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Meeting Date: August 9, 2016

Airport Station
Operations and Maintenance Agreement
2015

RTA/GTS 0008-10

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AIRPORT STATION OPERATIONS AND MAINTENANCE AGREEMENT

This Agreement is between the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Sound Transit"), and the PORT OF SEATTLE, a Washington municipal corporation (the "Port"). The Port and Sound Transit are referred to herein individually as a "Party" and collectively as "Parties".

RECITALS

- A. Sound Transit owns and operates Central Link light rail, Airport Station, and related assets; and
- B. The Port of Seattle owns and operates Seattle-Tacoma International Airport (Sea-Tac Airport); and
- C. On April 11, 2006, the Parties entered into the Memorandum of Agreement for Sound Transit Central Link Light Rail Airport Light Rail and Roadways Project (RTA/GLR 0068-06). On August 15, 2012, the Parties entered into the Memorandum of Agreement for South Link Project between the Port of Seattle and Sound Transit (RTA/GA 0184-12). These agreements and the transit way easements sold to Sound Transit outline the Parties' collaboration on the construction, operation, and maintenance of the Airport Segment, Airport Station, and South Link Segment of Central Link light rail that are on Port property and major roadway access improvements to the Seattle-Tacoma International Airport; and
- D. Sound Transit's Airport Segment of Central Link light rail (including the Airport Station) began revenue operations in December, 2009, and the South Link Segment is estimated to begin service in Fall of 2016; and
- E. The Parties also entered into the Airport Station Operations and Maintenance Agreement in December 2009; and
- F. The Parties, after five years of experience operating the Airport Station and in anticipation of the opening of the South Link Segment, have reached concurrence on a new Airport Station O&M agreement and wish to continue the relationship as specified in this Agreement; and

THEREFORE, the Parties agree as follows:

1. PURPOSE AND SCOPE OF AGREEMENT

1.1 Purpose and Scope

This Agreement is intended to specify the respective roles and responsibilities of the Parties regarding the maintenance and operational aspects of the Airport Station and related assets. When the terms of this agreement conflict with the terms of the

transit way easements held by Sound Transit, the terms of the transitway agreements will have precedence.

1.2 Definitions

The words, terms and abbreviations as used in this Agreement are defined in **Exhibit A**.

2. OWNERSHIP

2.1 Sound Transit Ownership

Sound Transit owns Airport Station, guideway, and related assets, which consist of the station structure, the pedestrian bridge crossing International Boulevard (hereinafter the "International Boulevard Bridge"), art elements, at-grade assets, signage, fire alarm and sprinkler systems, information technology systems, drainage systems, the traction power sub-station, equipment, and other related assets as listed in **Exhibit B1**.

2.2 Port of Seattle Ownership

The Port owns assets at, within or adjacent to the Airport Station which in general consist of SeaTac Airport structures, the pedestrian bridge connecting Airport Station to the main SeaTac Airport garage (hereinafter the "Port Pedestrian Bridge"), the pedestrian walkway through SeaTac Airport garage to the SeaTac Airport pedestrian plaza, art elements of Port facilities, at-grade assets, signage, flight information displays, airport customer self-service check-in kiosks, fire alarm and sprinkler systems, information technology systems, equipment, and other related assets as defined in **Exhibit B2**.

3. GENERAL RESPONSIBILITIES

Sound Transit owns the Central Link light rail system and has contracted with King County to operate and maintain the system. Sound Transit is solely responsible for coordinating any operational issues directly with King County. The Port of Seattle owns and operates the Seattle Tacoma International Airport.

3.1 Sound Transit Responsibilities

Sound Transit is responsible, at its sole expense, for operating, cleaning, maintaining, repairing, and replacing, in whole or in part, the assets defined in Section 3.1 and **Exhibit B1**. The Airport Station will be incorporated into Sound Transit's Facilities Maintenance Plan. Sound Transit will follow its policies and practices for scheduled and unscheduled maintenance as well as major mid-life replacements and repairs.

3.2 Port of Seattle Responsibilities

The Port is responsible, at its sole expense, for operating, cleaning, maintaining, repairing, and replacing, in whole or in part, the assets defined in Section 3.2 and **Exhibit B2**. The Port's assets are incorporated into the Port's facilities maintenance plan and will follow Port of Seattle policies and practices for scheduled and unscheduled maintenance and major mid-life replacements and repairs.

