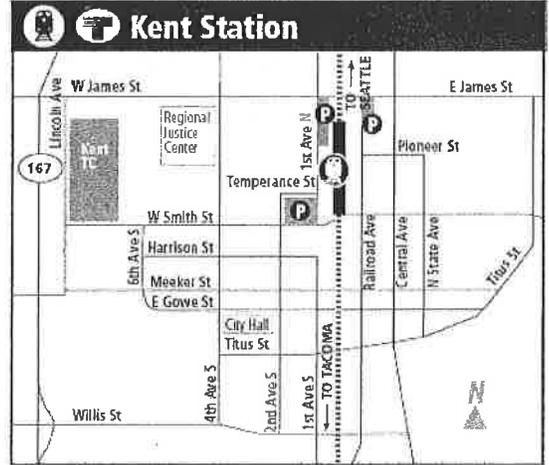
301 South Jackson St., Seattle, WA



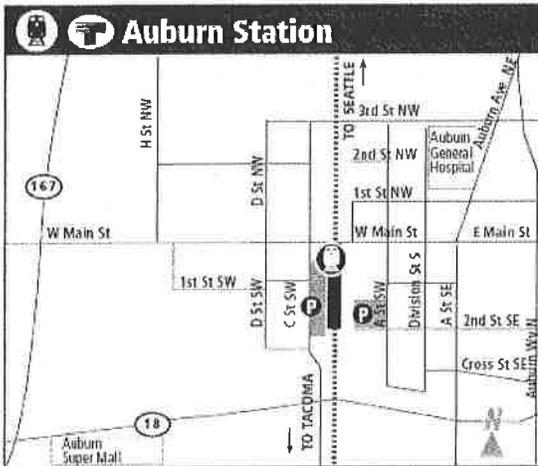
7301 South 158th Street, Tukwila, WA



301 Railroad Ave., Kent, WA



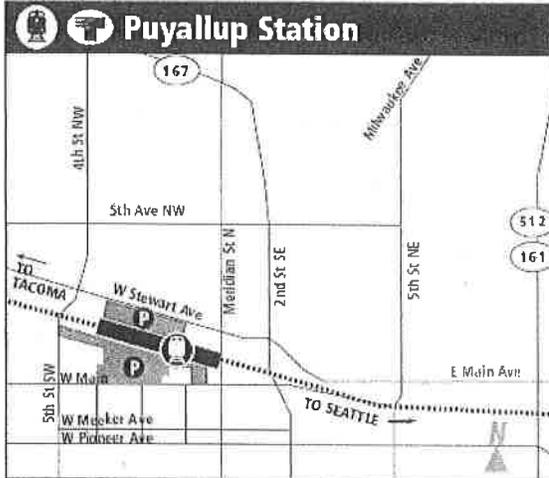
3 A Street SW, Auburn, WA



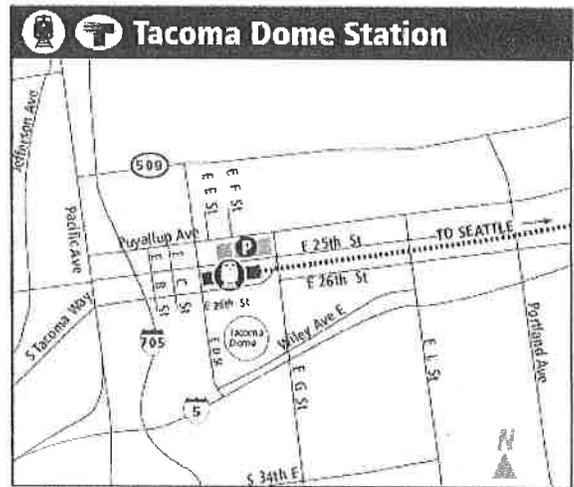
810 Maple Street, Sumner, WA



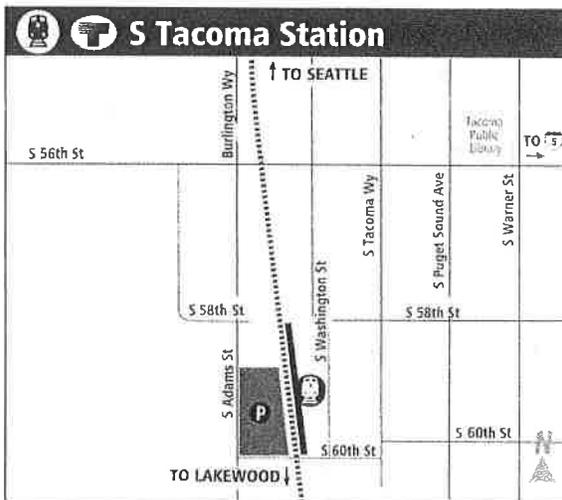
131 West Main Street, Puyallup, WA



424 East 25th, Tacoma, WA



5650 S. Washington St., Tacoma



11424 Pacific Highway SW, Lakewood



Attachment A: Information about Service Request

The following information will be provided to the partner agency Communications Center by Sound Transit when requesting services:

1. Nature of the incident (accident, flood, mechanical trouble, etc):
2. Location of the incident (cross streets if available):
3. Approximate number of passengers needing transportation:
4. Name of the person making the request and the call back number:
5. Name of the contact person at the scene, c-phone number and where the person will be:

Optional Information:

1. Location to where the customers are to be transported?
2. Any special instructions for the partner agency:
3. Locations where customers might be besides the incident scene:

Time of the call: _____ Date: _____

Person taking call: _____



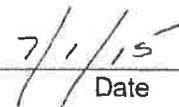
Customer Service

ST Express Policies and Procedures

Approved by TIG Steering Committee June 23, 2015



Executive Director of Operations



Date

These ST Express Policies and Procedures are reviewed and updated by the *Customer Service* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Operations and Fares.

Revision History

Background: ST Express Policies and Procedures were formerly 14 separate documents, which made tracking changes and making and approving updates to all 14 documents cumbersome. In January 2014 they were combined into three separate documents according to their ownership TIG subcommittee. The former policies and procedures became major section headings or chapters in the table of contents for Operations and Customer Service documents. Fares had just one policy and procedure and it became its own stand alone document. The matrix below shows the new document organization:

Old Format			New Format	
#	Name	Subcommittee	Name	Subcommittee
1	Customer Comment Process	Customer Service	Operations 1. Emergencies 2. General Operating 3. New Procedures/ Revisions/Review 4. Adverse Weather/Snow Plan 5. Sounder Service interruption Customer Service 1. Customer Comment Processing 2. Interagency Correspondence 3. Lost and found 4. TTY or TDD Calls 5. 888 Rider Information 6. Free Ride Tickets 7. Publication Review and Distribution Process	Operations
2	Emergencies	Operations		
3	Fares	Fares		
4	General Operating	Operations		
5	Interagency Correspondence	Customer Service		
6	Lost and Found	Customer Service		
7	TTY or TDD Calls	Customer Service		
8	Transfers OBSOLETE	Fares		
9	888 Rider Information	Customer Service		
10	Free Ride Tickets	Customer Service		
11	New Procedure/Revisions	Operations		
12	Publication Review and Distribution Process	Customer Service		
13	Adverse Weather/Snow Plan	Operations		
14	Sounder Service Interruption Bus Plan	Operations	Fares	Fares

Additionally all staff contact lists that had been embedded in the old policies and procedures were moved to a separate document -- one for Operations and one for Customer Service (there were no contact lists for Fares). Contact lists can be updated on an added as needed basis along with the TIG rosters and do not need formal review or approval.

Version	Date Revised	Nature of Change
0	January 2014	See background above. Policy 10 Free Ride Tickets was rewritten for clarity but the policy itself did not change.
1	June 2015	Updates to Section 3 Lost and Found. Sat., Sun., and holiday info will be available by 1 p.m. instead of noon next service day. KCM matrix was updated to reflect current practice.

Table of Contents

1. Customer Comment Processing	7
Routine Comments	7
Interagency Comments	7
Urgent/Red Flag Comments	8
Disability Civil Rights Complaints	8
Risk Management Comments	8
2. Interagency Correspondence	9
E-Mail Message and Letter Responses	9
3. Lost and Found	13
General Procedure – St Express Bus	13
General Procedure – Sounder Commuter Rail	16
General Procedure – Central Link Light Rail	16
General Procedure – Tacoma Link Light Rail	16
4. TTY or TDD Calls	17
5. 888 Rider Information	19
6. Free Ride Tickets	21
Purpose	21
Types of Free Ride Tickets	21
Procedures for Annual Free Ride Ticket Distribution	21
Procedures For Requesting Tickets After Initial Allotment	22
Appeal Process	22
Roles and Responsibilities	22
Expiration	22
7. Publication Review and Distribution Process	25
Production Schedule	25
Review Process	25
Naming Convention	25
Distribution	26

1. Customer Comment Processing

Original date issued: 08/18/1999

Sound Transit customer comments received by participating agencies will be processed using the following guidelines. This process shall be applied to all commendations, complaints, and service requests received regarding any route, trip, or facility operated or supported by Sound Transit. The trip/route or facility may be operated or maintained by Community Transit, Everett Transit, King County Metro, or Pierce Transit. This process is applicable to all forms of communication: telephone calls, e-mails, letters, faxes, and in-person contacts.

Any customer comment received by a partner agency that requires a policy decision or an explanation from Sound Transit will be forwarded to the Sound Transit Customer Services Supervisor. Sound Transit will respond to all policy questions. If the partner agency is uncertain whether the question requires a response from Sound Transit, the partner agency will contact the Customer Services Supervisor to discuss the issue. When Sound Transit responds to a comment forwarded by a partner agency, a copy of the response will be sent to that partner agency.

Please refer to 2. Interagency Correspondence for additional information.

Routine Comments

These are non-emergency issues such as commendations, discourteous conduct, late operation, shelter location, and litter at a zone.

1. The agency follows existing agency procedures when processing comments expressed about a route, trip, or facility operated or maintained by the agency receiving the comment and routine comments regarding federally mandated accommodations such as stop announcement or lift operations.
2. The agency includes the item in its monthly report to Sound Transit.

