

## Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)

**NOTE:** This summary uses the adopted 2019 intergovernmental agreement between King County and Sound Transit (Ordinance 18914) as the baseline. Changes are shown for two administrative amendments that were made in 2020 and 2021 (amendments 1 and 2), as well as the 2022 amendment (amendment 3) that is proposed through Proposed Ordinance 2022-0329.

- Regular font indicates summary of text that is unchanged from the adopted 2019 IGA
- ~~Strikethrough font~~ indicates summary of text removed by an amendment (with a red number, such as [1], showing which amendment)
- **Underlined bold font** indicates summary of text added by an amendment (with a red number, such as [1], showing which amendment)

**Amendment 1 (2000)** assigned to Sound Transit the obligations, cost, and expense to operate and maintain the elevators and escalators in the DSTT.

**Amendment 2 (2021)** extended Metro’s role to accommodate the extension of Link light rail to Northgate. In addition, to prepare for the upcoming DSTT transfer, it moved some operations and maintenance responsibilities from Metro’s Transit Facilities Division to its Rail Division. (Metro’s Rail Division currently operates Link light rail under contract to Sound Transit, as authorized by the IGA, and will operate and maintain the DSTT under contract to Sound Transit after the DSTT transfer is executed.)

**Amendment 3 (proposed, 2022-0329)** would adjust operations to account for the transfer of the DSTT to Sound Transit.

## Agreement

SECTION	NAME	DESCRIPTION
	<b>Recitals</b>	
		<ul style="list-style-type: none"> <li>• 2002 Joint Use Agreement set terms of Sound Transit’s (ST) use of Downtown Seattle Transit Tunnel (DSTT)</li> <li>• 2003 IGA (aka O&amp;M Agreement) provided for King County (KC) to operate and maintain Link, was amended administratively in 2009 and extended till 2019</li> <li>• This agreement includes revised practices and procedures and includes Airport segment of system</li> <li>• As of April 2019, ST and KC are negotiating transfer of DSTT to ST but intend that KC would continue to operate and maintain</li> <li>• Bus operations in DSTT ended in March 2019</li> </ul>
<b>1.0</b>	<b>Purpose and Scope of Agreement</b>	
1.1	Purpose and Scope	<ul style="list-style-type: none"> <li>• Agreement specifies parties’ roles and responsibilities regarding O&amp;M of Link during start-up and passenger service</li> </ul>
1.2	Definitions	<ul style="list-style-type: none"> <li>• Can be found in Ex A</li> </ul>

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SECTION	NAME	DESCRIPTION
<b>2.0</b>	<b>System Description</b>	
2.0		<ul style="list-style-type: none"> <li>• Link serves Seattle and greater Puget Sound area</li> <li>• With barrier-free proof of payment system</li> <li>• Ex B provides description of portion of Link covered by this Agreement, will be updated as needed</li> </ul>
<b>3.0</b>	<b>General</b>	
3.1	KC's obligations	<ol style="list-style-type: none"> <li>1. KC will perform all work related to operating and maintaining Link as in this Agreement, will meet or exceed standards in Ex C, including:               <ol style="list-style-type: none"> <li>A. Operating Link in accordance with fleet mgt plan</li> <li>B. Maintaining equipment, specified facilities, systems, and ROW in accordance with Link Rail Maintenance Mgt Plan and Link Rail Maintenance Matrix (Ex D)</li> <li>C. Preparing, updating, and maintaining all procedures for plans in Responsibility Matrix (Ex E)</li> <li>D. Providing paratransit services for Link</li> <li>E. Providing and managing operations, maintenance, and supervisory personnel assigned to Rail Division</li> <li>F. Taking immediate action to manage any situation that would cause a delay or loss of Link service</li> <li>G. Assisting ST with start-up activities on all Link extensions, expansions, facilities, and enhancements</li> </ol> </li> <li>2. Separate Rail Division               <ol style="list-style-type: none"> <li>A. KC will maintain a Rail Div with distinct job classifications to operate and maintain Link</li> <li>B. KC will employ a managing director of Streetcar to handle all Streetcar O&amp;M separately from Link</li> <li>C. Functions that are not mission-critical to Link may be performed by other admin and support departments w/ KC or third parties, including support from KC central services or other Metro divisions, and Rail Div will have ST identity in terms of uniforms, communications, etc</li> <li>D. KC may not increase staffing solely because Metro has transitioned d2D unless pre-approved by ST</li> <li>E. Rail Division must use ST email system for all ST business, but may also use KC email system</li> <li>F. Rail Div staff must store all documents in ST repositories or cloud storage</li> <li>G. Rail Div staff will follow and comply with ST admin and security policies</li> <li>H. ST will periodically train Rail Div staff on info security</li> </ol> </li> <li>3. KC will subcontract the services in Ex F and may subcontract other work with ST approval, and will provide an estimated scope, cost, and schedule to ST for review and prior approval</li> <li>4. ST may choose to have KC use KCIT systems for the work (see §5 and Ex g)</li> </ol>

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SECTION	NAME	DESCRIPTION
		<ul style="list-style-type: none"> <li>A. All KC provided applications accessed from O&amp;M Facilities are to be through a secure web connection, no remote-control desktop applications allowed</li> <li>B. Underlying data for KC-provided apps stored on KC network, and ST has the right to request extracts of underlying data</li> </ul>
3.2	ST's obligations	<ul style="list-style-type: none"> <li>1. ST will retain certain responsibilities for Link:               <ul style="list-style-type: none"> <li>A. Make policy decisions</li> <li>B. Maintain financial control and management oversight</li> <li>C. Approve KC Link staffing levels</li> <li>D. Provide and replace facilities, systems, and equipment in Ex H (List of ST Owned Facilities and Equipment)</li> <li>E. Handle fare policy, fare collection, fare equipment maintenance, and fare enforcement</li> <li>F. Design and manage Link Security Program</li> <li>G. Procure equipment and vehicles, except as otherwise provided</li> <li>H. Coordinate with utility companies and cities for services and traffic signal coordination, KC to assist as appropriate</li> <li>I. Engineer and design capital improvements and manage major capital improvements and replacements for Link</li> <li>J. Prepare and amend the Service Plan with KC assistance</li> <li>K. Contract for service not assigned to KC</li> <li>L. Configuration Mgt to include capital improvements, maintenance of as-built drawings</li> <li>M. Review and approval of requests by KC to contract with third parties</li> <li>N. Provide information system operational standards</li> <li>O. Maintain and support ST provided technology hardware</li> <li>P. Ensure that all ST computers at the O&amp;M facilities will be connected to ST corporate network and managed by ST IT</li> <li>Q. Ensure that Link staff can communicate on Metro's emergency talk networks</li> <li>R. Provide info security and system admin policies, standards, and procedures</li> <li>S. Provide direction and coordination of response to info security events and incidents</li> <li>T. Provide info security controls</li> <li>U. Provide security training</li> </ul> </li> <li>2. Coordination with KC               <ul style="list-style-type: none"> <li>A. The parties will discuss policy, service development, financial and planning issues affect Link, though final authority rests with ST</li> </ul> </li> </ul>

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SECTION	NAME	DESCRIPTION
		B. ST will convene a Joint Leadership Team and schedule regular meetings to evaluate service performance, ID areas of improvement, and determine where corrective action plans are needed, and discuss staffing issues
<b>4.0</b>	<b>Ownership and Use of Link</b>	
4.1	ST owns Link	<ul style="list-style-type: none"> <li>• KC may not use or permit third parties to use Link for any purpose other than O&amp;M of Link</li> <li>• KC may not lease, sublease, license, or permit use of Link premises or equipment except as authorized by ST</li> </ul>
4.2		<ul style="list-style-type: none"> <li>• ST may direct KC to permit use of Link facilities by third parties</li> <li>• If FTA approval is required, ST will obtain approval in advance</li> <li>• Revenues accruing from such use will be retained by ST</li> <li>• KC will be compensated by §22.1.6 for additional costs in connection with this use</li> <li>• Third party use will require an indemnity agreement</li> </ul>
4.3		<ul style="list-style-type: none"> <li>• Management, scheduling, and authorization of access to employees and contractors to ROW or ST facilities is controlled by KC’s Track Access Coordinator through Track Access Procedures</li> <li>• All employees will follow the Track Access SOP</li> </ul>
4.4		<ul style="list-style-type: none"> <li>• ST will establish a process to channel requests for media access, tours, or other activities that may interrupt day-to-day operations</li> <li>• For any questions on access requests, KC will contact ST staff</li> </ul>
<b>5.0</b>	<b>Start-Up</b>	
5.1		<ul style="list-style-type: none"> <li>• If ST requires KC to operate or maintain new facilities (such as Northgate), Start-Up Period will start at least 24 months before facility opening date (FOD) or revenue service date (RSD)</li> <li>• Will end when Start-Up activities in Ex G are completed</li> <li>• Start-Up Period will overlap with construction and some activities may continue past FOD or RSD</li> <li>• Start-Up Period will be used to prepare for the integration of the new facility into Link, will include system testing, staff hiring, training, public education, system certification and commissioning, and development of plans (Ex G)</li> </ul>
5.2		<ul style="list-style-type: none"> <li>• ST is responsible for testing, safety certification, public education, and system commissioning</li> <li>• Where appropriate, ST will assist KC in prep for assuming its duties as operator and maintainer of the system</li> <li>• KC will assist ST when requested to complete activities replaced to Start-Up</li> </ul>