3.3 Cooperation, Good Faith Efforts and Responsibility for Quality of Work

The successful execution of this Agreement depends upon timely and open communication and cooperation between the Parties. Each Party is responsible for the quality, technical accuracy, timelines, and coordination of all work products and services performed by such Party, its employees, and contractors. The Parties will engage in cooperative planning including, but not limited to, consideration of the following factors: coordination of plans for service and policies of affected jurisdictions that may impact the provision of services, long range plans of Sound Transit and the Port, safe and efficient operations, attractiveness of the services to the public, security requirements, traffic congestion, and other such factors that serve the public interest or are mutually agreed upon by the Parties.

3.4 Airport Station Hours of Operation

The Airport Station will generally be open for operation seven days per week, 20 hours per day. The Station will be closed to the public after the last train of the day has departed according to Sound Transit operating procedures. Sound Transit is responsible for operation of the Airport Station gates, including the Port Pedestrian Bridge gate.

Sound Transit will open the gates at the start of the operating day and will close the gates after the last train of the day has departed according to Sound Transit operating procedures.

3.5 Third-Party Vendors at Airport Station

Third-party vendors wishing to use the Airport Station must apply for a license or other form of permission that Sound Transit deems necessary. If a third-party vendor wishes to use Port property outside of the Airport Station or transitway easements, then it must also apply to the Port for permission. Sound Transit will confer with the Port concerning incidental third-party use of the Airport Station.

3.6 Access and Notification of Work

Each Party will allow reasonable access to its property by the other Party to maintain and operate facilities and systems owned by the other Party and to carry out the terms of this Agreement. The Parties will follow standard operating procedures, including a communications plan, for accessing each other's property to perform operations and maintenance tasks.

Both Parties will make a good-faith effort to provide each other with no fewer than seven days prior written or electronic notice of any major maintenance activities that require crews to be performing work at, within, near or adjacent to the other Party's property and facilities that may interfere with the other Party's ability to operate. The Parties will notify each other by phone or email as soon as is reasonably possible for emergency maintenance and operations activities that require immediate action. This notification requirement also applies to access for public utility crews or other third-party contractors. Sound Transit will permit access to Puget Sound Energy (PSE) to the PSE manholes in the ground plane area. Sound Transit shall also grant the Port's Fire Department and maintenance personnel unrestricted access to the Fire Control Center and the Communications Room within Airport Station. A diagram of the Communications System is provided in **Exhibit D**.

a. Sound Transit Track Access

The process and procedure for the Port to access Sound Transit track is provided in the Link Standard Operating Procedure 6.15 "Track Access Procedures."

b. Port Roadway Access

(i) Road Closure. If Sound Transit needs to close any portion of the Port's roadways or shoulders to perform maintenance on the International Boulevard Bridge or the Airport Station, then Sound Transit must first submit a proposed traffic control plan and schedule, along with a Port Construction Advisory Form (CAF) to the Airport Operations Manager for review and approval at least 14 days before the proposed start of the work. The proposed traffic plan must comply with the State Work Zone Traffic Control Guidelines and be prepared in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Sound Transit will incorporate any changes recommended by the Airport Operations Manager into the plan and schedule that are consistent with SWZTC Guidelines and MUTCD, or required to avoid conflicts with Port operations before Sound Transit may begin the work.

(ii) Signal Bungalow Access. Sound Transit may need to access to portions of the Port's property at SeaTac Airport which, at the time of the execution of this Agreement, are gated. The Port will permit access to the signal bungalow as follows: Contact Port Landside Supervisor at 206-787-4069 to lift gate arm.

3.7 Lighting & Electrical

Each Party is responsible for all costs, labor, and materials relating to the maintenance, operation, and control of all lighting and electrical fixtures and systems in their respective portions of the areas shown in **Exhibits B1 and B2**.

Separate electrical services shall be maintained and each Party will be responsible for its own costs based on the agreed upon methodology described in **Exhibit C**.

Sound Transit is responsible for supplying power to the Port Pedestrian Bridge at the Port's cost.

3.8 Signage

Sound Transit is responsible, at its sole expense, for operating, cleaning and maintaining, repairing and replacing, all standard fixed and electronic Sound Transit-owned signage in the Airport Station, parking facility, the International Boulevard Bridge, the Port Pedestrian Bridge, and the pedestrian walkway through the garage.