Interagency Comments

These are routine comments received by one participating agency that are applicable to another participating agency (i.e. Pierce Transit receives a call regarding ST Route 550, a route operated by King County Metro for Sound Transit).

1. Politely explain that a different agency is responsible for the service and offer the toll-free phone number for a connection to that service.
2. If the caller insists that the information be taken, regardless of agency, send an email or complete an Interagency Transmittal Form with available information and email to the appropriate agency, identified in Partner Agency Contacts list.

Obtaining and relaying accurate information in a timely manner is essential to the success of this process. Agencies will provide information as it is/was relayed to them by the customer or person making the contact. It is incumbent upon the responsible (receiving) agency to re-verify the information relayed to them.

Urgent/Red Flag Comments

These are time sensitive or critical concerns expressed by a customer such as the report of an employee, while on duty, using or suspected of being under the influence of drugs or alcohol; the report of a threat from a driver toward a passenger; or the report of an assault by a driver toward a passenger.

ADA related comments require contact within 24 hours. These are comments from a customer with a disability regarding harassment, action by the operator such as routinely being passed up or accessible equipment not working.

Due to the nature of urgent/red flag comments, follow existing agency procedures and inform the Sound Transit contact listed below. For ADA issues contact Michael Miller or his designee within 24 hours from the receipt at the agency. These time sensitive or critical concerns require immediate notification.

Disability Civil Rights Complaints

In the event a partner agency receives a formal disability-related civil rights complaint about Sound Transit services or facilities from a local, state or federal agency, the partner agency will immediately contact Sound Transit. If the complaint is solely about Sound Transit services or facilities, Sound Transit will take the lead in responding to such complaints. The partner agency will participate by investigating the complaint and providing Sound Transit with a detailed response to the allegations. If the complaint involves services provided by both the partner agency and Sound Transit, both agencies will work cooperatively to investigate and provide a formal response (joint or separate, as appropriate) to the civil rights agency.

Risk Management Comments

These are comments involving a claim for damage or injury. Follow existing agency procedures and inform the Sound Transit contact as soon as possible.

2. Interagency Correspondence

Original date issued: 08/18/1999

Correspondence received and/or generated by Sound Transit and/or partner agencies will be processed using the following guidelines. This process shall be applied when a written acknowledgment to a letter, e-mail message, or fax is required or appropriate.

E-Mail Message and Letter Responses

Sound Transit and partner agency staffs are expected to respond to customers by email or letter, when appropriate, as soon as possible but no longer than 10 days from the receipt at the agency. If a customer response letter cannot be sent within the 10 day period, the response time can be extended using an interim response (letter) to the customer.

King County Metro will respond within 21 days from the receipt at the agency, but will attempt to respond to customer comments at their earliest opportunity. If a customer response letter cannot be sent within the 21 day period, the response time can be extended using an interim response (letter) to the customer.

When responding to customer concerns, Sound Transit and partner agency staff may choose to use the generic response, offer a routine or specialized response, or refer the e-mail/letter to a Sound Transit point of contact for response, as appropriate.

- When a definitive answer to a customer concern is not required or may not be available for an extended period of time, the generic response may be used to assure the customer their concern has been documented and that appropriate action is/will be taken. For example, a customer has sent an e-mail commending an employee or expressing concern about a future plan and the question may not be immediately answerable.
 - If the generic response is used as an interim reply, ensure that the need for a follow-up reply is noted in your tracking system and forwarded to the customer in a timely manner.
 - In some cases, providing a routine or specialized response may be appropriate. When doing so, follow existing agency guidelines and coordinate the response between agencies, as required, using the attached sample Interagency Transmittal Form as a guide for essential details to include.
 - If the receiving agency is unable to provide a response and/or a response directly from Sound Transit staff or a partner agency is deemed appropriate, forward the e-mail requiring a response to the appropriate agency including essential details noted on the attached sample Interagency Transmittal Form.
 - When e-mail is received from an official (i.e. member of County Council), process the concern following current agency guidelines. If it appears that several persons (internal or external to your agency) have been copied on the e-mail, inform the others that you are taking the lead and will respond, copying your response to each. Please ensure that your partner agency counterpart(s) is/are informed of the concern as soon as possible.
- * At Sound Transit, specialized letters will be documented in the Sound Transit customer comment tracking database (CRM) and assigned a tracking number, point of contact, etc.

* The Sound Transit Customer Services Supervisor or Senior Customer Service Representative will assign and monitor due dates for correspondence received by Sound Transit.

Draft letters will be provided to/from internal sources or partner agency using the format/template provided by Sound Transit and e-mailed whenever possible to eliminate unnecessary printing and time delays. See the attached example for a typical response.

Upon approval, final letter will be signed by partner agency on behalf of Sound Transit. To avoid confusion, responses should indicate that, as a partner agency, you are responding on behalf of Sound Transit. Sound Transit will receive copy.

Routine letters are sent to customers in response to a letter, telephone call, e-mail, or fax that addresses non-sensitive routine items. The coordination of the response with another agency is not required for routine letters, but the customer has indicated that a formal response is expected. Use the above guidelines for preparing and finalizing these letters.

Specialized letters are sent to customers in response to a letter, telephone call, e-mail, or fax, and internal or external coordination is required to complete the reply. These letters will usually address, but are not limited to, sensitive, urgent, and non-routine items, and the writer has indicated that a formal response is expected. Use the above guidelines for preparing and finalizing these letters.

SAMPLE Interagency Transmittal Form

Below is a sample form for recording and transmitting customer comments on Sound Transit Service and Facilities.

Click or tab to the shaded areas to enter all available details received from the caller.

The customer's address and/or phone number are essential, as additional information may be required.

From: (check one)

Community Transit	<input type="checkbox"/>
Everett Transit	<input type="checkbox"/>
Kitsap Transit	<input type="checkbox"/>
Metro Transit	<input type="checkbox"/>
Pierce Transit	<input type="checkbox"/>
Sound Transit	<input type="checkbox"/>
WSF	<input type="checkbox"/>

To: (check one)

Community Transit	<input type="checkbox"/>
Everett Transit	<input type="checkbox"/>
Kitsap Transit	<input type="checkbox"/>
Metro Transit	<input type="checkbox"/>
Pierce Transit	<input type="checkbox"/>
Sound Transit	<input type="checkbox"/>
WSF	<input type="checkbox"/>

Received

Comment Taken By			
Date of Contact			
Time of Contact			
Via:(check one)	Telephone <input type="checkbox"/>	Letter <input type="checkbox"/>	In Person <input type="checkbox"/>
	Fax <input type="checkbox"/>	Email <input type="checkbox"/>	

Customer Information

Name			
Address			
City	State/ZIP		
Phone (home)			
Phone (work)			
E-mail			
FAX			

Incident Details

Incident Date	
Incident Time	
Incident Location	
Direction of Travel (Caller)	
Direction of Travel (Bus)	
Route #	
Vehicle #	
Driver Description	
Reply Requested (Y/N)	

Customer's Statement

--

3. Lost and Found

Original date issued: 08/18/1999

Lost and found items for Sound Transit ST Express bus service will be managed regionally and all partner agencies will handle Sound Transit lost and found items in their usual manner. Sound Transit is responsible for handling items found on Sounder commuter rail. However, King County Metro will update the Lost and Found database daily for items found on Central Link trains and Pierce Transit will handle items found on Tacoma Link light rail per the Tacoma Dome Station Agreement. Items found at bus platforms of joint facilities such as Sounder Stations (Sumner, Puyallup, Auburn and Kent) and the Federal Way Transit Center may be handled by the local agency.

Each partner agency will update their lost and found data per agency guidelines. Note that Community Transit does not use a database for lost and found items. The information for Saturday, Sunday and holidays will be available by 1 p.m. on the next service day.

General Procedure – St Express Bus

A customer who has lost an item contacts an agency.

If the item the customer lost was on ST Express Bus service provided by another agency, the agency taking the call provides contact information for the other agency to the customer, including the location, hours of service and telephone number. See the Customer Service Contacts list for Lost and Found Routing Contacts.

At times, the agencies may agree, due to the circumstances, that they will assist in the retrieving of the item and will determine what those arrangements will be.

Procedures for Emergencies or for Items of Significant Value

During the regular business hours of a partner agency you are trying to contact, do the following:

- First step: Call the partner agency contact listed on the Lost and Found Routing matrix above.
- Second step: If unable to reach the partner agency contact, call the partner agency Communications Center whose number is listed on the following page.
- The agencies will make arrangements for the item exchange with the customer and provide whatever assistance they deem necessary.

Partner Agency Communications/Control Center/Dispatch Phone Numbers

It is agreed among the partner agencies that the Communications Center contact numbers are confidential and for internal use only. They are not to be given out to non-agency staff.

Agency

Telephone Number

Community Transit Communications Control Center

(425) 348-7155

Everett Transit Scheduler's Office

(425) 257-8984 or pager (425) 388-2137 (after hours emergency calls to ET Route Inspector)

Pierce Transit Communications Center (253) 581-8109
King County Metro Communications Center (206) 684-1705

5. The agency will make arrangements for the item exchange for the customer and provide whatever assistance they deem necessary.

In order to provide customers with basic lost and found process information for a partner agency, the following matrix is provided as an overview of partner agencies Lost and Found processes.