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<b>SECTION</b>	<b>NAME</b>	<b>DESCRIPTION</b>
5.3		<ul style="list-style-type: none"> <li>• ST will develop a preliminary scope, staffing plan, and cost estimate for new facility Star-Up based on ST’s operational requirements</li> <li>• Parties will meet and confer on scope, staffing plan, and cost estimate, as well as timing (using §22.0)</li> </ul>
5.4		<ul style="list-style-type: none"> <li>• Parties acknowledge there may be tasks that are key to start-up but need to be accomplished before Start-Up Period</li> <li>• Parties may review and consider these tasks for funding and staffing as needed</li> </ul>
5.5		<ul style="list-style-type: none"> <li>• ST will establish the FOD or RSD and inform KC at least 3 months in advance</li> <li>• FOD or RSD may not necessarily occur at the start of a transit service change</li> <li>• If RSD I other than at the start of a transit service change, KC will coordinate its bus service at the next service change</li> </ul>
<b>6.0</b>	<b>Service Planning and Scheduling</b>	
6.1	Service Plan	<ul style="list-style-type: none"> <li>• By end of Q2 of each year, ST will provide KC an annual service plan for the coming year with headways, special events, and operating hours</li> <li>• ST will discuss proposed changes with KC prior to finalizing plan</li> </ul>
6.2	Scheduling/ Assignments	<ul style="list-style-type: none"> <li>• KC will prepare train schedules and personnel and equipment assignments to meet the annual service plan</li> <li>• For special events requiring add’l staffing, ST will provide prior notice to KC ASAP to allow KC time to prepare</li> <li>• KC will make every effort to provide personnel and equipment for special event requests</li> </ul>
6.3	Rail/bus coordination	<ul style="list-style-type: none"> <li>• KC and ST will cooperate on the coordination and integration of bus and rail service</li> <li>• To the max extent practicable the parties will endeavor to coordinate Link service changes with KC’s service changes</li> </ul>
<b>7.0</b>	<b>Operations</b>	
7.1	Overall Services	<ul style="list-style-type: none"> <li>• KC will operate Link using the vehicles, facilities, equipment, and systems provided or approved by ST</li> <li>• KC will manage operational activities including service quality, communications systems, training, emergency response, employee management and assignment, safety, and special events</li> <li>• KC will manage the service during normal, special, and emergency operations</li> </ul>

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SECTION	NAME	DESCRIPTION
7.2	Operations Plans <b>Amended [3]</b>	<ul style="list-style-type: none"> <li>• KC’s O&amp;M of Link will be guided by Link Operations Plan, Link Maintenance Plan, Link Fleet Management Plan, and Link Security Program Plan</li> <li>• <b><u>The plans will be referred to as the “Link System Plans,” will be prepared by ST with support by KC, with ST to provide any planned revisions to KC and discuss prior to adoption</u></b></li> <li>• <b><u>Link System Plans will serve as basis for KC to develop staffing plans, training programs, O&amp;M rules, and SOPs for Link service</u></b></li> <li>• These plans will be prepared by ST with support by KC</li> <li>• Any revisions to the plans will be discussed with KC</li> <li>• Plans will serve as the basis for KC to develop staffing plans, training programs, O&amp;M rules, and SOPs for Link service</li> </ul>
7.3	Operating Procedures	<ul style="list-style-type: none"> <li>• KC will implement and maintain the Operating Rulebook and SOPs</li> <li>• Parties will establish a process for approval of rules, procedures, and revisions by both parties except where legislative action is required</li> </ul>
7.4	Training program	<ol style="list-style-type: none"> <li>1. KC will create, implement, and maintain a training program that includes certification, recertification, and refresher training, will include: <ol style="list-style-type: none"> <li>A. Complete job descriptions for all Rail Div positions</li> <li>B. Minimum training requirements for each position</li> <li>C. KC-required training, licenses, certifications, or endorsements</li> <li>D. Expiration dates of all training</li> <li>E. Certification and re-certification dates</li> <li>F. Completion status</li> <li>G. Training delivery methods</li> </ol> </li> <li>2. Training program will be jointly developed and approved by KC and ST, will be reviewed and updated annually by KC and submitted to ST for approval</li> <li>3. KC will be responsible for training recordkeeping</li> </ol>
7.5	Emergencies, service disruption, incidents, and accidents	<ol style="list-style-type: none"> <li>1. In event of an emergency, accident, incident, or hazardous conditions, KC will follow SOP for Link Control Center Callout Procedures, Callout Chain of Command, and All Hazard Response Plan for immediate notification to ST, will also follow these procedures for police actions, stoppage of service, station closures, or incidents on or near Link facilities</li> <li>2. When responding to accidents, incidents, hazardous conditions, or emergencies, KC will follow SOP Link Control Center Emergency Response Procedure</li> <li>3. KC will bridge Link service during emergencies or planned disruptions in accordance with SOPs</li> </ol>

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SECTION	NAME	DESCRIPTION
7.6	Operations Control Centers <b>Amended [2]</b>	<ol style="list-style-type: none"> <li>1. KC will provide continuous and uninterrupted operations of Link Ops Control Center, and will operate and manage Link communications systems including radio, SCADA, CCTV, public address, and variable message signs</li> <li>2. KC will monitor and control train and other vehicle movements in DSTT and operate communications systems including radio, SCADA, CCTV, public address, and variable message signs from DSTT Operations Control Center, and if DSTT is subsequently transferred to ST, parties will determine how to manage vehicle movements and communications in DSTT after transfer date</li> <li>3. Link Operations Control Center and DSTT Operations Control Center are at 1263 Sixth Ave and are referred to as Link Control Center, back-up center is at 3407 Airport Way S, <b><u>following completion of the Link Control Center at the O&amp;M Facility in Seattle, the Link Operations Control Center and DSTT Operations Control Center will be relocated to and consolidated in the Link Control Center at the O&amp;M Facility</u></b></li> <li>4. ST may relocate the DSTT Operations Control Center to O&amp;M Facility and use Metro facility for back-up, <b><u>when the DSTT Operations Control Center is relocated to the Operations and Maintenance Facility, the King County Metro Building space at 1263 6th Avenue, Seattle, Washington, will be used as the back-up Link Operations Control Center and DSTT Operations Control Center</u></b></li> </ol>
<b>8.0</b>	<b>Maintenance</b>	
8.1	Overall Services	<ul style="list-style-type: none"> <li>• KC will maintain ST vehicles, facilities, equipment, and systems in accordance with Link Maintenance Management Plan (Ex D)</li> <li>• KC will implement and update standard maintenance procedures and preventive maintenance schedules</li> <li>• Level of maintenance to be approved by ST</li> </ul>
8.2	General Maintenance	<ol style="list-style-type: none"> <li>1. Enterprise Asset Management System (EAMS) <ol style="list-style-type: none"> <li>A. KC will track and maintain accurate records for all ST assets including vehicles, facilities, equipment, and systems using EAMS system owned and managed by ST</li> <li>B. ST will update assets in EAMS database as soon as info is available, but missing data in EMAS does not preclude KC's responsibility to perform any work</li> </ol> </li> <li>2. Parts <ol style="list-style-type: none"> <li>A. ST will provide and KC will maintain a level of spare parts and equipment based on a min/max criterion agreed with ST, and KC will order new parts through EAMS process with all invoices sent to ST</li> </ol> </li> </ol>

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SECTION	NAME	DESCRIPTION
		<p>B. KC will purchase consumables unless otherwise directed by ST and will manage and store at O&amp;M facility and track consumption</p> <p>3. Special test equipment and tools will be provided by ST and will be inspected and inventoried by KC quarterly with records submitted to ST</p> <p>4. ST will provide as-built drawings and maintenance manuals and will update this info (see §9.0)</p> <p>5. KC is responsible for regular and detailed cleaning of all ST vehicles, ROW, and Link facilities (see Ex D)</p> <p>6. KC may use the vehicles and equipment provided by ST for operating Link service or for maintenance but for no other purpose and must return all equipment and property in good repair, ST will equip all non-revenue vehicles with GPS to track their use</p>
8.3	Communications and SCADA Systems Maintenance	<p>1. KC is responsible for all field maintenance of all hardware in Link SCADA and Control Systems</p> <p>2. ST will support the SCADA and Control Systems with network and operations technology services</p>
8.4	Facilities Maintenance <b>Amended [3]</b>	<p>KC is responsible for Link facilities maintenance activities in Ex D, including O&amp;M Facility, parking lots, stations, plazas, and tunnels, including interior rooms, and building screening</p> <p>1. ST is responsible for artwork repair, maintenance, and cleaning</p> <p>2. Signage at Link stations will confirm to ST specs (see Ex J)</p> <p><b><u>3. Rail Traction Power group in KC Metro’s Rail Div is responsible for O&amp;M of the 26kV distribution in the DSTT, fed from a shared Metro facility to feed surface street trolley operations and Link light rail operations, if breaker operation is required Rail Traction Power group must communicate with Metro’s Transit Facilities Division and other impacted Metro groups, preventative maintenance and schedules must adhere to ST O&amp;M Management Plan (MMP) and must minimize potential operational impacts</u></b></p>
8.5	ROW Maintenance	<ul style="list-style-type: none"> <li>• KC responsible to inspect, maintain, and repair ROW, including track, special track work, grade crossings, stray current testing, etc (see Ex D)</li> </ul>
8.6	Vehicle Maintenance (Light Rail, Other Vehicles and Equipment)	<p>KC will inspect, maintain, and repair ST’s light rail vehicles (LRV) per Ex D, including daily and deep cleaning, preventive maintenance, repair, and alteration for advertising campaigns</p> <p>1. ST is responsible for receipt and safeguarding of car history books prepared by LRV manufacturers using maintenance data provided by KC and updated within the ST EAMS database by KC</p>