The Port is responsible, at its sole expense, for operating, cleaning and maintaining, repairing and replacing, in whole or in part, all fixed and electronic Port-owned signage in the Airport Station, on the Port Pedestrian Bridge, within the Port's garage walkway and within SeaTac Airport.

3.9 Closed Circuit Television Cameras

Sound Transit will have closed circuit television cameras including pan/tilt/zoom (PTZ) cameras in the Airport Station and the International Boulevard Bridge. The signal to the cameras will be shared with the Port at the Airport Station Communication Room. The Parties will coordinate to determine the use of the system, including how the Port will be provided access to the system during address emergency events.

3.10 Fire Alarm System

Each Party is responsible for maintaining its own fire alarm system. The Parties acknowledge, however, that their respective systems overlap each other's property. A diagram depicting the fire alarm systems is provided in **Exhibit D**.

3.11 Fire Sprinkler System (station and guideway standpipe system)

Sound Transit is responsible for maintenance and testing of the fire sprinkler and standpipe systems in the Airport Station, guideway, the International Boulevard Bridge and the International Boulevard Plaza up to the Port's water meter located west of the Station.

3.12 Automated External Defibrillators (AEDs)

Sound Transit will provide and maintain an AED at the Airport Station. The AED at the Airport Station must be equivalent to those used in the Sea-Tac Airport terminal.

4. FACILITY CHANGES

The Parties will coordinate and jointly review proposed changes that may affect the physical and/or operational characteristics of their respective facilities.

5. MEDIA RELATIONS AND ADVERTISING

5.1 Media Relations and Special Events

Except as otherwise identified in this Agreement, Sound Transit is responsible for all communications with the media about Central Link light rail regardless of the circumstance, but will collaborate with the Port's Public Affairs staff whenever the communications involve airport operations. The Parties will confer, collaborate, and cooperate with each other's public affairs staff and identify their respective public affairs contacts or designees.

5.2 Advertising

Advertising, sold or placed at Airport Station by Sound Transit, must comply with applicable federal, state, or city jurisdiction regulations, codes, and statutes including the Interlocal Agreement between the City of SeaTac and the Port dated February 16, 2006 and any subsequent Interlocal Agreements between the City of SeaTac and the Port.

6. EMERGENCY PROTOCOL

6.1 Emergency Response and/or Emergency Services

The following documents serve as the governing documents for emergency response and emergency service protocol in the priority listed below as it relates to the Airport Station and the pedestrian bridge crossing International Boulevard:

- a. The Sound Transit Central Link System Security and Emergency Preparedness Plan.
- b. Link Light Rail Standard Operating Procedures.
- c. Port Resolution No. 3559.
- d. Airport Operations/Standard Operating Guidelines.
- e. Sea-Tac Airport Emergency Plan.

6.2 Emergencies and Force Majeure Events

The Parties will work cooperatively in the event of an emergency. In the event of an emergency where the incident and/or damage pose a threat to the public, either Party is authorized to take immediate corrective action, including the retention of agents or others to perform repairs, other mitigation of the damage, or other

activities to protect the public and/or prevent further damage. The acting Party will, as soon as reasonably possible, notify the other Party of the incident, the damage, and the corrective action taken by the acting Party. The acting Party will relinquish control over the situation and corrective action to the non-acting Party or its agent(s) with regard to the non-acting Party's property upon the non-acting Party's request. The acting Party is entitled to recover its costs from the non-acting Party for the emergency services that it provided on the non-acting Party's property. If a Party takes corrective action in an emergency situation, all costs incurred by such Party will be reimbursed by the responsible Party. In a force majeure event, the Port will coordinate with Sound Transit to provide reasonable access to the permanent easement along its guideway. This access will only be provided with the understanding that provision of such access will be secondary to the operational requirements of the Port for the duration of the event, and the further understanding that Sound Transit is responsible for the cost of repairing of any damage to Port facilities stemming from that access.

7. SECURITY

Sound Transit, the Port and the City of SeaTac have executed a Memorandum of Understanding between the City of SeaTac, Port of Seattle, and Sound Transit for Police and Security Services, which will serve as the governing document for security at the Airport Station.