Lost and Found Matrix

Process	CT	KCM	PT
Questions for caller	<ul style="list-style-type: none"> when did loss occur route number time and day where customer sat on bus 	<ul style="list-style-type: none"> when did loss occur what route valuable or non-valuable if valuable, where customer was sitting 	<ul style="list-style-type: none"> when did loss occur time/day what route where customer sat on bus
Regular	<ul style="list-style-type: none"> customer to arrange pick-up or send postage to CT and CT will mail the item RideStore, 20110 46th Ave W, Lynnwood, weekdays from 7 a.m. – 6 p.m., p.m. (425) 348-2350 	<ul style="list-style-type: none"> customer can pick up or trace bus for customer to meet King Street Center, 201 S. Jackson St. weekdays 8:30 a.m.-4:30 p.m., Mon-Fri. Closed 1-2 p.m. for lunch (206)553-3000 	<ul style="list-style-type: none"> customer pick up trace bus for customer to meet Bus Shop Tacoma Dome Station from 7:00 a.m. to 6 p.m. (253)581-8000, listen for Lost and Found Option
Emergency <ul style="list-style-type: none"> During Business Hours 	<ul style="list-style-type: none"> CSR will arrange to have a supervisor get item back to customer ASAP 	<ul style="list-style-type: none"> CSR contacts Control Center, who will contact the driver to locate the item customer has option of meeting bus and obtaining the item from the driver or waiting until the next day and picking it up Routine or emergency calls to Customer Information Office @ (206)553-3000 	<ul style="list-style-type: none"> contact dispatch (24 hr dispatch access)

Bikes	<ul style="list-style-type: none"> • Bikes are held for 10 days then taken to Sheriff 	<ul style="list-style-type: none"> • Bikes are sent to surplus, which holds them for 10 calendar days and then gives them to various charities 	<ul style="list-style-type: none"> • Bikes lost on the bus are turned in to our headquarters location 3701 96th St. SW Lakewood. After fourteen days, bikes are donated. The Property Room is open from 8 am to 4:30 pm on weekdays.
Retention Policy	<ul style="list-style-type: none"> • 30 days; then to Sheriff for additional 60 days 	<ul style="list-style-type: none"> • 14 calendar days 	<ul style="list-style-type: none"> • 14 days for non-valuable items • 28 days for valuable • prescription glasses and cell phones are donated to various charities.

General Procedure – Sounder Commuter Rail

1. Sounder lost and found items will be managed internally by the Sound Transit. Security officers on board the trains receive found items from the conductor and Amtrak cleaning crews. The items are logged and held for 10 days at the ST Security Dispatch Office, Union Station Concourse, 401 S. Jackson Street.
2. A customer who has lost an item contacts the ST Customer Service Office. Questions to ask the caller include:
 - When did the loss occur?
 - What train/time of day/direction of travel?
 - Seattle-Tacoma service or Seattle-Everett service?
 - Valuable or non-valuable item and description?
 - Where was customer sitting?
3. Sound Transit staff makes determination whether item was lost on Sounder train or bus and directs caller appropriately.
 - Customer Service Assistant may contact the Security Office to inquire if Sounder item has been received.
4. In special emergencies, other arrangements may be possible. The Customer Service Assistant may:
 - Arrange to have Sound Transit Security Officer, transit partner supervisor, conductor or staff get item back to customer ASAP, or
 - Contact BNSF/Amtrak to obtain item.

General Procedure – Central Link Light Rail

Central Link lost and found items will be managed by King County Metro Transit. Items are held at the King Street Center, 201 S. Jackson St., Seattle.

General Procedure – Tacoma Link Light Rail

Tacoma Link lost and found items will be managed by Pierce Transit. Security officers or Link operators will drop items off at Tacoma Dome Station. Items are held at the PT Bus Shop, 505 E. 25th Street, Tacoma..

4. TTY or TDD Calls

Original date issued: 08/18/1999

Per agreement in the Customer Services Committee of the Transit Integration Group, TTY or TDD calls may be routed and responded to by partner agencies for the ST Express regional routes that agency operates on behalf of Sound Transit.

Sound Transit's rider information number for hearing-impaired callers shall be TTY Relay: 711.

Sound Transit business hours are Monday-Friday, 7:00 a.m. -7:00 p.m. Messages received after business hours will be returned the next business day.

Agency	Phone
Community Transit	TTY 711/(425) 353-7433
King County Metro	TTY 711/(206) 553-3000
Pierce Transit	TTY 711/(253)-581-8000

5. 888 Rider Information

Original date issued: 08/18/1999

Per Agreement in the Customer Service Committee of the Transit Integration Group, toll free rider information calls will be routed and responded to by partner agencies for the ST Express regional routes that agency operates on behalf of Sound Transit. The toll free number shall be (888) 889-6368.

ST Express call routing

Sound Transit's main menu option for ST Express shall direct callers to the appropriate transit partner as follows:

Thank you for calling the ST Express customer service line.

- If you ride buses – or your trip starts in – Snohomish County – press 1.
- If you ride buses – or your trip starts in – King County – press 2.
- If you ride buses – or your trip starts in – Pierce County – press 3.
- Press 9 to return to the main menu.

6. Free Ride Tickets

Original date issued: 06/08/2001

Purpose

For both marketing promotions and customer service resolution, partner agencies may from time to time distribute Free Ride Tickets.

Free ride tickets are an important part of the effort to promote the benefits of travel using the seamless transit system. Partner transit agencies may distribute them to businesses for their Commute Challenges. Sound Transit will develop joint opportunities with partner transit agencies to increase awareness of local bus, ST Express bus, Sounder commuter rail and Central Link light rail services.

Free Ride Tickets are also an important part of settling complaints, appeasing disgruntled customers and assisting customers who may have been inconvenienced due to a service interruption.

Types of Free Ride Tickets

There are three types of Sound Transit Free Ride Tickets. All tickets are void after December 31 of the calendar year in which they are issued, and they are valid only for the service mode specified on the ticket:

- ST Express free ride ticket is valid for one trip on regular ST Express with no zone or time restrictions.
- Central Link free ride ticket is valid for one round trip only on the date entered on the ticket.
- Sounder free ride ticket is valid for one round trip only on the date entered on the ticket.

Procedures for Annual Free Ride Ticket Distribution

1. By the end of the third quarter of each year, agencies will be asked to count the number of Sound Transit Free Ride Tickets they have on hand as part of an effort to estimate their usage rate for that year.
2. The Sound Transit Customer Service Manager will determine the number of ST Express, Central Link and Sounder free ride tickets that will be distributed to each of the partner agencies for marketing promotions and customer service functions throughout the following year.
3. Sound Transit will contact the Marketing Department of King County Metro to order the free ride tickets. Artwork will be provided by Sound Transit, and King County Metro will be responsible for producing the tickets. King County Metro will bill Sound Transit for the cost to produce the tickets.
4. Members of the Customer Service Transit Integration Group (TIG) will appoint one representative from each agency to be responsible for receiving the tickets. That list is updated on an as-needed basis. (See "Free Ride Tickets – Contacts to Receive Annual Ticket Allotment" in the Customer Service Contact list.)
5. Sound Transit's Customer Service designated representative will arrange for delivery of the tickets to each agency representative.
6. The person receiving the tickets will also be responsible for distributing them to the appropriate people in their agency and making subsequent requests for tickets should it be necessary.

5. If the initial annual allotment of Free Ride Tickets runs out, additional tickets may be distributed to the agencies upon request in accordance with the procedures listed below.

Procedures For Requesting Tickets After Initial Allotment

1. Once the initial allotment has been used, requests for additional free ride tickets, may be made using Sound Transit's Free Ride Tickets Request Form (Attached).
2. Because there is no guarantee a request will be granted, requestors should submit appropriate paperwork 8 to 10 days prior to the date needed. Requests submitted after 2:00 p.m. will be logged in as received the following day.
3. The ST Senior Customer Services Representative will be responsible for ensuring that the request form and supporting documentation are complete when submitted for review.
4. The tickets are fare media and will not be sent by mail. The ST Senior Customer Service Representative will arrange with the requestor ticket pick-up.

Appeal Process

Sound Transit reserves the right to refuse to issue Free Ride Tickets. Staff will review all requests, and Sound Transit's Customer Service Supervisor will notify the requestor if the agency is not able to fulfill the request.

1. If a request is denied and the requestor wants to appeal the decision, the requestor must contact the Sound Transit Customer Services Manager.
2. The Customer Service Manager will review the request and notify the requestor of the final decision.

Roles and Responsibilities

Sound Transit will be responsible for tracking the distribution of tickets.

Partner agencies will be responsible for tracking their allotment of tickets including reason for distribution of tickets

Partner agencies are required to destroy tickets received through the fare box.

Expiration

One week following the expiration date, Dec. 31, undistributed tickets should be counted and destroyed by the recipient agency. Undistributed tickets counts should be forwarded to Sound Transit's Senior Customer Service Representative via email.

REQUEST FORM

FREE RIDE TICKETS

Today's Date: _____ **Date needed:** _____

Your Name: _____ **Phone Number:** _____

Agency: _____ **Dept:** _____

Event & location (if applicable): _____

Type and Number of Free Ride Tickets Requested:

- ST Express bus** # _____
- Central Link light rail** # _____
- Souder commuter rail** # _____

Purpose/Use (please check all that apply):

- | | |
|------------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Customer relations | <input type="checkbox"/> Employer outreach |
| <input type="checkbox"/> Marketing/Promotion | <input type="checkbox"/> Outreach/transit training |
| <input type="checkbox"/> Operations & service related | <input type="checkbox"/> Ticket vending machines/refunds |
| <input type="checkbox"/> ORCA | <input type="checkbox"/> Emergencies/natural disasters |

Other (please specify):

- Forward this completed form to Sound Transit's Senior Customer Service Representative or Supervisor for authorization at: main@soundtransit.org .
- Allow a minimum of 8 - 10 workdays for authorization and processing.

Contact Sound Transit's Customer Service office a minimum of two (2) days prior to the date you need the tickets to arrange for picking them up. (Tickets cannot be sent through interoffice mail.)

7. Publication Review and Distribution Process

Original date issued: 06/27/2007

Sound Transit and the partner agencies produce rider information to post at facilities, on board vehicles and online. This procedure outlines the steps to produce accurate and timely information through the review, production and posting process. This process is applicable to production, review and distribution of service information, promotional material, changeable information at bus stops, coach posters and online rider information.

Production Schedule

For the production of the Ride the Wave Guide, it is imperative that Sound Transit receives the final bus schedules 12 weeks prior to service change. The Sound Transit Rider Information Coordinator will forward (via email) the delivery date to the designated personnel of the appropriate agency, in the Customer Service Contacts for ST Express Policies and Procedures under Production Schedule Contacts. Partner agencies should either confirm or arrange a mutually agreed upon alternate delivery date. Failure to receive the bus schedule in a timely manner compromises the ability to meet the production schedule for Sound Transit publications.