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<b>SECTION</b>	<b>NAME</b>	<b>DESCRIPTION</b>
		2. KC will arrange competitively-priced maintenance for other ST provide vehicles following manufacturer recommended maintenance and repair schedule and approved by ST
8.7	Heavy repairs, overhauls, projects, special campaigns, and system-wide modifications	<ol style="list-style-type: none"> <li>1. Heavy repairs, overhauls, special campaigns, and system-wide modifications must be in accordance with ST-approved plans (§9), with KC to provide a cost-benefit analysis, scope of work, and schedule and ST reserves the right to perform its own analysis</li> <li>2. Prior to completion of construction and systems contracts, re-work and modifications may be conducted by the original manufacturers and will be supported by KC</li> <li>3. If ST property, facilities, or equipment require modification or configuration change, KC will provide justification, details, drawings, or other documentation, but ST has final say</li> </ol>
8.8	Part/component repair	<ul style="list-style-type: none"> <li>• KC will provide ST with a cost benefit analysis, scope of work, and schedule to evaluate proposed part and component repairs for LRV, non-revenue vehicle, facilities, and ROW systems, which ST will use to provide KC with direction</li> </ul>
<b>9.0</b>	<b>Configuration Management</b>	
9.1	Configuration Changes	<ul style="list-style-type: none"> <li>• ST is responsible for configuration changes that would result in modification of the as-built configuration and related documentation of Link vehicles, equipment, and facilities</li> </ul>
9.2	Configuration Control	<ul style="list-style-type: none"> <li>• KC is responsible for configuration control, may propose changes to Link capital assets that affect their physical and/or operational characteristics via a form change proposal (see ST Adm Policies and Procedures #38)</li> </ul>
9.3	Approval of proposed configuration changes	<ul style="list-style-type: none"> <li>• ST will review KC's proposal documentation details and determine if the change merits implementation</li> <li>• No configuration change without approval by ST ED</li> <li>• After approval, ST will prepare and fund a work order</li> <li>• After work completed, ST will inspect work</li> </ul>
9.4	Alternate part qualification procedure	<ul style="list-style-type: none"> <li>• Standard Maintenance Procedure (SMP) 25.17 provides requirements and procedures that must be followed to propose and test an alternate part when original part cannot be sourced</li> </ul>
<b>10.0</b>	<b>Customer Services / Information / Marketing</b>	
10.1	Overview	<ul style="list-style-type: none"> <li>• KC will provide management, training, automated information, and telecommunications services necessary to provide customer services and products for Link</li> </ul>
10.2	Customer Services	<ol style="list-style-type: none"> <li>1. KC will provide Link schedule info and trip planning using customer service reps and/or automated systems in same manner as for KC transit services, but reps must refer to Link as a ST service</li> </ol>

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<b>SECTION</b>	<b>NAME</b>	<b>DESCRIPTION</b>
		<ol style="list-style-type: none"> <li>2. KC will provide Link customer services in accordance with Customer Service Operating Policies and Procedures</li> <li>3. KC will provide Link online service info via a link on KC web site to ST web site that is developed and maintained by ST</li> <li>4. ST will provide lost and found services through a Lost and Found Procedures SOP</li> <li>5. KC will electronically produce and post customer notification info using public address and variable message announcements, email, texts, rider web site, and automated phone system as outlined in Customer Service Policy and Procedures</li> </ol>
10.3	Fare Media Sales	<ul style="list-style-type: none"> <li>• KC and ST have entered into separate fare collection agreements that will govern regional fare media sales</li> </ul>
10.4	School education program	<ul style="list-style-type: none"> <li>• KC will include ST-provided info about Link in any school outreach activities conducted by KC</li> </ul>
10.5	Printed customer information distribution	<ul style="list-style-type: none"> <li>• KC will distribute ST-produced Link schedule info at employment sites and other locations where appropriate</li> </ul>
10.6	Training	<ul style="list-style-type: none"> <li>• KC will provide Link-specific training to KC customer service staff, training to be approved by ST</li> </ul>
10.7	Signage Hardware / Changeable Info Displays	<ul style="list-style-type: none"> <li>• Parties' responsibilities for signage hardware are in Ex J</li> <li>• KC will install and maintain the changeable info such as system maps, area maps, and TVM info</li> <li>• KC will produce and install rider alerts, schedules, and related bus info at Link stations and adjacent bus stops</li> <li>• KC will update ST-produced customer info in interior and exterior of LRVs</li> </ul>
10.8	Surveys	<ul style="list-style-type: none"> <li>• Parties will collaborate on customer surveys and share info</li> </ul>
10.9	Marketing	<ul style="list-style-type: none"> <li>• ST is responsible for all marketing and advertising of Link</li> <li>• KC will include ST-provided marketing materials about Link where appropriate</li> </ul>
10.10	Technology	<ul style="list-style-type: none"> <li>• ST will work with KC to modify the current system or develop new tech so that Link stations telephones will be answered by KC as "ST"</li> <li>• If tech changes, it will be configured so all customer calls may be answered by KC as "ST"</li> </ul>
10.11	Media Relations	<ul style="list-style-type: none"> <li>• ST is responsible for all communications with the media about Link operations</li> <li>• KC will direct all media requests for info to ST</li> <li>• Media advisories or notifications involving Link service will be coordinated between KC and ST</li> </ul>
<b>11.0</b>	<b>Safety Responsibilities (KC is primarily responsible to operate Link in safe manner)</b>	
11.1	Incident notification, investigation, and reporting	<ol style="list-style-type: none"> <li>1. KC responsible for initial incident notification, investigation, and reporting to ST in accordance with SOPs that ST must approve and includes KC investigating Link-related incidents</li> </ol>

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		<p>that appear to meet regulatory thresholds for investigation and are alleged to have occurred in or on Link service, ROW, or facilities, with ST having right to conduct add'l investigation</p> <ol style="list-style-type: none"> <li>2. KC will provide preliminary incident investigation reports to ST Safety &amp; Quality Mgt Dept and ST Director of Light Rail w/in 2 business days</li> <li>3. KC will complete and submit a final incident report to ST w/in 30 calendar days, with disputes going to Link Light Rail Joint Safety Committee</li> <li>4. KC will maintain and review annually the System Safety Program Plan (SSPP) per WAC, will be reviewed by ST               <ol style="list-style-type: none"> <li>A. KC will develop performance standards under SSPP and will report progress and deficiencies</li> <li>B. KC and ST staff will set safety goals and objectives to track and monitor and report on quarterly</li> </ol> </li> <li>5. KC will implement and maintain an Accident Prevention Plan per WAC and will inform ST of any updates, ST may conduct spot checks</li> </ol>
11.2	Link Light Rail Joint Safety Committee	<ul style="list-style-type: none"> <li>• Link Light Rail Joint Safety Committee will meet monthly to review incident trends and accident preventability and will develop and implement recommendations for remedial actions to address safety hazards or adverse trends</li> </ul>
11.3	System Reviews	<ul style="list-style-type: none"> <li>• State Safety Oversight Agency conducts a triennial review of System Safety Program Plan and System Security Plan</li> <li>• KC must participate and cooperate fully</li> <li>• KC and ST will develop corrective action plans as needed</li> <li>• ST will pay any penalties associated with review</li> </ul>
11.4	Issuance of Equipment	<ul style="list-style-type: none"> <li>• KC and ST acknowledge the need to establish protocols for issuance of equipment via SOPs and SMPs, will develop by 12/15/19</li> </ul>
11.5	Access	<ul style="list-style-type: none"> <li>• KC will provide ST with access to facilities, equipment, and personnel</li> <li>• ST safety personnel must follow applicable KC rules</li> </ul>
<b>12.0</b>	<b>Security</b>	
12.0		<p>ST will provide police and security for Link, including DSTT:</p> <ol style="list-style-type: none"> <li>A. All police work will be performed by sworn police officers through a direct contract with ST</li> <li>B. All security work will be performed by security contractors through a direct contract with ST</li> <li>C. ST will perform fare enforcement on Link through contracted police and security provider</li> <li>D. ST police will coordinate as needed with KC's MTP</li> </ol>

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SECTION	NAME	DESCRIPTION
<del>13.0</del>	<del>DSTT—Deleted in entirety</del> <b>[3]</b>	
13.0		<ul style="list-style-type: none"> <li>• <del>DSTT includes the Tunnel, Merge Zone, and Tunnel Annex</del></li> <li>• <del>KC responsible for O&amp;M of DSTT, except security (ST)</del></li> <li>• <del>KC’s responsibility for O&amp;M of DSTT will cease upon transfer of DSTT to ST except as otherwise agreed</del></li> </ul>
13.1	Operations	<ol style="list-style-type: none"> <li>1. All communications related to DSTT will be controlled and coordinated by KC from Link Control Center, including radio communications with train operators and other vehicles in DSTT and public communication in DSTT</li> <li>2. KC will monitor and manage all DSTT systems through SCADA, will provide utilities, but ST will provide metering devices on any ST primary or backup power source to separate billing</li> <li>3. ST will pay for power consumed to operate LRVs and any light rail elements in DSTT</li> </ol>
13.2	Maintenance	<p>KC will maintain DSTT and its systems, components, equipment, vehicles, and parts, including ongoing inspections, testing, maintenance, and inventory mgt</p> <ol style="list-style-type: none"> <li>1. <del>ST is responsible for procurement, installation, and</del></li> </ol>
13.3	DSTT maintenance after transfer to ST	<ul style="list-style-type: none"> <li>• <del>Parties are negotiating a potential transfer of DSTT from KC to ST</del></li> <li>• <del>Parties are negotiating for KC to O&amp;M DSTT on behalf of ST for the term of this Agreement</del></li> <li>• <del>If DSTT is transferred, ST will be responsible for all O&amp;M in the DSTT and this §13 will be void</del></li> <li>• <del>ST may contract with KC to O&amp;M DSTT on behalf of ST after the transfer by amending this agreement or entering into a new DSTT agreement</del></li> <li>• <del>Parties intend that if ST and KC enter into a new agreement for DSTT O&amp;M, the new DSTT agreement will supersede §13</del></li> </ul>
<u>13.4</u>	<p><u><b>New section: Operation and Maintenance of DSTT Conveyance Systems</b></u> <b>[1]</b></p> <p><b>Section added in Amendment 1, deleted in Amendment 3</b></p>	<ul style="list-style-type: none"> <li>• <u><b>Prior to the transfer of the DSTT from KC to ST, ST shall be responsible to operate and maintain all elevators and escalators serving the DSTT (called “DSTT Conveyances”) at ST’s sole cost and expense</b></u></li> <li>• <u><b>ST may implement its DSTT Conveyances O&amp;M duties through a contractor</b></u></li> <li>• <u><b>Title to and ownership of DSTT Conveyances remain with KC until DSTT is transferred to ST</b></u></li> <li>• <u><b>KC makes no representation or warranty as to the condition or suitability of the DSTT Conveyances</b></u></li> <li>• <u><b>ST accepts responsibility for the DSTT Conveyances in their “as is, where is” condition</b></u></li> <li>• <u><b>ST shall hold harmless, indemnify, and defend KC from and against any claims, lawsuits, or other proceedings brought against ST or its contractor</b></u></li> </ul>

Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)

SECTION	NAME	DESCRIPTION
		<ul style="list-style-type: none"> <li>• <del>As owner, KC will continue to file all L&amp;I Inspection Reports and acquire annual operating certificates that are necessary for continued operation of DSTT Conveyances</del></li> <li>• <del>This first amendment is effective January 1, 2021</del></li> </ul>
<b>14.0</b>	<b>Paratransit</b>	
14.1	Service requirements	<p>KC will provide complementary paratransit service per ADA</p> <ol style="list-style-type: none"> <li>1. Due to linear configuration of Link, Link paratransit service area will be a continuous corridor (see Ex K) extending ¼ mile on each side of alignment</li> <li>2. Following conditions will be met: <ol style="list-style-type: none"> <li>A. If KC contracts to provide the service, ST will be provided with opportunity to participate in contractor eval process, if contracting KC not subject to §3.1.3</li> <li>B. KC will notify ST’s Accessibility Svcs Mgr of any federal or state ADA complaints and give ST right to review</li> <li>C. KC will provide ST with all relevant info on Link paratransit service so ST can report to NTD and document in WSDOT Summary of Public Transpo rpt</li> </ol> </li> </ol>
14.2	Eligibility Requirements	<ul style="list-style-type: none"> <li>• KC will provide a copy of current eligibility requirements for application form and appeal process and will keep ST informed of any changes in eligibility requirements or procedures</li> </ul>
14.3	Estimated cost of service for budgeting purposes	<ul style="list-style-type: none"> <li>• KC will prepare annual estimates of cost to provide paratransit service in Link corridor to assist ST in budgeting</li> </ul>
14.4	Implementation of Service	<ol style="list-style-type: none"> <li>1. KC will furnish qualified and trained personnel to provide Link paratransit service, will provide and operate paratransit vehicles and manage all aspects of paratransit operations consistent with KC’s SOPs, will provide SOPs to ST and will notify ST of any emergencies or accidents</li> <li>2. KC will provide ST a copy of its current performance standards for paratransit services</li> <li>3. KC will provide service performance data per Ex L</li> <li>4. ST and KC will annually review scope and cost of Link paratransit service and negotiate compensation</li> <li>5. ST will pay 50% of the paratransit trip cost having both O/D w/in Link paratransit service area corridor and 50% of the registration and certification costs for registered riders within the Link corridor <ol style="list-style-type: none"> <li>A. Parties will use average system trip cost to calculate the trip costs in the Link corridor, limited to contractor’s costs and fuel with ST paying 50%</li> <li>B. ST will pay registration and certification costs for 50% of registered riders who live in Link corridor</li> <li>C. ST’s monthly paratransit costs are A+B</li> </ol> </li> </ol>

**Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)**

<b>SECTION</b>	<b>NAME</b>	<b>DESCRIPTION</b>
		6. KC will provide travel training services who request training to use ST Express, Link, or Sounder and ST will reimburse KC for estimated cost of 1 transit instructor plus OH and admin, KC will update reimbursement expenses each Q4 for next year and will invoice ST monthly
<b>15.0</b>	<b>Administration</b>	
15.1	Recruitment / Selection	<ol style="list-style-type: none"> <li>1. KC will maintain job requirements, job descriptions, and compensation tables for Rail Div positions in consultation with ST, and must comply with laws and CBAs in recruiting and selecting employees</li> <li>2. KC and ST will not discriminate and will comply with all laws</li> <li>3. KC will conduct competitive recruitment processes open to internal and external applicants, will note if evening shifts are required, will include ST in selection process, and will keep ST updated</li> <li>4. KC will consult and include ST in recruitment and selection for leadership positions (supervisor and manager positions above rank of chief) and will include ST in annual leadership position evaluations</li> <li>5. KC will include ST in recruitment and selection of head of Rail Div and annual eval process, ST ED and Metro GM must concur before a selection can occur</li> </ol>
15.2	Unsatisfactory employee performance and employee conduct	<ol style="list-style-type: none"> <li>1. KC will ensure Rail Div employees perform in a satisfactory manner, if not, KC will take corrective measures and if ST finds out, will report to KC and request appropriate action</li> <li>2. Rail Director will meet with ST to discuss and monitor employee performance issues and will brief ST on any disciplinary actions</li> <li>3. When KC is aware of a safety violation that could lead to termination, employee will be placed on paid admin leave unless this conflicts with CBA</li> </ol>
15.3	Uniforms	<ol style="list-style-type: none"> <li>1. ST will determine which job classifications in the Rail Div require uniforms and will select uniforms, KC will manage uniform contracts and will standardize across crafts</li> <li>2. KC may purchase and allow Rail Div employees to wear a lapel pin 1" in size to ID them as KC employees</li> </ol>
15.4	Appearance Standards	<ul style="list-style-type: none"> <li>• All Link employees expected to be neat and clean at work</li> <li>• KC will apply appearance standards approved by ST</li> <li>• ST may conduct appearance checks</li> </ul>
15.5	Drug Use and Alcohol Testing Program	<p>ST prohibits the illegal manufacture, distribution, possession, or use of any controlled substance on ST property or equipment</p> <ol style="list-style-type: none"> <li>1. KC will implement a drug and alcohol testing program that complies with USDOT, ST may review</li> <li>2. KC will annually certify its compliance and submit reports by March 1 to ST</li> </ol>

**Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)**

<b>SECTION</b>	<b>NAME</b>	<b>DESCRIPTION</b>
		3. KC will submit to ST written evidence of a program and certify compliance
15.6	Human Resources Information	KC will provide performance reports per Ex L
15.7	Benefits and records	KC is responsible for payroll, benefits, and records for Rail Div staff
15.8	Performance monitoring	KC is responsible for ongoing performance management of employees and will provide copies to ST on request
15.9	Labor relations	<ol style="list-style-type: none"> <li>1. Compliance with laws               <ol style="list-style-type: none"> <li>A. KC will comply with laws and other labor-related agreements, will not be asked to violate laws</li> <li>B. If a provision in this Agreement is or becomes in conflict with laws, regulations, or court decisions, Agreement will be amended</li> </ol> </li> <li>2. KC will inform ST of any notice from a union rep proposing CBA terms that conflict with the Agreement and will analyze implications to cost of Link work</li> <li>3. ST will reimburse KC for costs incurred by KC in complying with laws, regulations and court decisions, unless Agreement is terminated</li> <li>4. ST unions have entered into an Agreement Pursuant to Section 13(c) of the Federal Transit Act (2/29/96) and will reimburse KC for complying with this</li> </ol>
15.10	Apprenticeship programs	<ul style="list-style-type: none"> <li>• Parties will develop apprenticeship programs in selected trade classifications and will jointly determine implementation, recognizing that workforce diversity is valued</li> </ul>
15.11	Reasonable access to employment-related records	<ul style="list-style-type: none"> <li>• ST will provide KC with reasonable access to into contained in ST’s email and IT systems for Link-related employment investigations and defense of lawsuits</li> </ul>
<b>16.0</b>	<b>Audits, inspections, and reports</b>	
16.1	Audits, Financial and Environmental Records and Inspections	<ul style="list-style-type: none"> <li>• KC will provide ST, State Auditor, and any reps with full access to KC records for all matters covered by this Agreement and Lin facilities</li> <li>• KC will permit these reps to audit, examine, and make excerpts from the records</li> </ul>
16.2	Quality Assurance / Performance Audits / Oversight Audits	<ul style="list-style-type: none"> <li>• ST will conduct QA and performance / oversight audits to determine the quality of rail O&amp;M of ST vehicles, systems, equipment, and facilities</li> </ul>
16.3	Review	<ul style="list-style-type: none"> <li>• ST will review results of the audits with KC and determine if any add’l action is needed</li> </ul>
16.4	Reimbursement	<ul style="list-style-type: none"> <li>• KC will cooperate fully with ST, State Auditor, a federal agency auditor, or any independent auditor retained by ST</li> </ul>

**Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)**

<b>SECTION</b>	<b>NAME</b>	<b>DESCRIPTION</b>
		<ul style="list-style-type: none"> <li>• ST will reimburse KC for add'l documented costs associated with copying</li> </ul>
16.5	Retention of records	<ul style="list-style-type: none"> <li>• KC will provide copies of records pertaining to the work to ST and records relating to the cost of the work will be maintained as required by State Auditor</li> <li>• ST will reimburse KC for add'l documented costs for copying</li> <li>• Records pertaining to the cost of the work must be retained for 6 years or length of time required by the State's public records laws if longer than 6 years</li> </ul>
<b>17.0</b>	<b>Performance</b>	
17.1	Performance Responsibility	<ul style="list-style-type: none"> <li>• KC will provide a cost-efficient, high-quality light rail service</li> <li>• KC will provide service in cost-effective and efficient manner</li> <li>• ST will hold KC accountable to meet agreed-upon service standards as in this section and §25</li> </ul>
17.2	Performance Standards	<ul style="list-style-type: none"> <li>• Performance standards in Ex C are provided to measure quality of service and productivity and ID problems</li> <li>• ST will provide data to enable KC to produce reports</li> <li>• KC will evaluate the data to determine if corrective action is needed to meet the standards</li> <li>• If corrective action is needed, KC will develop and submit a written plan to ST</li> <li>• KC will monitor and report on progress to Joint Leadership Team</li> </ul>
17.3	Incentive Programs	<p>KC will implement and maintain individual and team recognition programs that encourage safety, customer service, attendance, professionalism, and outstanding performance:</p> <ul style="list-style-type: none"> <li>A. Performance indicator improves overall Link service and keeps costs contained</li> <li>B. Riders and public recognize the indicator as important</li> <li>C. Incentives will be established at selected performance intervals</li> <li>D. Incentive encourages employee participation</li> <li>E. Performance Standards are used in developing the programs</li> </ul>
17.4	Customer perception survey	<ul style="list-style-type: none"> <li>• ST will establish an annual customer perception survey that will include 7 areas to be measured:               <ol style="list-style-type: none"> <li>1. System cleanliness</li> <li>2. On-time performance</li> <li>3. Customer service</li> <li>4. Employee performance</li> <li>5. Mechanical reliability</li> <li>6. Security</li> <li>7. Safety</li> </ol> </li> </ul>



**Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)**

<b>SECTION</b>	<b>NAME</b>	<b>DESCRIPTION</b>
17.5	Performance reporting	<ol style="list-style-type: none"> <li>1. In addition to indicators in Ex C, KC will provide all required info in Ex L with monthly invoice due on 25<sup>th</sup> every month</li> <li>2. ST will use Performance Reports and Performance Standards info to monitor KC's performance and will provide feedback, KC to provide raw data within 10 days on request</li> </ol>
<b>18.0</b>	<b>Information reporting; special notification matters</b>	
18.1		<ol style="list-style-type: none"> <li>1. Reporting requirements: KC will provide ST a report with the monthly invoice (due on the 25<sup>th</sup>) for service from previous month, KC will provide extracted data to ST, data requirements may change based on FTA requirements</li> <li>2. NTD reports: ST is responsible to report to NTD for light rail operations, KC will provide ST all required info for ST to report to NTD by April 30 deadline</li> </ol>
18.2	Ridership Information	<ul style="list-style-type: none"> <li>• KC will collect ST ridership data using on-board APCs</li> <li>• KC will transmit ridership data to ST monthly</li> <li>• ST is responsible for completion of NTD using this info</li> </ul>
18.3	Daily Service Report	<ul style="list-style-type: none"> <li>• KC will provide a daily service report by 0900 hours to ST</li> </ul>
18.4	Notification of County Policy Changes that may substantially affect Link	<ul style="list-style-type: none"> <li>• KC Rail Director will notify ST of material changes to KCC or County admin rules or Metro or Exec policies that could affect KC's work or ST's costs</li> </ul>
18.5	Link Shared Cost and Budget Change Notification	<ul style="list-style-type: none"> <li>• Consistent with Ex N, KC will ID and discuss with ST any proposed changes to estimated costs or allocation methods</li> <li>• KC will ID such issues prior to parties' annual operating expense budgeting and reconciliation process</li> </ul>
18.6	Notifications regarding County's collective bargaining of labor agreements affecting Rail Div	<ul style="list-style-type: none"> <li>• Parties recognize there is a nexus between Link operations and KC labor agreements for Rail Div staff</li> <li>• In advance of KC's collective bargaining, ST will communicate to KC regarding matters of interest to ST</li> <li>• KC will report back to ST on status of those items after collective bargaining process is complete</li> </ul>
<b>19.0</b>	<b>Material and warranty management</b>	
19.1	Warranty Administration and Tracking	<ol style="list-style-type: none"> <li>1. ST will administer and execute contractual warranties and claims pertaining to Link</li> <li>2. KC will initiate warranty claims using ST EAMS system for work order management</li> <li>3. Warranty work orders that have parts issued to them will follow parts issuing and inventory procedures for claim credits</li> <li>4. KC will coordinate vendor provided repairs and/or replacement as necessary with ST providing final direction</li> </ol>
19.2	Material Management	<ul style="list-style-type: none"> <li>• KC will maintain agreed-upon inventory levels and manage the inventory through ST EAMS system</li> </ul>

Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)

SECTION	NAME	DESCRIPTION
<b>20.0</b>	<b>Environmental Management</b>	
20.1	Environmental Management Compliance Program	<ol style="list-style-type: none"> <li>1. KC will update and maintain and Environmental Management Compliance program that ID’s environmental laws, regs, and ordinances that apply to Link and describe how it will comply</li> <li>2. KC will meet environmental laws, regs, and ordinances and will document and update the Environmental Management Compliance program and its requirements, with ST allowed to review updates</li> <li>3. Environmental cleanup will be guided by Spill Response Plan SMP 25.19</li> <li>4. KC will ID a contact person for environmental compliance during Link operation and that person or a qualified substitute will be available 24/7</li> </ol>
20.2	Environmental Monitoring Requirements	<ol style="list-style-type: none"> <li>1. ST will determine if KC will perform any required environmental monitoring or whether ST should do it, if KC should monitor ST will provide a list of duties (groundwater, stormwater, maintenance of environmental mitigation areas)</li> <li>2. Environmental monitoring costs are not included in the Baseline Cost and will be determined when monitoring agreements are provided to KC by ST, ST will reimburse KC for actual costs for monitoring</li> </ol>
20.3	Environmental Notification Responsibilities	<ol style="list-style-type: none"> <li>1. ST will provide KC with location of any known hazardous substances on Link properties operated by KC and KC will notify employees and contractors</li> <li>2. KC will notify ST in advance of any scheduled compliance inspections by regulatory agencies</li> <li>3. Several sensitive areas and buffers (wetlands and streams) exist in Link ROW, ST will notify KC of the location of these areas and KC will not alter except as ST directs</li> </ol>
<b>21.0</b>	<b>Procurement and Contracting</b>	
21.1		<ul style="list-style-type: none"> <li>• ST will purchase all new and replacement vehicles and equipment</li> </ul>
21.2		<ul style="list-style-type: none"> <li>• As in §3.1.3, KC will not contract any obligations under the Agreement without prior approval from ST</li> </ul>
<b>22.0</b>	<b>Compensation (ST will compensate KC for its work on Link O&amp;M and paratransit)</b>	
22.1	Baseline cost	<p>Baseline cost refers to annual cost of the work to provide the scheduled level of service in Link Operations Plan, ST will reimburse KC monthly according to Baseline cost estimates and subject to reconciliation</p> <ol style="list-style-type: none"> <li>1. Annual Baseline Cost is the annual cost for the Work that is specified in the annual Link Operations Plan: <ol style="list-style-type: none"> <li>A. Cost summary: Annual Baseline Costs consists of: <ol style="list-style-type: none"> <li>1. Link direct costs: labor and non-labor</li> </ol> </li> </ol> </li> </ol>

Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)

SECTION	NAME	DESCRIPTION
		<ul style="list-style-type: none"> <li>a) Labor costs for employee positions in the Staffing Plan (wholly and exclusively employed in Rail Div)                             <ul style="list-style-type: none"> <li>i) KC Staffing Plan is presented in chart form, any changes must be approved by ST</li> </ul> </li> <li>b) All non-labor costs separable for Rail Div and unburdened from any form of OH or support costs for non-Rail Div units, include services, materials, and supplies, utilities, claims handline, and risk admin</li> </ul> <p>2. Link Shared Costs: costs of resources that are shared among Rail Div and other KC services per Ex N and §22.1.1.C, and revised on annual basis, must have a demonstrable, documented calculation methodology</p> <p>3. Total O&amp;M Costs: sum of Link Direct Costs and Link Shared Costs</p> <p>B. Documentation of Link Direct O&amp;M Costs: Labor costs = wages, salaries, and benefits, annual cost submittals will detail # FTEs assumed per position, annual cost of each position, and total estimate for year, must reconcile to Staffing Plan chart from §22.1.1.A</p> <p>C. Documentation of Link Shared Costs: By each Oct 31, KC will provide ST with all labor and non-labor costs allocated to Link and shared with other KC operations to calculate subsequent year's Baseline Cost</p> <p>2. Revisions to the Baseline Cost:</p> <ul style="list-style-type: none"> <li>A. Changes to Baseline Cost for following year may be proposed by either party but only adopted by mutual agreement, ST retains the right to approve any changes to the scope of the Work and the staffing plan</li> <li>B. The parties will meet each Q2 to review and adjust the Baseline Cost to reflect current info about Link O&amp;M</li> <li>C. Parties expect that Link will be operated at a cost and performance consistent with comparable light rail systems, so Joint Leadership Team will review cost-containment measures annually</li> </ul> <p>3. Once the Baseline Cost is established for upcoming calendar year, it will be interpreted as "not to exceed" cost, KC will not exceed without written permission from ST (§22.1.4, 22.1.5, 22.1.6), but KC not required to subsidize ST</p> <p>4. Changes may need to be made to the Operating Plan, levels of staffing, unforeseen work or costs, may require expenditures by KC in excess of the Baseline Cost, may be allowed prior to Annual Review if authorized by negotiated task order</p>

Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)