8. AUDITS AND RECORDS

8.1 Maintenance of Records

The Parties, including their 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).

8.2 Access for Audit Purposes

The Parties, the Comptroller General of the United States, any state or federal funding agency or any of their duly authorized representatives may, for the purpose of audit and examination, have access to and be permitted to inspect each other's books, records, documents, and other evidence for inspection, audit, and copying, in accordance with Washington State record retention requirements. The Parties will also have access to each other's books, records, and documents during the performance of work, if deemed necessary, by each other to verify the work and invoices, to assist in negotiations for additional work, and to resolve claims and disputes. Audits conducted under this Section must be in accordance with Generally Accepted Auditing Standards (GAAS) and established procedures and guidelines of the reviewing or audit agency.

The Parties agree to the disclosure of all information and reports resulting from access to records under this Section provided that the other Party is afforded the opportunity for an audit exit conference and an opportunity to comment and submit

any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the Parties.

9. ENVIRONMENTAL MANAGEMENT

9.1 Sound Transit's Environmental Management

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 purpose of these policies is to:

- 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.
- f. Simplify environmental communication.

Sound Transit is committed to meeting or exceeding all environmental commitments during all phases of transit operation. The purpose is to prevent environmental degradation, reduce work delays and cost increases, minimize negative publicity, and reduce the number of concerned citizens, stakeholders, and regulatory agencies. The following Sound Transit documents will serve as the guiding documents for Sound Transit environmental practices at the Airport Station.

- a. Sound Transit Environmental and Sustainability System Environmental Policy (ESMS-01), August 22, 2007.
- b. Sound Transit Executive Order No.1, Establishing a Sustainability Initiative for Sound Transit, July 16, 2007.
- c. Sound Transit Resolution R2007-12, June 28, 2007.

9.2 The Port's Environmental Management

The Port uses a sustainable asset management approach to guide its decisions related to the planning, design, construction, operation, maintenance, renewal, and demolition of its facilities. This approach integrates environmentally and economically sustainable development by maintaining a focus on the total cost of ownership and implementing a comprehensive asset management program. The

following Port documents will serve as the guiding documents for Port environmental practices:

- a. EX-15 Sustainable Asset Management Policy.
- b. CP0-2 Environmental Purchasing Policy.

10. COMPENSATION AND PAYMENT

10.1 Invoices and Payment

The Parties may invoice each other once a year for services provided as follows: Sound Transit may invoice the Port for electrical service to Port Pedestrian Bridge provided under Section 3.7, for actual costs supported by meter readings and a Puget Sound Energy invoices.

Provided the invoice is complete, either Party will pay its respective invoice within 30 days of receipt. The invoice will be considered complete only when all supporting documentation of the annual cost is received by the Port. Incomplete invoices will not be processed for payment.

If the Port disputes any of their respective charges, documentation or the completeness of the invoice, then it will notify Sound Transit of its objections in writing within 20 days after receipt of the completed invoice. Disputes will be resolved under the dispute resolution procedures in Section 13. Failure to object under this section does not waive a Party's rights to dispute changes or audit is not prejudiced.

10.2 Sound Transit Invoices

The Port will send its properly-documented invoices to Sound Transit at the following:

Accountspayable@soundtransit.org; or
Accounts Payable
Central Puget Sound Regional Transit Authority
401 South Jackson Street
Seattle, Washington 98104-2826

10.3 Port of Seattle Invoices

The invoice should be sent to:

Accounts Payable
Attn: Billing Supervisor
Port of Seattle
P.O. Box 1209
Seattle, WA 98111

10.4 Annual Cost Reconciliation

The Port of Seattle and Sound Transit will complete an annual reconciliation of all costs no later than November 15th in order for each Party to submit an invoice to the other for their respective services as identified in Section 10.1. All financial accruals are to be included as part of the reconciliation process and mutually agreed upon. Any subsequent cost adjustments shall be mutually agreed upon and treated as an expense of the next period.

11. STATUTORY REQUIREMENTS

The Parties will comply with all applicable state and federal laws, regulations, rules, and procedures relative to their respective operations.

12. DESIGNATED REPRESENTATIVES

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

- 12.1 Coordinating input and work of other staff members.
- 12.2 Annual review of the costs.
- 12.3 Revising or preparing exhibits and amendments to this Agreement.
- 12.4 Identifying and resolving issues.