Review Process

Sound Transit and the partner agencies will review publications containing service information and/or references to their agency's service. Review will be conducted in a timely manner to meet identified production and posting timelines. The production timeline, identifying routine documents for Sound Transit service, will be provided to partner agencies annually with review deadlines included. The timeline is a working document that includes Ride the Wave Guide, service change brochure, rider alerts, holiday and promotional materials. The timeline also includes posting assignments clarifying who will post and/or distribute materials. Unanticipated rider information such as bus stop signs to identify closure due to an accident or construction will be handled by the partner agencies as needed, with the opportunity for Sound Transit review. Sound Transit must approve the final language of the alert.

Naming Convention

Naming convention will be followed when referring to Sound Transit or partner agency services. Rider information materials will be reviewed as identified in **REVIEW PROCESS** (above). Bus stop flags and map convention may be modified upon review, due to space constraints.

Agency	Service
Sound Transit	Sound Transit, ST logo, www.soundtransit.org
	ST Express regional bus, ST Express bus, ST Express, ST 586, bus icon
	Souder commuter rail, Souder train, Souder, commuter rail icon
	Central Link light rail, Central Link, Link, light rail icon
	Tacoma Link light rail, Tacoma Link, Link, light rail icon
Community Transit	Community Transit, CT logo, www.communitytransit.org
King County Metro	King County Metro Transit, King County Metro, Metro Transit, Metro, Metro logo, RapidRide, RapidRide A Line, A Line, Metro Online www.kingcounty.gov/metro
Pierce Transit	Pierce Transit, PT logo, BusPLUS, www.piercetransit.org

Signage convention for Sound Transit facilities is defined in the Sound Transit Signage and Design Manual.

Distribution

The partner agencies distribute Sound Transit's rider information materials at facilities, on board vehicles and at public outlets. Sound Transit will review the list of public outlets annually and update, if applicable, with each partner agency.



Fares

ST Express Policies and Procedures

Approved by TIG Steering Committee May 2014


Executive Director of Operations

6-12-14
Date

These ST Express Policies and Procedures are reviewed and updated by the *Fares* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Operations and Customer Service.

FARE STRUCTURE

ST Express fare structure is determined by two factors: 1) customer category and 2) whether a trip spans a single county or multiple counties.

There is no peak/off-peak or time-based fare criteria for ST Express fares.

Customer Category

Children:	age 0-5 (ride free with paying passenger)
Youth:	age 6 to 18, or as qualified through a school pass program
Adult:	age 19 to 64
Senior/Disabled:	age 65 or older, or qualifying condition*

*Age 65 or older, or qualifying condition. Rider must have a valid Regional Reduced Fare Permit to show eligibility for the Senior/Disabled Fare.

Single County or Multiple Counties

The Sound Transit service area covers three counties

- Snohomish County
- King County
- Pierce County

Fares are determined by travel within a county or across county lines. See Exhibit A for map illustrating county boundaries.

ST Express Bus Fares

The table below shows the required cash fare for single county and multi-county bus trips for each customer category:

Customer Category	One-county fare (within one county)	Multi-county fare (across county line[s])
Children	Free	Free
Youth	\$1.25	\$2.50
Adult	\$2.50	\$3.50
Senior/Disabled*	\$0.75	\$1.50

* Requires Regional Reduced Fare Permit.

FARE MEDIA

All ST Express buses accept cash, ORCA cards, customized ORCA ID cards and all Sound Transit issued fare media. Sound Transit accepts some partner agency tickets on routes operated by those partners.

Please refer to Attachments 1-3 for graphical representation of the fare media accepted by each partner agency.

Customized ORCA ID Cards

At present there are three kinds of customized ORCA ID cards: King County, the Ed Pass (for Edmonds Community College) and the Husky Card (for University of Washington). All three passes include a photo on the card, and the photo must match the person presenting the ID.

Regional Reduced Fare Permits (RRFP)

To receive a reduced fare, a person must have a Regional Reduced Fare Permit. RRFP cards can function as ORCA cards that allow for reduced fare payment when they have the ORCA logo on them and are loaded with either a pass or an e-purse. The RRFP can be non-ORCA cards and function as permits only, not valid fare, but will allow the holder to pay reduced cash fare.

Medicare cards no longer serve as permits for reduced fare.

Additionally a person with a RRFP may have one personal care attendant (PCA) ride for free with them. The reduced-fare passenger must have an RRFP with "PCA" on the card. A RRFP ORCA card with PCA on it is used for both the disabled person and the PCA. The PCA must get on and off with the reduced-fare passenger.

See Exhibit B for a full description of various RRFP permits and functionality.

Partner Agency Tickets

Sound Transit accepts some tickets issued by partner agencies on routes operated by those agencies. This includes juror tickets, but excludes special, non-retail tickets such as promotional tickets. Sound Transit accepts the following until further notice:

- **King County Metro Tickets.** Valid only on ST Express buses operated by King County Metro and on those services Pierce Transit operates in King County that were formally operated by KCM. see Attachment 2
- **Community Transit Tickets.** Valid only on ST Express buses operated by Community Transit. see Attachment 3

Non-valid Partner agency tickets

KCM Vanpool Passes, KCM's Family Plan, and other non-ST agency-specific fare payment are no longer valid toward payment of fare on Sound Transit service.

Partner Agency tickets have no value on Sounder commuter rail or on Central Link light rail.

Free Ride Tickets and Complimentary Day Passes

Sound Transit has:

- One way ST Express tickets
- Complimentary Day Passes for Sounder, Link or ST Express (single mode only). See Attachment 1-3
- All ST Service Day Pass (inclusive of Link, Sounder, and ST Express)

Sound Transit produces free ride/complimentary tickets and passes and distributes them to customers and partner agencies. Agency staff will track and distribute the free ride tickets to appropriate staff and customers. For more information on how Free Ride Tickets are handled, see Customer Service ST Express Policies and Procedures, Section 6.

Free Ride Tickets are distributed for the following agency purposes:

- Transit promotional and marketing campaigns
- Educational outreach and transit training activities
- Demonstration of transit services and facility tours hosted by Sound Transit or local transit agencies
- Customer complaint resolution

Sound Transit Bulk Pass Sales Program

Sound Transit Day Passes are presently sold in bulk to anyone who purchases 20 passes or more. Passes sold include ST Express day pass and All Sound Transit Service Pass. They can be dated, or sold to the customer who fills in date before distribution.

Law Enforcement Officers

All law enforcement/peace officers ride free in uniform, with badge and/or identification. (Includes Washington general authority or federal law enforcement agencies).

Animals On Board

Service animals are allowed on Sound Transit buses and trains. Pets may ride if they are carried in small containers. Both service animal and pets ride free. For more information about animals on board Sound Transit services, see Operations ST Express Policies and Procedures, Section 2.

Ticket Vending Machines (TVM's)

Ticket vending machines currently issue single-trip and round-trip tickets for Sounder commuter rail and Link light rail only. These tickets are not valid on ST Express bus service.

Transfers

Sound Transit no longer issues or accepts paper transfers.

Customers using an ORCA card have a two hour transfer window. This means full credit for any fare paid will be applied toward any other fare payment for two hours. Customers without an ORCA card or other pre-paid fare media must pay for each trip with cash, at the farebox.

Exhibit A
County Boundaries

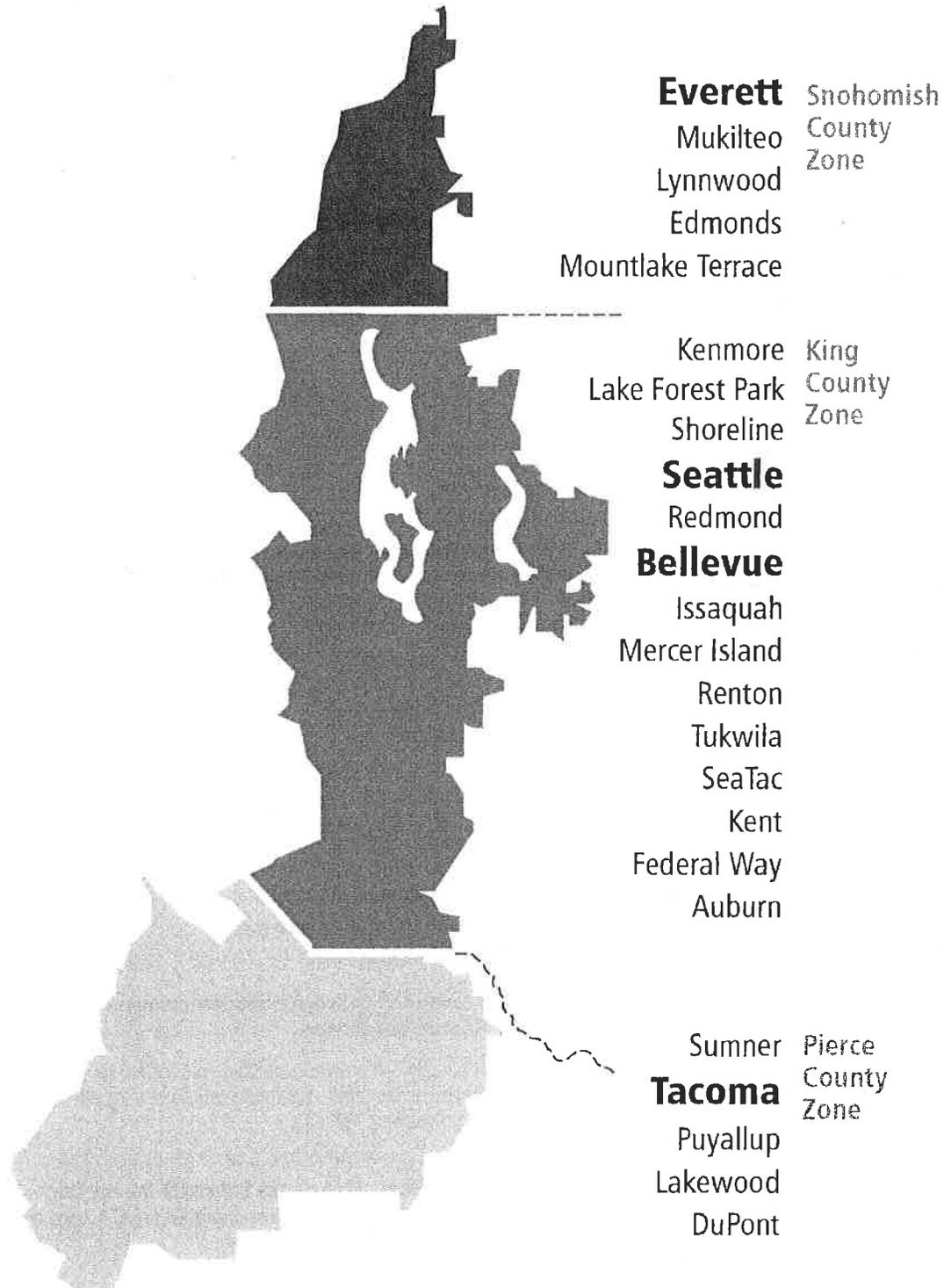
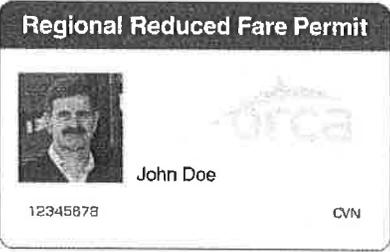
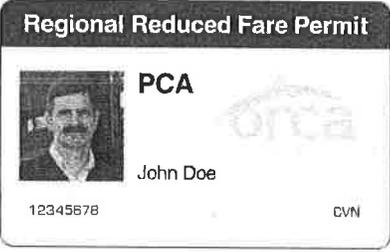
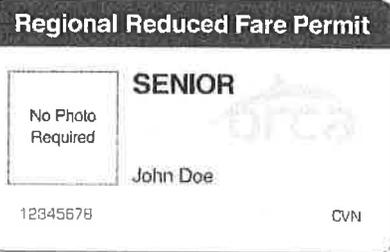