SECTION	NAME	DESCRIPTION
		<p>5. Before implementing track extensions, add'l stations, or add'l Link facilities, parties must agree to a start-up Plan (§5) including staffing and other costs</p> <p>6. One-time costs may arise from emergencies or other issues, KC will contact ST Director of Light Rail, who may approve an expenditure via email then KC will provide ST with a written description of the Work and a timeline and cost</p> <p>7. When KC charges ST for the cost of labor expense, KC will reduce its charge to ST by a pro rata amount to account for the fact that payout of accrued vacation pay and sick leave pay for Link staff may include a payout for time accrued for when those staff were not direct Link staff, reduction will be based on:</p> <ul style="list-style-type: none"> <li>A. Number of hours of vacation pay and sick leave pay paid out to qualified direct Link employees</li> <li>B. Multiplier factor for vacation pay (100%) and sick leave pay (35%)</li> <li>C. % of employment time that each employee receiving a leave payout spent as a non-direct Link employee</li> <li>D. Wage rate that each employee was receiving prior to transferring into Link</li> <li>E. Current federal Social Security/FICA rate will be applied</li> <li>F. When KC offers retirement incentives and employee exercises these, KC will credit ST for 100% of the incentive amount</li> </ul> <p>8. Parties recognize that KC may pay out accrued Vacation Pay and Sick Leave Pay for KC employees who were at one time part of Link but are not now, payouts will be offset by:</p> <ul style="list-style-type: none"> <li>A. Number of hours of Vacation Pay and Sick Leave Pay paid out to the ID'd KC employees</li> <li>B. Multiplier factor for Vacation Pay (100%) and Sick Leave Pay (35%)</li> <li>C. % of employment time that each employee spent as a direct Link employee</li> <li>D. Wage rate that each employee was receiving in his or her position within the Link organization prior to transferring out</li> <li>E. Current federal Social Security/FICA rate</li> </ul>
22.2	Paratransit Costs	<ul style="list-style-type: none"> <li>• ST will compensate KC for provision of required paratransit services in Link corridor (Ex K, §14.4.5)</li> <li>• Parties will negotiate any proposed changes to the paratransit costs during annual review under §22.1.2</li> </ul>
22.3	Invoices and Payment	<p>KC will submit a completed monthly invoice by 25<sup>th</sup> of each month, shall include:</p> <ul style="list-style-type: none"> <li>A. 1/12 of the annual Baseline Cost for the year</li> <li>B. Actual monthly paratransit costs (§14.4.5, 14.4.6)</li> </ul>

**Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)**

<b>SECTION</b>	<b>NAME</b>	<b>DESCRIPTION</b>
		C. Any other costs that have been approved by ST Invoice must be completed or it will not be processed, must be accompanied by monthly reports (Ex L), with ST to notify KC within 10 business days if invoice is incomplete
22.4	Reconciliation	During financial data review (§18.1.2), parties will reconcile actual costs with estimated costs as follows: 1. For Baseline Cost, KC’s actual costs to perform the Work will be compared to ST’s payments for Baseline Costs (§22.1) 2. If an overpayment or underpayment is found, parties will determine appropriate refunds or payments
22.5	ST Audit	<ul style="list-style-type: none"> <li>• ST may audit KC’s financial records, process, and methodology regarding its Work</li> <li>• ST may use an independent auditor to review</li> <li>• KC will provide ST access to documentation related to the Annual Review</li> </ul>
22.6	Government Taxes, Assessments and Fees Reimbursement	<ul style="list-style-type: none"> <li>• ST will pay all federal, state, and local taxes, assessments, and fees, including sales taxes for the Work</li> <li>• Taxes paid by KC will be invoiced and paid by ST</li> </ul>
<b>23.0</b>	<b>Statutory Requirements</b>	
23.1	Federal funding requirements	1. If ST plans to use federal financial assistance to pay for any KC Work, it must notify KC at least 120 days in advance and meet to determine the cost and impacts of using the funds, will comply with federal funding requirements (Ex O) 2. If ST notifies KC (§3.1.3) that federal funds are to be used, KC must incorporate contract provisions in Ex O 3. For KC employees covered by ST’s 13(c) Agreement, KC will comply with those terms
23.2	DBE Requirements	1. It is the policy of ST and USDOT that DBE businesses will have max opportunity to participate in contracts 2. KC will ensure that DBE have max opportunity to participate in contracts and subcontracts and will take all necessary and reasonable steps to ensure this
23.3	Civil Rights	1. Per Title VI, ADA, and KCC 12.18 & 12.22, KC and ST will not discriminate and will comply with FTA regs 2. Title VI complaints <ul style="list-style-type: none"> <li>A. KC will designate a responsible employee and adopt and implement a Title VI complaint process and will provide a copy to ST</li> <li>B. KC will ensure that operators, customer service staff, and public-facing staff are trained in Title VI requirements</li> <li>C. KC will comply with ST Title VI complaint procedures and will notify ST of all complaints</li> <li>D. KC will transmit Title VI complaints regarding Link service to ST Office of Business and Labor Compliance, which will process and respond to all Title VI complaints</li> </ul>

Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)

SECTION	NAME	DESCRIPTION
		<p>3. Title VI training</p> <ul style="list-style-type: none"> <li>A. By Feb 1 each year, KC will provide ST with written verification of training regarding Title VI</li> <li>B. KC will provide copies of curricula and opportunity for ST to comment on curricula</li> <li>C. At KC’s request, ST will assist KC in developing training requirements</li> </ul> <p>4. Assistive materials and required documentation</p> <ul style="list-style-type: none"> <li>A. ST will provide LEP passenger cards and make them available to KC, which will place them on rail cars</li> <li>B. By Feb 1 each year, KC will verify in writing to ST that Title VI Notice of Rights posted on all ST vehicles</li> <li>C. By Feb 1 each year, KC will provide to ST an electronic copy of its current FTA-approved Title VI program</li> <li>D. KC will provide ST with electronic copy of FTA final triennial review report within 2 weeks of its receipt from FTA and any letter from FTA disclosing deficiencies</li> <li>E. KC will report to ST on Title VI performance related to complaints and changes to its programs</li> </ul> <p>5. Equal Employment Opportunity</p> <ul style="list-style-type: none"> <li>A. KC and ST will comply with all equal employment opportunity requirements of USDOL, as well as KCC 12.18A (priority hire), KC will take affirmative action</li> <li>B. KC and ST will refrain from discriminating based on age</li> <li>C. KC and ST will comply with ADA</li> </ul> <p>6. Other requirements:</p> <ul style="list-style-type: none"> <li>A. Rail System Safety</li> <li>B. NTD reporting requirements</li> <li>C. WISHA Safety and Health Standards</li> <li>D. Federal and state environmental regs</li> </ul>
<b>24.0</b>	<b>Designated Representatives</b>	
24.0		Contact info is in Ex M and §32.7
<b>25.0</b>	<b>Dispute Resolution</b>	
25.1	Step One	<ul style="list-style-type: none"> <li>• KC Rail Director and ST’s Director of Light Rail will confer and attempt to resolve the dispute within 10 business days of written notification</li> </ul>
25.2	Step Two	<ul style="list-style-type: none"> <li>• If can’t resolve...</li> <li>• ST Operations Director and Metro GM will attempt to resolve in 5 business days</li> </ul>
25.3	Step Three	<ul style="list-style-type: none"> <li>• If can’t resolve...</li> <li>• ST ED and KCDOT Director will attempt to resolve in 5 business days</li> </ul>
25.4	Mediation	<ul style="list-style-type: none"> <li>• If can’t resolve...</li> <li>• May submit to a non-binding mediator, with costs shared equally</li> </ul>

Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)

SECTION	NAME	DESCRIPTION
25.5	Prerequisite to Litigation	<ul style="list-style-type: none"> <li>• May not seek relief in a court of law till these procedural steps are exhausted</li> </ul>
25.6	Continued Performance	<ul style="list-style-type: none"> <li>• At all times, parties will continue to perform their respective responsibilities</li> </ul>
<b>26.0</b>	<b>Workers' Compensation Claims and Employment Practice Liability</b>	
26.1	Assumption of Coverage	<ul style="list-style-type: none"> <li>• Parties understand that Federal Employers Liability Act (FELA) does not apply to KC Rail Div employees</li> <li>• If they are, KC will use §28 for claims</li> </ul>
26.2	Inclusion in KC Program	<ol style="list-style-type: none"> <li>1. Rail Div will be included in KC workers' comp program</li> <li>2. Rail Div will be included in KC Employment Practices Claim program</li> <li>3. KC workers comp and employment practice program includes:               <ol style="list-style-type: none"> <li>A. Respond to contractors and insurance carriers and attempt to settle claims</li> <li>B. Use PAO and/or private law firms to defend or settle claims</li> <li>C. Include Link functions as part of any excess workers comp</li> <li>D. Pay any benefits, settlement, or adjudicated amounts to Rail Div employees except for §26.5</li> </ol> </li> </ol>
26.3	Treatment of Claims by Other Party's Employees	<ul style="list-style-type: none"> <li>• If an employee of either party makes a claim against the other party, that claim will be treated as a third party claim under §28</li> </ul>
26.4	Exclusion of ST workers comp and employment practices liability	<ul style="list-style-type: none"> <li>• ST is solely responsible for investigating, responding to, settling, depending, and payment any benefits, settlements, or adjudicated amount for its employees</li> </ul>
26.5	Survival	<ul style="list-style-type: none"> <li>• The provisions of this section survive any expiration or termination of this agreement</li> <li>• Following expiration or termination, ST will reimburse KC for its costs of investigating, etc any claims</li> <li>• After expiration, any amount paid to a claimant will not be drawn from Link Risk Fund but instead Risk Fund of the party that employed the claimant as of the claim date</li> </ul>
<b>27.0</b>	<b>Risk Management and Claims</b>	
27.1	Link Risk Fund Amended [3]	<ol style="list-style-type: none"> <li>1. <b><u>For a period of 3 years from the date of the transfer of the DSTT, KC will maintain the existing Link Risk Fund as a separate fund from which KC will may payments and reimbursements but only for claims that accrue prior to the date of the transfer and only for the</u></b> portion for which ST is responsible, ST will make payments as necessary to maintain the Link Risk Fund, <b><u>parties' risk managers will periodically meet and confer to determine the level of funding for the Link Risk Fund, ST will make payments necessary to</u></b></li> </ol>