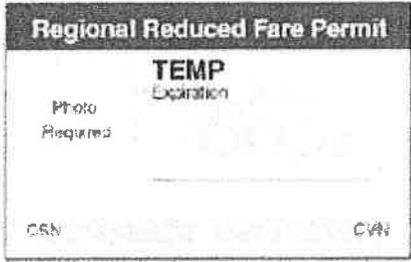
Exhibit B
Regional Reduced Fare Permits (RRFP)
ORCA cards: Senior, Disabled, Temporary and
Personal Care Assistant

RRFP cards function as ORCA cards and permits allowing for reduced cash fare payment (minimum of 50% discount.)

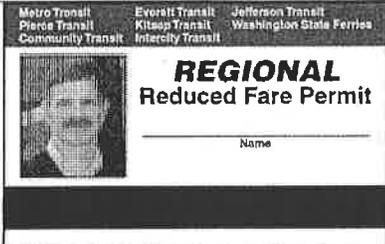
Forms and criteria for eligibility can be obtained at:

<http://www.soundtransit.org/Fares-and-Passes/Types-of-fares/Regional-Reduced-Fare-Permit>

	<p>RRFP ORCA Card - Disabled Riders under 65, (Plastic with RFID chip) If used as an ORCA card can be loaded with:</p> <ul style="list-style-type: none"> • pass or • e-purse <p>To obtain this card the rider must visit a customer service center to verify eligibility.</p>
	<p>RRFP ORCA Card - Personal Care Attendant (w/PCA text) One card with "PCA" on card is used for the both disabled person and their personal care attendant:</p> <ul style="list-style-type: none"> • The disabled rider must have a pass or e-purse value on card, or ticket <p>The personal care attendant (PCA) can ride for free with fare-paying card holder. The PCA must get on and off with the reduced-fare passenger. To obtain this card the rider must visit a customer service center to verify eligibility.</p>
	<p>Senior RRFP Available to those 65+ riders. Can be loaded with:</p> <ul style="list-style-type: none"> • pass or • e-purse <p>Senior RRFPs can be obtained either in person or by mail. Pictures are not required for the Senior RRFP.</p>

	<p>Temporary RRFP For these temporarily disabled. Note expiration date. Can be loaded with:</p> <ul style="list-style-type: none"> • pass or • e-purse <p>To obtain this card the rider must visit a customer service center to verify eligibility.</p>
-----------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Non-ORCA RRFP Cards
Senior or Disabled permit, and Legacy/Older RRFP Permits**

	<p>Senior or Disabled – permit only These will be a valid “permit” for 65+ or disabled riders, entitling the permit holder to a minimum of 50% fare discount. Permit only. Not valid as fare.</p>
	<p>Older Non-ORCA Sr or Disabled permit These will be valid “permit” for 65+ or disabled riders, entitling the permit holder to a minimum of 50% fare discount. Permit only. All passes have expired. Not valid as fare.</p>

Additional media accepted by PT, CT, KCM operated ST Express, see Attachments 1- 3

ST Express Bus Fare Media

Pierce Transit 

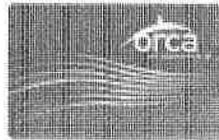
Pierce Transit operated ST Express buses - Following fare media accepted on ST Express buses operated by Pierce Transit. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). Medicare cards no longer accepted as proof for reduced fare payment.

Pierce Transit operated ST routes: 560, 566/567, 574, 577/578, 586, 590, 592, 593/594, and 595/596

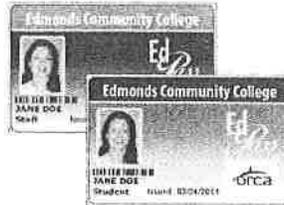
Acceptable fare media:



Cash
Insert at farebox



ORCA
Tap at card reader



***EdPass/ ORCA card**
See notes - Tap at card reader



KCM Juror Tkt (farebox)
(Rt 560,566/567, 577/578 only)



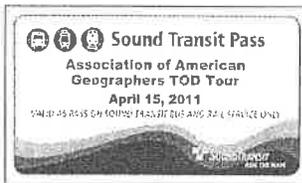
KCM COMBO ID & ORCA Cards
Tap at card reader



back



KCM Tkts
(Rt 560, 566/567, 577/578 only)
Insert at farebox



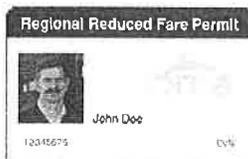
ST All Service Pass
Paper flash pass



ST Express Bus One Way Tkt
Insert at farebox



ST Express Day Pass
Paper Flash pass



RRFP permit & ORCA card
Disabled, Sr, PCA, Temp
Tap card or show as permit
No Photo Req'd for 65+, Srs



Non-ORCA RRFP
Permit- Not valid fare
Show as permit



Older RRFP Permit
All pass stickers expired
Not valid fare
Show as permit

Not accepted: Transfers from any agency, or tickets from ET or CT

Revised 1/2014 update janine sawyer

Please NOTE:

- An Access pass is available only on an ORCA card.
- *The EdPass/ORCA functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

ST Express Bus Fare Media



King County Metro

King County Metro operated ST Express buses - Following are fare media accepted on ST Express buses operated by King County Metro. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). As of 6/11, Medicare cards no longer accepted as proof for reduced fare payment.

King County Metro operated ST Express routes: 522, 540, 542, 545, 550, 554, 555, 556

Acceptable fare media:



Cash
Insert at farebox



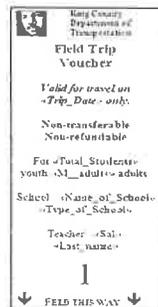
KCM Ride Free Ticket
Insert at farebox (yellow=foil)



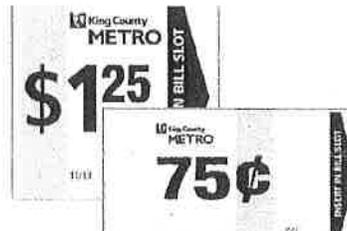
KCM ID & ORCA Cards
Tap at card reader



King County Juror Ticket(s)
Insert at farebox



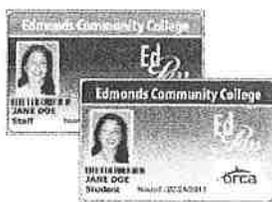
Group Field Trip
Insert at farebox



KCM Tickets
Insert at farebox (yellow=foil)



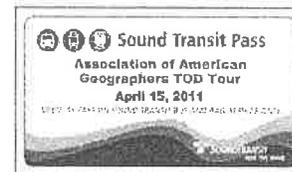
ST Express Day Pass
Paper Flash pass



EdPass for Edmonds CC
Same as ORCA Card: Tap at card reader



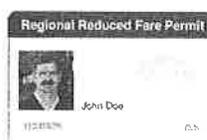
ST Express Free Ride Tkt
Insert at farebox



ST All Service Pass
Paper Flash pass



ORCA Card RRRFP & ORCA Card
Tap at card reader



Disabled, Sr, PCA, Temp
Tap card or show as permit
No Photo Req'd for 65+, Srs.



***Non-ORCA RRRFP Permit- Not valid fare**



***Non-ORCA Temp RRRFP Sticker= expiration date**



***Legacy RRRFP Permit**
All pass stickers expired

*Above cards are not valid fare – Show as permit only

Please note:

- The EdPass/ORCA functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

ST Express Bus Fare Media



Community Transit operated ST Express buses - Following are fare media accepted on ST Express buses operated by Community Transit. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). Medicare cards no longer accepted as proof for reduced fare payment. As of 9/29/12, the Ride Free Area will end.

Community Transit operated routes: 510, 511, 512, 513, 532, 535.

Acceptable fare media:



Cash
Insert at farebox



ORCA
Tap at card reader



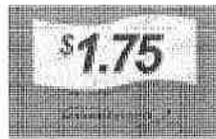
ST All Service Pass
Paper Flash Pass



ST Express Day Pass
Paper Flash Pass



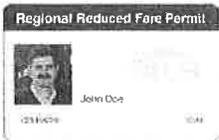
CT TKTS (multi-color)
Insert at farebox



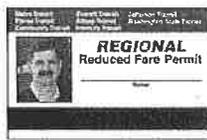
CT Human Services TKT
Insert at farebox



ST Express Free Ride Tkt
Insert at farebox



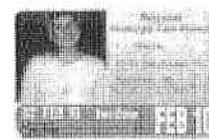
RRFP & ORCA Card
Disabled, Senior Temp or PCA
Tap card or show as permit
No Photo Req'd for 65+, Srs.



***Non-ORCA RRFP**
Permit- Not valid fare

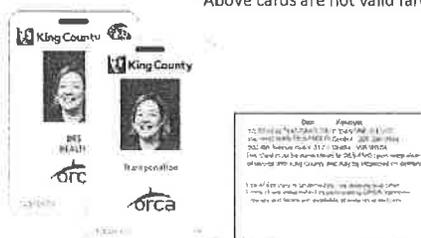


***Legacy Non-ORCA RRFP**
Sticker= expiration date



***Legacy Non-ORCA RRFP**
All pass stickers expired

*Above cards are not valid fare - permit only



KCM ID & ORCA Cards
Paper Flash pass

Not accepted: Transfers from any agency, or Tickets from ET or PT

Revised 1/2014 janine sawyer

Please Note:

ATTACHMENT A
Dated November 5, 2019

- An Access pass is now available only on an ORCA card.
- The EdPass/ORCA* functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

**Exhibit K: Multi-Agency Signage Responsibilities: Service Change Related Schedules and Signage
(SAMPLE ONLY)**

Service Change Information

- Pierce Transit installs and maintains (at each service change, and as needed) changeable **bus** information, and Sound Transit-produced “welcome” posters and system maps in ST information Display Cabinets in Pierce County in accordance with ST signage design standards. See location-specific details in chart below.
- Sound Transit provides, at each service change and as needed, ready to install changeable information for ST information Display Cabinets to include area maps, system maps, where applicable, in accordance with ST signage design standards.
- Sound Transit produces and installs its Direct Mount, adhesive information displays, regardless of content (maps, schedules, etc) on its Direct Mount Panels.
- Sound Transit produces and installs Tacoma Link and Sounder signage.

KCM installs and maintains over 4,000 schedules that are refreshed three times a year (February, June & September), including schedules for Sound Transit, Community Transit, Pierce Transit and Sound Transit.

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Ash Way Park and Ride										
Auburn P&R		566		KCM schedules, KCM large posters	KCM	KCM	KCM			KCM creates, designs & prints schedules of 566 service. Dims: 2.5" x 21" .
Auburn Sounder Station	497	566, 578		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedules of 497 & 566 service. Dims: 2.5" x 21". KCM creates & posts large posters. Dims : 17" x 44"

ATTACHMENT A
Dated November 5, 2019

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Bellevue Transit Center		566		KM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" and 17x44 . KCM posts.
Bonney Lake P&R		596		PT	PT	ST	ST	ST	PT	Per ST/PT Task Order 25: PT creates, designs, prints & posts ST schedules. ST provides area map and welcome posters. Dims: 17"x 44.5"
Burien Transit Center		560		KCM	KCM	KCM	KCM	KCM	KCM	KCM creates, designs, prints & posts schedules for 560 service. Dims: 2.5"x21" and 5.5"x35".
Canyon Park Ped Bridge		532 535		ST	ST	ST	ST	ST	ST	
Canyon Park Park and Ride										
Commerce	2, 11, 16, 41, 42, 45, 48, 57, 102, 400, 500, 501	590, 594	603, 605, 612	PT	PT	PT	PT			PT creates, designs, prints & posts PT, IT & ST schedules. Dims: 17" x 44" Locations: Zones D, G, H, J.
DuPont Station & P&R		592		PT	PT	ST	ST	ST	PT	PT creates, designs, prints & posts ST schedules. ST provides area & welcome posters. Dims: 17" x 44"
Eastmont	ET - 29	513		CT	CT	CT	CT	CT	CT	

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Federal Way TC	402, 500, 501	574, 577, 578		PT	KCM	KCM	KCM	KCM	KCM	PT creates, designs, prints & posts PT mid-sized schedule that includes ST 574. Dims: 8.5" x 21". KCM prints and posts mid size & large format schedule posters for KCM & ST Routes 577 & 578. Dims: 17" x 44"
International Blvd & S 188 th St		560, 574		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor, except for Rt 560. Various sizes. KCM posts. Dims: 2.5" x 21" and 5.5" x 35" KCM designs, prints & posts 560 schedules.
Kennydale Frwy Stations		560		KCM	KCM	KCM	KCM			KCM creates, designs, & prints schedules for 560 service. Dims: 2.5"x21".
Kent Des Moines Fwy Stations		574		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor. KCM posts. Dims: 8.5" x 21"
Kent Sounder Station		566		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" & 17"x44". KCM posts:
Kimball P&R	100, 102	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include ST service. Dims" 17" x 44". (Yellow bus stop flags only here)
Lakewood Sounder Station	51, 300, 475	592, 594	603, 605, 612, 620	PT	PT	ST	PT/S T	ST	PT	PT creates, designs, prints & posts PT & ST schedules. ST provides additional area map & welcome posters. Dims: 17" x 44"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Lakewood TC	2, 3, 48, 51, 202, 204, 206, 212, 214	574		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include ST service. Dims: 17" x 44" (Yellow bus stop flags only here)
Montlake Freeway Station										
Mountlake Terrace										
Lynnwood Transit Center	CT – 112, 113, 115, 110, 120, 130, 201, 202, 402, 417, 421, 422, 425, 810, 821, 855	511, 512, 535		ST	CT	ST	CT	CT	CT	
Newport Hills P&R & Freeway Station		560		KCM	KCM	KCM	KCM			KCM creates, designs, & prints schedules for 560 service. Dims: 2.5"x21".
Overlake TC & NE 40 th Freeway Stations		566, 567		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" . KCM creates & posts large format posters.
Pacific Ave stops between 9 th & 24 th in Downtown Tacoma	1, 3, 13, 14, 41, 42, 48, 53, 102, 400, 500, 501	590, 594	603, 605, 612	PT/IT	PT	PT	PT			IT provides Olympia Express schedule & map files. PT creates, designs, prints & posts PT , IT, & ST schedules along this corridor, . Dims: 17" x 33"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Purdy P&R	100, 102	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include PT & ST service. Dims" 8.5" 14"
Puyallup Sounder Station	400, 402, 409, 495, 503	578		PT	PT	ST	ST	ST	PT	PT creates, designs, prints & posts PT & ST bus schedules . ST provides additional area map & welcome posters. Dims: 17" x 44"
Renton Transit Center and Park Ave in Renton		566		KCM	KCM	KCM	KCM	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" and 5.5"x35" . KCM posts.
Sea-Tac Link Station on Hwy 99		574		PT	KCM	ST	ST			PT and KCM creates, designs & prints mid-size layout. Dims: 8.5" x 21" . KCM posts.
Sea-Tac Airport		574		PT	KCM	KCM	KCM			PT creates, designs & prints 2 sizes of ST schedules along this corridor. KCM posts. Dims: 2.5" x 21" and 5.5" x 35"
Seattle 4th Ave Bus Stops Northbound		577, 578, 590, 592, 594, 595		KCM	KCM	KCM	KCM			KCM produces and installs 5.5"X35" schedules
Seattle 2nd Ave Bus Stops & Southbound SODO Bus Way		590, 592, 594, 595		PT/KCM	KCM	KCM				PT creates, designs, prepares pdf files of ST service for 2nd Ave kiosks. Dims: 5.5" x 35". PT prints ST schedule for Bus Way stop. Dims: 2.5" x 21" KCM posts.
South Everett Freeway Station	ET - 29	510, 512, 532		ST	ST	ST	ST	ST	ST	

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
South Hill P&R	400, 495			PT	PT	ST	ST			PT creates, designs, prints & posts schedules. ST provides area map & welcome posters. Dims: 17" x 44"
South Tacoma Sounder Station	475			ST	ST	ST	ST	ST	N/A	ST produces Sounder signage. For Rt 475, PT creates, designs, prints & posts the on-street 8.5"x14" schedule.
Star Lake Fwy Stations		574		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor. KCM posts. Dims: 8.5" x 21"
Sumner Sounder Station		578, 596		PT	PT	ST	PT	ST	PT	PT creates, designs, prints & posts ST bus schedules. ST provides additional area map & welcome posters. Dims: 17" x 44"
Tacoma Dome Station	1, 13, 14, 41, 102, 400, 490, 500, 501	574, 586, 590, 594	603, 605, 612	PT/IT	PT	ST	ST			PT creates, designs, prints & posts schedules that include PT, IT & ST service. ST provides additional area map & welcome posters. Various sizes.
Tacoma Mall Transit Center	3, 52, 53, 54, 55, 56, 57, 300		620	PT/IT	PT	PT	PT			IT provides Olympia Express schedule & map files. PT creates, designs, prints & posts schedules that include PT & IT service.
TCC Transit Center	1, 2, 10, 16, 28, 52, 53, 100	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include PT & ST service. Dims: 17" x 44"
UW Seattle Stops		586		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules for 586 corridor in UW district. KCM posts. Dims: 5.5" x 35"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
512 P&R	204, 300	574, 592, 594	603, 605, 612, 620	PT/IT	PT	PT	PT			IT provides Olympia Express schedule & map files. PT creates, designs, prints & posts schedules that include PT, IT & ST service. Dims: 17" x 44"
Canyon Park Bay #3		532, 535		ST	ST	ST	ST	ST	ST	
Edmonds Transit Center		N/A		ST	CT	CT	CT	CT	CT	
Contacts:										
Sound Transit (ST)	Toni DeSantis		toni.desantis@soundtransit.org							
	Michael Miller		michael.miller@soundtransit.org							
King County Metro (KCM)	Terri DiMartino		terri.dimartino@kingcounty.gov 206-477-6090							Oversees KCM Schedule Holder Program including single, midsize and RapidRide stops schedule information, holiday, fares, Ride Right, Night Stop and Customer Service phone numbers and Web site address.
	Michael Blondin		michael.blondin@kingcounty.gov 206-477-6088							Oversees KCM Information Sign Program, inside stop at SeaTac Airport, downtown Seattle bus stops and bus stop panel signage. Coordinates w/ ST/PT/CT on producing and installing ST schedules for ST facilities in King Co.
	Dave Korthals		david.korthals@kingcounty.gov 206-477-5776							KCM South District Facility Planner. Oversees information