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SECTION	NAME	DESCRIPTION
		<p><u>maintain the Link Risk Fund, this may be submitted to dispute resolution process (\$25) if necessary, at the end of the 3 year period, any money including interest held in the Link Risk Fund in excess of the amount determined to be necessary by the parties will be returned to ST</u></p> <p>2. Link Risk Fund Admin <u>during the 3-year period following the transfer of the DSTT, the primary duties of the Link Risk Fund include:</u></p> <ul style="list-style-type: none"> <li>A. Establishment reserves for potential payments and transfers</li> <li>B. Making payments and transfers</li> <li>C. Accounting, reporting, and auditing</li> <li>D. <del>Determining the timing and amount of ST's initial deposit and requirements for add'l funding from ST</del></li> </ul> <p><u>Continuation of the Link Risk Fund and these procedures during the 3 year period described above, in order to administer claims that accrue prior to the expiration or termination</u></p> <p><del>E. Continuation of Link Risk Fund after termination of this Agreement</del></p>
27.2	Third Party Claims Amended [3]	<p>1. KC responsibilities: <u>For the 3-year period described above, KC will investigate, respond to, tender responsibility to contractors and/or insurance carriers, and attempt to settle Third Party Claims that accrue prior to the transfer of the DSTT. For those Claims only, consistent with the parties' claims manual, KC's claims management process must include:</u></p> <ul style="list-style-type: none"> <li>A. Processes for administering third party claims and seeking ST guidance and approval in handling claims <u>with a reserve value of at least \$50K</u></li> <li>B. Process for retaining add'l staff that require extraordinary efforts to investigate, settle, or litigate</li> <li>C. Process for administrating third party claims and sharing cost with KC's Risk Fund for actions unrelated to Link</li> <li>D. Process for administering third party claims and sharing cost with ST for ST actions unrelated to Link</li> <li>E. Process for administering third party claims for damages</li> <li>F. <u>Standards and process for seeking payments from contributory third parties</u></li> <li>G. <u>Process for tendering defense to and seeking payments from KC or ST contractors and/or insurance carriers</u></li> </ul> <p>2. <u>For claims that accrue prior to transfer of the DSTT,</u> KC will use PAO for legal advice, will request additional \$ if needed for claims</p> <p>3. If DSTT is transferred to ST, KC will use the Link Risk Fund to pay ST's proportionate share of any settlement or</p>



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SECTION	NAME	DESCRIPTION
		<p>adjudicated amount due for third party claims <b><u>prior to DSTT transfer date</u></b>, if Link Risk Fund inadequate, ST will deposit add'l funds into fund to enable KC to make payment and KC <b><u>will replenish the Link Risk Fund to the level as agreed to by the parties</u></b> will allocate costs not clearly attributable to Link service between County Risk Fund and Link Risk Fund according to the % shares for DSTT Common Elements. If DSTT not transferred to ST, KC will continue to manage third party claims</p> <p>4. ST currently manages premises liability claims for the Link system except in the DSTT, <del>if DSTT transferred to ST</del>, ST will investigate, respond to, administer third party claims regarding premises liability in the DSTT as well as the rest of Link system and ST will indemnify KC</p> <p>5. KC and ST contractors must indemnify ST and KC <b><u>and include both as additional insureds</u></b></p> <p>6. <b><u>All claims that accrue after the transfer of the DSTT to ST will be administered and adjusted by ST or its insurance carriers, at ST's sole discretion and subject to the parties' indemnification obligations in this agreement</u></b></p>
27.3	Waiver of contribution and subrogation Amended [3]	<p>1. <b><u>The Parties hereby release and waive any Claims and rights of contribution for Claims each may have against the other arising out of the acts or omissions of the other and its employees, agents, or contractors engaged in Link Functions. For clarification, the release and waiver under this Subsection 27.3.1 does not apply to each Party's right under contract law to enforce the provisions of this Agreement</u></b> <del>Parties release any claims against the other</del></p> <p>2. <b><u>The Parties will require their respective insurers to waive subrogation rights against the other Party and such other Party's insurers. This Subsection 27.3.2 shall be inapplicable to the extent it would have the effect of invalidating any insurance provided to the Parties</u></b> <del>Parties require their insurers to release any claims</del></p>
27.4	Insurance coverage Amended [3]	<p>1. <b><u>ST at its sole discretion shall determine the type, nature, and amount of insurance coverages it will carry if any, except for workers comp and employment practices liability, insurance policies must cover KC and ST for Link-related activities, insurance coverage to be the primary coverage for KC and ST and KC will not contribute, and insurance must apply separately to each insured</u></b> <del>Six months before renewal, KC and ST will meet to plan insurance for next year of passenger service</del></p> <p>2. <b><u>ST will fully fund the Link Risk Fund and pay for the cost of the insurance premiums</u></b> <del>Coverage requirements delineated</del></p>

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SECTION	NAME	DESCRIPTION
		<p>3. <b><u>ST will provide the KC Risk Management Office with annual proof of insurance</u></b> <del>Coverage requirements additional</del></p> <p>4. <b><u>KC and ST will work together to propose outside counsel for pre-approval by ST's insurers</u></b> <del>Limitations delineated</del></p> <p>5. Property coverage for DSTT, Annex, Merge Zone, and DSTT Operations Control Center</p> <p>A. Until DSTT transferred to ST, KC will maintain property insurance on DSTT (all parts)</p> <p>B. ST will pay a percentage share of insurance based on the % applicable for O&amp;M of Common Elements</p> <p>C. If DSTT is transferred to ST, ST will acquire and maintain all property insurance coverage for DSTT and KC has no further duties</p> <p>6. ST is responsible for repair and replacement of Link vehicles and all Link systems and other equipment not in the DSTT and will insure itself for these</p>
27.5	Survival of Terms	This section will survive termination of this Agreement
<b>28.0</b>	<b>Indemnification of certain claims</b>	
28.1	General	Section 27 does not apply to claims described in this section
28.2	Nuisance, trespass, inverse condemnation, and related claims	ST will obtain all permits, etc for O&M of Link and will respond to claims that Link use is not authorized or causes a nuisance
28.3	Hazardous substances	ST will indemnify KC against hazardous substance claims prior to Start-Up period
28.4	Workers Comp <b>Amended [3]</b>	<b><u>Subject to section 27.2, each Party shall defend, indemnify, and hold harmless the other Party and its elected officials, employees, agents and contractors against all Workers' Compensation Claims and Employment Practices Claims made by their respective employees. For this purpose, the Parties mutually agree to expressly waive, 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</u></b>
28.5	<del>Other agreements not superseded</del> <b>Deleted [3]</b>	<del>ST's defense and indemnity obligations under the DSTT agreement remain in effect and are not superseded by any provision in this agreement</del>
28.6	Survival of terms	Provisions of this section survive termination of agreement
<b>29.0</b>	<b>Termination</b>	
29.1	Default	<p>1. KC will be in default if:</p> <p>A. KC fails to timely begin the Work as required</p> <p>B. KC fails to perform any material obligation</p> <p>C. False or materially misleading representations by KC</p> <p>D. KC fails to resume performance of the Work if suspended after receiving notice from ST to resume</p> <p>E. KC undergoes bankruptcy</p>

**Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)**

SECTION	NAME	DESCRIPTION
		<ul style="list-style-type: none"> <li>F. KC does not comply with §29.4</li> <li>2. ST will be in default if:                             <ul style="list-style-type: none"> <li>A. ST fails to make timely payments to KC and Link Risk Fund</li> <li>B. ST fails to perform any material obligation</li> <li>C. False or materially misleading representations by ST</li> <li>D. ST fails to repair or replace damaged facilities, systems, etc needed for KC to continue work</li> <li>E. ST undergoes bankruptcy</li> </ul> </li> </ul>
29.2	Declaration of an event of default and termination	<ul style="list-style-type: none"> <li>1. A breach of the Agreement will become and Event of Default upon delivery of written notice from one party to the other, parties must exercise good faith efforts to resolve their differences, if still wishing to terminate, must deliver written notice with at least six months notice</li> <li>2. Can terminate with 30 days notice if:                             <ul style="list-style-type: none"> <li>A. Default cannot be cured</li> <li>B. Default would cause a severe hardship to public if parties engaged in dispute resolution</li> <li>C. ST fails to pay KC or Link Risk Fund (though ST can cure)</li> </ul> </li> </ul>
29.3	Termination for convenience	<ul style="list-style-type: none"> <li>1. Either party may terminate this agreement without cause by providing written notice 12 months in advance</li> <li>2. If ST terminates for convenience, it will make payments per §29.6, if KC terminates, it will reimburse ST for:                             <ul style="list-style-type: none"> <li>A. Costs incurred by ST in taking possession and control of Link property owned by ST but in KC’s possession</li> <li>B. Undepreciated remaining value of any ST lump sum payment from 32.4.1 as ST’s share to upgrade or replace a KC system</li> </ul> </li> </ul>
29.4	Coordinated Termination	<ul style="list-style-type: none"> <li>1. After a party has delivered a notice of termination, parties will meet to determine dates on which KC will:                             <ul style="list-style-type: none"> <li>A. Cease to perform (and ST will assume) the Work</li> <li>B. Cease to enter into new subcontracts for the Work</li> <li>C. Terminate or assign to ST all KC contracts for the Work</li> <li>D. Transfer title to ST of all Work in progress</li> <li>E. Provide ST copies of all documents</li> </ul> </li> <li>2. KC will continue to perform the Work until agreed upon dates of cessation, but will not be required to Work for more than 6 months after notice of termination for Event of Default or more than 12 months after a notice of termination for convenience</li> </ul>
29.5	ST’s remedies	<ul style="list-style-type: none"> <li>1. Upon effective date of termination, ST shall take possession of all info and the equipment, systems, vehicles, and facilities owned by ST and may complete the work or contract it out</li> <li>2. ST’s damages arising out of Event of Default by KC are:                             <ul style="list-style-type: none"> <li>A. Reasonable costs incurred by ST in taking possession and control of Link property owned by ST</li> </ul> </li> </ul>

Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)

SECTION	NAME	DESCRIPTION
		<p>B. Undepreciated remaining value of any ST lump sum payment under 31.5.1 as ST’s share to upgrade or replace a KC info system</p> <p>C. Reasonable costs incurred in recruiting or procuring replacements to perform the Work</p> <p>D. Reasonable cost of performing a portion of the Work that may be transferred to ST prior to termination</p> <p>3. If KC does not perform its obligations, ST’s damages arising out of Event of Default by KC limited to:</p> <p>A. Reasonable costs incurred by ST in taking possession of Link property owned by ST but in KC’s possession</p> <p>B. Undepreciated remaining value of ST lump sum payment for KC info system</p> <p>C. Reasonable costs incurred by ST to perform or contract for Work for 12 months after effective date of termination if costs exceed what would have been payable to KC</p>
26.2	Payments due KC	<p>1. Following amounts will be paid by ST to KC within 30 days after effective date of termination</p> <p>A. Amounts due under this Agreement for KC’s costs in performing the Work prior to effective date of the termination</p> <p>B. KC’s costs incurred in terminating the Work, including:</p> <ol style="list-style-type: none"> <li>1. Payments to employees performing the Work</li> <li>2. Outstanding liabilities and costs owed to KC by third parties</li> </ol> <p>C. Amounts due KC for processing and payment of workers comp and other claims (26.5, 27.5)</p> <p>2. If KC disputes adequacy of compensation, KC may proceed to resolve the dispute</p>
29.7	No personal liability	Neither party may be charged personally
<b>30.0</b>	<b>Financing</b>	
30.1	Tax Exempt Bonds	<ul style="list-style-type: none"> <li>• Construction of portions of light rail system will be financed by ST tax-exempt bonds</li> <li>• KC may not take any action ST has stated would adversely affect exempt status of the bonds</li> </ul>
30.2	Financing transactions	<ul style="list-style-type: none"> <li>• ST may undertake financing transactions and KC will cooperate</li> </ul>
30.3	Reimbursement	<ul style="list-style-type: none"> <li>• ST will reimburse KC for any costs KC incurs to comply with this section</li> </ul>
<b>31.0</b>	<b>Intellectual Property (IP)</b>	
31.1	Work product and IP	<ul style="list-style-type: none"> <li>• If KC develops a work or authorship of any materials, following terms apply:</li> </ul>
31.2	Work made for hire	<ul style="list-style-type: none"> <li>• KC agrees that work product is done as work made for hire and ST owns all copyrights to the work product</li> </ul>

**Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)**

<b>SECTION</b>	<b>NAME</b>	<b>DESCRIPTION</b>
31.3	Assignment	<ul style="list-style-type: none"> <li>If Work Product does not qualify as work made for hire, KC assigns to ST all right, title, and interest in the work product</li> </ul>
31.4	Moral rights	<ul style="list-style-type: none"> <li>KC waives any and all moral rights in the work product</li> </ul>
31.5	Assistance	<ul style="list-style-type: none"> <li>At ST's expense, KC will take action to protect ST's rights in the work product</li> </ul>
31.6	No Third Party Licenses Included	<ul style="list-style-type: none"> <li>ST will obtain any third party software and other licenses needed to read, use, etc the work product</li> </ul>
31.7	KC license rights	<ul style="list-style-type: none"> <li>ST grants KC a license to use and create derivative work from any work product from this agreement</li> </ul>
31.8	Intellectual Property owned by third parties	<ol style="list-style-type: none"> <li>KC may use third party IP not specific to Link purposes to perform the Work</li> <li>If KC has to modify any common third party IP, ST will reimburse costs for modifying</li> <li>If KC needs to upgrade or replace a third-party IP, ST will reimburse KC for a proportionate share of KC's cost</li> <li>If ST provides software, hardware, or other third party IP for KC's use in the Work, ST will obtain all necessary license rights, if KC acquires will attempt to license ST as well</li> </ol>
<b>32.0</b>	<b>General Provisions</b>	
32.1	Rights and remedies	Rights and remedies of Parties are in addition to any other rights and remedies provided by law except as provided in Agreement
32.2	No joint venture or partnership	Not joint venture or partnership is formed
32.3	No third party rights	This agreement solely for the benefit of the parties
32.4	Compliance with laws	<ol style="list-style-type: none"> <li>Each party will comply with all laws and regs</li> <li>Each party will comply with applicable licensing and certification requirements</li> </ol>
32.5	Venue	Legal action will be brought in KC Superior Court
32.6	No employee relationship	Each party is not an employee of the other
32.7	Notice	Addresses
32.8	Waiver of default	Not deemed to be a waiver of any subsequent default
32.9	Force majeure	If party cannot perform, obligation will be suspended for reasonable time
32.10	Non exclusivity	This is not ST's sole contract for Link
32.11	Assignment	Neither party may assign or transfer any interest
32.12	Binding on successors and assigns	Yes, it is binding
32.13	Severability	Each section severable
32.14	Warranty of right to enter into agreement	Parties have authority to enter this agreement

Summary of Existing and Proposed Amendments to 2019 IGA (Ordinance 18914)

SECTION	NAME	DESCRIPTION
32.15	Exhibits	Incorporated by reference
32.16	Amendments and modifications	1. May only be amended or modified by written agreement 2. Can be authorized by ST Director of Link and Metro GM 3. Material amendments must be approved by ST Board and KCC
32.17	Annual meeting	Parties' designated reps will review the agreement annually
32.18	Relation to DSTT Agreement	This Agreement satisfies provisions of §16.3, 16.4, 16.5, 16.6 but if DSTT is transferred to ST the provisions of the transfer agreement govern
32.19	Survival of provisions	Following sections survive termination: §13, 15.9, 16, 25, 26, 27, 28, 29, 31, 33, Ex A
<b>33.0</b>	<b>Effective date and term</b>	
33.1	Effective date and term, optional extensions	<ul style="list-style-type: none"> <li>• Takes effect 7/18/19 following approval by ST Board and KCC</li> <li>• Expires 12/31/23</li> <li>• May extend for up to 3 additional 2-year periods</li> <li>• Extensions must be in writing and executed by parties</li> </ul>
33.2	Agreement review	By 7/1/22 or 18 months prior to end of an extension term, ST CEO and Metro GM will select one of three options: <ul style="list-style-type: none"> <li>A. Commence negotiations for a new agreement</li> <li>B. Exercise an extension</li> <li>C. Confirm that agreement will expire and plan for transition</li> </ul>
33.3	Expiration	If Agreement expires, parties will comply with §29.4 and 29.6
<b>34.0</b>	<b>Execution of Agreement</b>	
		Metro GM and ST ED

**Exhibits**

Exhibit A: General Definitions

In Amendment **[3]**, the following definitions are amended:

- *Amended definition:* “DSTT” means the Downtown Seattle Transit Tunnel consisting of the Tunnel, ~~the Merge Zone, the Tunnel Annex, and the Tunnel Control center,~~ **the 26kV electrical system, the DSTT South Portal and Tunnel Annex** as defined in the DSTT agreement
- *Deleted definition:* ~~The definition for the term “Merge Zone” is deleted~~
- *Added definition:* **“DSTT South Portal,” formerly referred to as the “Merge Zone” means that portion of the limited access area owned by the Washington State Department of Transportation that extends from the DSTT south to Royal Brougham Way, where light rail vehicles enter the DSTT from the south. This area was formerly known as the “Merge Zone,” and was where northbound buses and light rail trains previously shared use of the right-of-way until buses were removed from the DSTT.**

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- *Added definition: **“Link System Plans” means the Link Operations Plan, the Link Maintenance Plan, the Link Fleet Management Plan, the Link Security Program Plan, and such other safety, security, and emergency management plans as may be required by federal or state authorities with jurisdiction over Link, or as Sound Transit may adopt in its reasonable discretion***

~~Exhibit B: General System Description Overview and Link System Map~~

**In Amendment [2], Ex B superseded by updated Link System map (to include Northgate)**

~~Exhibit C: Performance Standards~~

**In Amendment [2], Ex C superseded by updated Performance Standards**

~~Exhibit D: Link Maintenance Matrix~~

**In Amendment [2], Ex D superseded by updated Link Maintenance Matrix (to include Northgate)**

~~Exhibit E: Responsibility Matrix for Link Light Rail~~

**In Amendment [2], Ex E superseded by updated Responsibility Matrix for Link Light Rail (to include Northgate)**

Exhibit F: Third Party Contracts

Exhibit G: Extension/Facility Start-Up

Exhibit H: List of ST Owned Facilities and Equipment

Exhibit I: Environmental Compliance

Exhibit J: Signage Hardware/Changeable Information Matrix

~~Exhibit K: Paratransit Service Area Map~~

**In Amendment [2], Ex K superseded by updated Paratransit Service Area map (to include Northgate)**

~~Exhibit L: Performance Reports~~

**In Amendment [2], Ex L superseded by updated Performance Reports**

~~Exhibit M: Designated Representatives~~

**In Amendment [2], Ex M superseded by updated Designated Representatives**

Exhibit N: Definitions for KCM Share Costs for Link O&M Agreement

Exhibit O: FTA Provisions