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
										on bus stop flags, locations of bus stops and facility issues.
Intercity Transit (IT)	Donna Feliciano		dfeliciano@intercity.com							
Pierce Transit (PT)	Ozzie Rico		orico@piercetransit.org							
	Ben Han		bhan@piercetransit.org							
	Barb Hiatt (ST Liaison)		bhiatt@piercetransit.org							
Community Transit (CT)	Tony Smith		Tony.smith@commtrans.org							

Note: When ST has large ride guide posters ready, Toni DeSantis lets Barb Hiatt know. Barb then arranges for the Seattle Sup to pick up and deliver to Ozzie Rico in PT Marketing. Ozzie arranges postings with PT Facilities department.

sign styles

Single 2.5" x 21"

Mid 8.5" x 21"

Information Sign Schedules:

5.5" x 35"

H Sign 17"x 44"

Exhibit L: Good Neighbor Policy

Background

This paper describes an approach to funding the ongoing costs of facilities. Ongoing facility costs have been defined as:

- Daily, routine operating and maintenance costs (trash, cleaning shelters);
- Mid-life costs (e.g. pavement sealing, roof coating), and;
- Major asset replacement (rebuilding transit center at end of useful life).

The policy was finalized for acceptance by the Transit Integration Group on September 21, 2000.

Guiding Principles

Guiding principles have included developing an approach that is:

- Fair,
- Consistent with Sound Move's assumption that SM funding is meant to be additive and not a mechanism for spreading existing costs,
- Simple and does not require significant staff time to track and monitor resulting agreements.

Park-and-Rides, Hubs, Transit Centers

Since ST will be using facilities owned and maintained by others, and vice versa, the proposal is to extend the "good neighbor" policy that is currently in effect among the region's transit agencies. Simply stated, each agency covers the facilities costs (daily O&M, mid-life costs, asset replacement) of its facilities even though others may use the facilities.

Sounder and Link Stations

Both bus and rail agencies will use these stations. ST will fund most construction costs of bus facilities associated with rail stations. If others request driver comfort stations funding will be provided by the requesting agency. If public restrooms are requested at an ST facility, ST Board policy calls for all agencies and/or jurisdictions using the facility to share both construction costs and ongoing O&M costs. Sounder and Link will pay the facilities cost (daily O&M, mid-life costs, and major asset replacement) of the rail facilities we own. ST and the transit agencies will negotiate cost sharing arrangements at these facilities when necessary and appropriate.

Major multi-modal Stations (Tacoma Dome and Everett)

These facilities will be used by multiple agencies. ST assumes that all agencies using these facilities will agree to share in the proportional costs (daily O&M, mid-life costs, and major asset replacement) of the transit portion of these facilities.

Replacement/Expansion Facilities

If Sound Transit funds the replacement or expansion of an existing transit agency facility, ST assumes that it will contribute capital costs and the transit agency will cover ongoing facility costs at the previous level. ST will cover additional ongoing facility costs above those currently being paid. The appropriate parties will develop a capital investment plan outlining opportunities for reinvestment of surplus property. In cases of replacement, the transit agency will consult with ST when developing its plan for reinvestment of surplus property.

Bus maintenance facilities/Operating Bases

As ST Regional Express buses will be using these facilities, daily O&M costs will be included in the cost per hour in the service agreement. Some of the mid-life costs and asset replacement will be shared proportionately. ST will be treating this as a capital expense and will fund this from Regional Bus maintenance facility funds.

Exhibit M: Insurance & Risk Management Program

1.0 Liability Insurance Coverage

- A. The County will maintain a fully-funded self-insurance program as defined in King County Code 2.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. The County will maintain, through its self-insurance program or an alternative risk of loss financing program, coverage for its liability exposure, including indemnity obligations to Sound Transit, with regard to the County's acts and omissions in its performance under this Agreement. The County will provide Sound Transit with a letter of self-insurance confirming that the County maintains a self-insurance program as adequate proof of liability coverage and provide Sound Transit with at least 30 days prior written notice of any material change in the County's self-insurance or alternative risk of loss financing program.
- B. Sound Transit further acknowledges that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to add Sound Transit as an additional insured.
- C. If the County elects to terminate its self-insured status and/or secure commercial liability coverage for this activity, the County will promptly notify Sound Transit and provide a certificate of insurance evidencing such coverage. The County's policy shall name Sound Transit as an "additional insured," and the County's policy shall be primary and non-contributory to any coverage maintained by Sound Transit. The County will waive all rights of subrogation against Sound Transit for all claims by third parties arising under this Agreement and covered by the commercial liability coverage secured for this activity.
- D. Coverage, if obtained by the County in accordance with this section, shall not be deemed as limiting the County's liability.
- E. The cost of including the County's activities under this Agreement in its self-funded program or alternative risk of loss finance program shall be included in the calculation of the service rates and shall be subject to reconciliation adjustment as part of the Annual Review.

2.0 Property Insurance Coverage

- A. The County shall include the buses and equipment provided by Sound Transit and designate Sound Transit as a loss payee in any property damage insurance coverage that the County maintains for its vehicles and equipment.
- B. The cost of obtaining such coverage and the uninsured costs to the County of repairing vehicles and equipment used in the performance of the County's activities under this Agreement shall be included in the calculation of the service rates and shall be subject to reconciliation

adjustment as part of the Annual Review.

- C. In the event a Sound Transit vehicle is so damaged that Sound Transit determines to replace it rather than have the County repair it per Section 8.3.3, such replacement vehicle shall be procured by Sound Transit at Sound Transit's expense. However, any insurance recovery received by the County for the damaged vehicle shall be transmitted to Sound Transit.

Sound Transit's Environmental and Sustainability Management System (ESMS)

EXHIBIT N1

What is an ESMS?

An ESMS is a management program to assess and improve environmental compliance and performance. It requires that we identify and control environmental risks and that we set objectives and targets for improvement. It is based on the concept of Plan, Do, Check, Act. An ESMS also integrates environmental and sustainability ethics into business operations and identifies environmental stewardship as a responsibility of all employees. Sound Transit's Environmental Policy, the foundation of the ESMS, was adopted by the Sound Transit Board in April 2004.

Benefits of an ESMS

- Reducing environmental impacts and mitigating environmental risk
- Managing environmental obligations more effectively
- Reducing costs over time
- Enhancing credibility with regulatory agencies and the public
- Helping the agency to integrate sustainability and continuously improve

Sound Transit Environmental Policy

Sound Transit is committed to the protection of the environment for present and future generations as we provide high capacity transit to the Puget Sound Region. Sound Transit has been a catalyst and model for engaging federal and state partners to resolve environmental issues that apply to our program. We will continue to be an environmental leader in the State of Washington through the integration of the following principles into our daily business practices:

- *We will be in full compliance with all environmental laws and regulations. We will strive to exceed compliance by the continual improvement of our environmental performance through cost-effective innovation and self-assessment.*
- *We will restore the environment by providing mitigation and corrective action, and will monitor to ensure that environmental commitments are implemented. We will improve our ability to manage and account for environmental risk.*
- *We will avoid environmental degradation by minimizing releases to air, water, and land. We will prevent pollution and conserve resources by reducing waste, reusing materials, recycling, and preferentially purchasing materials with recycled content.*
- *We will increase the awareness of environmental issues among agency employees through education and training. We will continue to educate the public about the environmental benefits of our transit system. We will build relationships with our contractors, vendors, consultants, and transit partners during planning, design, construction, and operation to protect and enhance the environment.*
- *In order to implement this Policy, Sound Transit will establish and maintain an Environmental Management System (EMS) with environmental objectives and targets that are measurable, meaningful and understandable. The goals and progress of this Policy and the EMS will be communicated to agency board members, officers, employees and the public.*



Sound Transit's Environmental and Sustainability Management System (ESMS)

Sound Transit Sustainability Initiative

Sustainability means having adequate resources to meet the needs of the present generation without compromising the needs of future generations. A sustainable system is one that considers the effects of actions on economic, social and environmental resources - and seeks to stabilize and strengthen all three.

Sound Transit's Environmental Policy is also about sustainability: it asks that the Sound Transit Board and employees protect the environment for both present and future generations; that we prevent pollution; that we seek to continually improve our environmental performance; and that we educate our employees, operating partners and contractors about environmental protection and the benefits of transit to human health and the environment.

Sound Transit's commitment to sustainability is formally recognized in three ways:

Sound Transit Board Resolution 2007-12 **Authorizes the establishment of a Sustainability Initiative**

- Integrates sustainable business practices and strategies throughout the organization including planning, designing, constructing, and operating existing and new transit systems and facilities
- Requires objectives and targets to be established and updated as part of the ESMS
- Requires periodic reports to be provided to the Board on progress

Executive Order No. 1 **Establishes the Sustainability Initiative**

Directs staff to establish measurable targets and track progress within the following topic areas:

- Petroleum Conservation and Renewable Fuel and Energy
- Energy Efficiency
- Greenhouse Gas Emissions
- Water Conservation
- Toxics Reduction
- Ecosystem Mitigation
- Procurement
- Pollution Prevention, Re-Use and Recycling
- Building and Facility Performance (Green Design/Green Building)
- Land Use

ESMS & STAR **Setting objectives, targets, and action plans**

Every year, the ESMS Steering Committee will work with every Sound Transit department to identify steps – or targets – that will move the agency further toward meeting its goal to integrate sustainable practices throughout the organization. Progress on targets will be tracked and reported through the ESMS as well as through department scorecards established through the agency performance management system, STAR.

**Exhibit N2:
Sound Transit Sustainability Initiative**

SOUND TRANSIT

EXECUTIVE ORDER No. 1

ESTABLISHING A SUSTAINABILITY INITIATIVE FOR SOUND TRANSIT

Background

In 2004, Sound Transit adopted an Environmental Policy and was among the first wave of transit agencies to develop and implement an Environmental Management System (EMS). Public transit, which is Sound Transit's core mission, helps protect the environment by providing alternatives to automobile travel, by helping to reduce the number of vehicle miles traveled, and by encouraging compact, urban development at regional centers consistent with the Washington Growth Management Act.

Sound Transit is proud of its environmental record yet strives for continual improvement, especially in light of the challenge presented by diminishing natural resources and the impact of global warming. The concept of sustainability means maintaining adequate habitat and resources to meet the needs of the present generation without compromising the future and involves a healthy environment, economy, and society. By promoting energy efficiency, minimizing waste, and seeking more efficient alternatives to existing practices, sustainability programs often lead to cost savings over time.

The international community, the federal government, the State of Washington, and many of the jurisdictions that comprise the Sound Transit district have adopted initiatives related to sustainability and global warming. The Sound Transit Board contains members who are local and national leaders with regard to these issues.

Sound Transit has taken steps to address sustainability. This Executive Order will re-enforce the Agency's environmental commitment and responsibility and will set the framework for a more ambitious, comprehensive approach for addressing sustainability throughout the Agency.

Order

By the authority vested in me as Chief Executive Officer of the Central Puget Sound Regional Transit Authority (Sound Transit) pursuant to Resolution 78-1 (Establishing Delegated Authority) and with reference to Resolution No. R2004-06 (Adopting Sound Transit Environmental Policy) and R2007-12 (Establishing Sound Transit Sustainability Initiative), it is hereby ordered as follows:

Section 1: Sustainable business practices and strategies will be integrated throughout the Sound Transit organization, including planning, designing, constructing, and operating existing and new transit systems and facilities. These will collectively constitute Sound Transit's Sustainability Initiative.

Section 2: Staff is directed to implement the following measures to the maximum extent practicable:

Petroleum Conservation and Renewable Fuel and Energy

- Purchase vehicles that reduce dependency on fossil fuels
- Reduce fuel consumption through measures such as (1) operating vehicles more efficiently; and (2) encouraging carpooling and use of public transit or other modes when traveling to meetings, events, and job sites
- Use alternative fuels
- Work with energy providers to maximize the percentage of renewable energy purchased

Energy Efficiency

- Implement energy conservation strategies at Agency buildings and facilities through measures such as (1) conducting audits; (2) monitoring utility usage; (3) assessing heating, ventilation, air conditioning (HVAC) and lighting controls; (4) maximizing use of energy-efficient lighting; and (5) enabling energy-efficient features on electronic equipment such as Agency computers, monitors, televisions, and appliances

Greenhouse Gas Emissions

- Explore ways to reduce greenhouse gas emissions through measures such as (1) assessing emissions during project environmental reviews based on accepted methodologies and identifying ways to reduce any adverse impacts through reasonable and appropriate project mitigation; and (2) implementing other measures contained in this Executive Order

Water Conservation

- Implement water conservation strategies at Agency buildings and facilities through measures such as (1) conducting audits; (2) monitoring usage; and (3) reducing consumption

Toxics Reduction

- Reduce toxic and hazardous chemicals acquired, used, or disposed by the Agency through measures such as (1) conducting audits; (2) requiring contractors to minimize use of pesticides and other toxics when maintaining landscaping and rights-of-way; and (3) using environmentally sound practices with respect to disposition of Agency electronic equipment that has reached the end of its useful life

Ecosystem Mitigation

- Avoid impacts to environmentally sensitive resources and provide adequate mitigation to ensure there is no net loss of ecosystem function and acreage as a result of Agency projects

Procurement

- Purchase environmentally friendly, sustainable materials and products, such as those that are bio-based, energy-efficient, water-efficient, and which contain recycled-content

Pollution Prevention, Re-Use, and Recycling

- Prevent waste in all Agency administrative offices through measures such as (1) using duplex copying and printing as the Agency default standard and deviating only when there is a compelling business justification; (2) printing out email and other documents only when necessary; (3) exploring options for reviewing and approving documents electronically; (4) turning off lights and computers when not in use; (5) minimizing paper use in kitchen and restroom areas; and (6) using durable products and otherwise minimizing waste when hosting Agency meetings
- Re-use office supplies and other materials in all Agency administrative offices
- Maximize recycling efforts in all Agency buildings and facilities
- Encourage contractors to prevent waste, re-use and re-cycle materials and debris, and purchase products and materials with recycled content

Building and Facility Performance (Green Design/Green Building)

- Incorporate sustainable design features in Agency buildings and facilities through measures such as (1) revising Agency design guidelines, taking into account Leadership in Energy and Environmental Design (LEED) standards or similar programs; (2) ensuring that construction and operations staff are consulted in the design phase of project development; (3) using low-impact development (LID) techniques, such as rain gardens and pervious pavement; and (4) using landscaping that minimizes use of water and pesticides

Land Use

- Explore opportunities to further incorporate transit-oriented development (TOD) and other sustainable economic development around stations to foster compact urban communities

Section 3: In order to implement this Executive Order and provide for continual improvement, I further direct as follows:

- Executive Directors and senior management will have responsibility for assuring implementation of this Executive Order
- Staff should implement this Executive Order expeditiously. Measurable targets reflecting steps and timeframes for implementation shall be developed and incorporated into the Agency's Environmental Management System (EMS) and the Agency's performance management system and reviewed and updated periodically
- Agency staff should be trained as necessary so that they understand the importance of this Executive Order and how to implement it

- Implementation of sustainability measures shall be considered at each phase of the project delivery as part of existing Agency project control systems (phase gate process)
- The importance of sustainability at Sound Transit shall be clearly communicated to contractors and agency partners, and incentives and/or requirements should be developed for them to carry a similar initiative into their operations, services, and fleets when doing business with Sound Transit or implementing Sound Transit projects
- Staff shall collaborate and develop partnerships with agencies, businesses, and other organizations to promote sustainability and solutions to global climate change and to leverage expertise and resources
- Progress towards implementing this Executive Order shall be assessed through periodic audits conducted as part of the Agency's EMS or other performance management system
- This Executive Order shall be considered a starting point. Additional sustainability measures may be developed as part of the Agency's EMS program consistent with the spirit and intent of this Order and the commitment to continual improvement and other commitments in the Agency's Environmental Policy

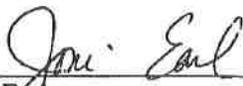
Section 4: For purposes of funding this Executive Order, staff shall strive to implement it within available means and resources. Many of the measures promote conservation and efficiency, which should result in overall Agency cost-savings. To the extent that funding is required to implement a part of this Executive Order, staff shall use their best efforts to:

- Identify necessary funds within the specific program's existing budget
- Work across departments and with the Finance Department to identify appropriate sources of funding within other programs contained in the Agency's existing overall budget
- Work with the Finance Department to assess cost-effectiveness of expenditures by identifying future cost savings
- Include specific funding requests if necessary as part of the annual Agency budget development cycle

Section 5: For purposes of this Executive Order, the following definitions shall apply:

- "Agency partners" refers to agencies and organizations that operate service or implement projects on behalf of Sound Transit
- "Alternative fuel" means a fuel that can be used instead of petroleum-based fuels and includes natural gas (compressed and liquefied), propane (LPG), hydrogen, biomass-derived fuels, alcohol (including ethanol and methanol), alcohol mixtures with gasoline or other fuels, electricity, or any other fuel determined to be substantially not petroleum and yielding substantial energy security and environmental benefits

- “Contractors” refers to the array of individuals and firms that supply goods or services to Sound Transit under contract, including vendors, consultants, and contractors
- “EMS” refers to the Agency’s Environmental Management System, which is a set of processes and procedures designed to document and improve environmental performance, consistent with international management standards
- “Greenhouse gases” means carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride
- “Practicable” means capable of being accomplished within available means and resources or through additional resources that reasonably can be attained
- “Renewable energy” means any energy resource that is naturally regenerated over a short time scale and derived directly from the sun (such as thermal, photochemical, and photoelectric), indirectly from the sun (such as wind, hydropower, and photosynthetic energy stored in biomass), or from other natural movements and mechanisms of the environment (such as geothermal and tidal energy) and does not include energy resources derived from fossil fuels, waste products from fossil sources, or waste products from inorganic sources



Joni Earl
Chief Executive Officer

On this 16th day of July, 2007

Prerequisites:
Scope Exclusions:
Related Task Orders:

Cost: This expense is designated [Capital] [Operating].

Category	Budget
Salaries & Wages	\$0
Materials & Supplies	\$0
Major Components (Rack and APC)	\$0
Taxes	\$0
Purchased Transportation Services	\$0
Total	\$0

Billing Method and Reporting Requirements

See Section 12: Financial Authorization, Compensation and Payment in the ST Express Bus Service Operations and Maintenance Agreement between King County and Sound Transit 2015. The cost estimate for this work shall not be deemed as a final cost nor a “Not to Exceed” cost. Sound Transit will pay the actual costs to the County for the work required under this agreement as noted above. KCM shall invoice for all work completed to complete the Task Order and will document all relevant expenses for review.

If while performing the work, King County Metro notices that the work will cost **X percent (or \$)** or more than the estimated cost, King County Metro will notify Sound Transit’s Bus Operations Manager as soon as possible. King County Metro must secure Sound Transit’s Bus Operation Manager’s pre-authorization and written approval to proceed with the work.

In the event that the work being authorized under this task order is not completed within the Period of Performance indicated, this task order authorization will automatically be extended until the work is complete unless an expiration date is explicitly stated in the Schedule section and provided no additional funding be required to complete the work. King County Metro will submit an updated cash flow (if needed) and schedule projection.

This Agreement is executed in counterparts, each of which is regarded for all purposes as one original.

The Parties hereto have executed this Task Order.

King County
Chris O’Claire, Mobility Division Director
Metro Transit

Date

Sound Transit
Michael Perry, Deputy Executive Director
Transportation and Maintenance

Date

EXHIBIT P: 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 17 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.