The contact information of the current Designated Representatives is provided in **Exhibit E**. Each Party may unilaterally update its contact information in **Exhibit E**, as necessary, by providing an amended copy of **Exhibit E** to the Designated Representative.

13. DISPUTE RESOLUTION

13.1 Informal Dispute Resolution

In the event of any dispute concerning this Agreement, the Sound Transit Director of Light Rail, or designee, and the Senior Operations Manager, Landside of the Port, or designee, will confer to resolve the dispute. These individuals 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 Sound Transit Deputy Director of Operations, or designee, and the Senior Operations Manager, Landside of the Port, or designee, are unable to resolve the dispute, the Director of Operations, or designee, and the Director of Airport Operations of the Port, or designee, will confer and exercise good faith to resolve the dispute.

In the event the Director of Operations, or designee, and the Director of Airport Operations, or designee, of the Port are unable to resolve the dispute, the Chief

Executive Officer of Sound Transit, or designee, and the Managing Director, Aviation Division, or designee, of the Port will engage in good faith negotiations to resolve the dispute.

In the event the Chief Executive Officer of Sound Transit, or designee, and the Managing Director, Aviation Division, or designee, of the Port are unable to resolve the dispute within 14 days, the Parties will submit the matter to alternative dispute resolution methods under Section 13.2.

13.2 Formal Dispute Resolution

Except as otherwise specified in this Agreement, in the event the dispute is not resolved under Section 13.1, the Parties may file suit or agree to alternative dispute resolution methods such as mediation or arbitration. The Parties have no right to seek relief in a court of law until and unless they first follow the alternative dispute resolution procedures described above.

14. RISK MANAGEMENT AND CLAIMS

Each Party will be liable for the damage that it causes to the other Party's property.

Each Party will ensure that all third-party vendors, concessionaires, and contractors, have liability insurance in place prior to performing work or services on any of the operational areas or assets listed in Section 3.0 of this Agreement. This insurance must be of the type and in the amounts that the contracting Party determines to be sufficient for the work or services to be performed. The contracting Party will require that all third-party vendors and contractors name that Party as an additional insured on the commercial general liability insurance policy of the third-party vendor or contractor. Where a third-party vendor or contractor is contracting with both Parties or performing work on both Parties' facilities or assets,, then the contracting Party will ensure that the other Party is also named as additional insured's on the commercial general liability insurance policy of the third-party vendor or contractor.

15. INDEMNIFICATION OF CERTAIN CLAIMS

15.1 General Indemnity

To the maximum extent permitted by law, each Party will protect, defend, indemnify and hold harmless the other Party and all of its officials, employees, principals and agents, while acting within the scope of its employment as such, from all costs, claims, demands, suits, actions, judgment, and/or awards of damages, arising out of, or in any way resulting from, the Indemnifying Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. If such claims, suits, or actions result from concurrent negligence of the Parties, then this indemnity provision is valid and enforceable only to the extent of the Party's own negligence. The obligations under this Section extend to claims, demands, and/or causes of action

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, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorney's fees, to enforce the provision of this section, all such fees, expenses and costs shall be recoverable by the prevailing party. This indemnification will survive the termination of this Agreement.

16. TERMINATION

16.1 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 obligations under this Agreement through no fault of the other Party, provided that insofar as 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 30 days of notice of the intent to terminate. In such case, the notice of termination will state the time period in which cure is permitted and any other appropriate conditions.

If the other 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 thereof, granted by the Party not at fault, the Agreement shall be deemed terminated.

16.2 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 180 days prior to a major service change.
- b. Opportunity for consultation with the Party initiating the termination prior to the termination date.

16.3 Activities upon Termination

Upon termination of this Agreement, by expiration of the term or as provided in this Section, Sound Transit and the Port agree to work together cooperatively to develop a coordinated plan for terminating the services rendered up until the time

of termination, determining reasonable contract close-out costs for termination for convenience only, and accounting and disposing of equipment provided by each Party in the manner that each Party directs. In the event of termination by default or breach, each Party shall compensate the other Party for only the services that the other Party has satisfactorily rendered to the date of termination at the rates and amounts and in the manner provided in this Agreement, with no payment for contract close-out costs as otherwise provided in this Section. No such termination, however, shall relieve the Parties of obligations accrued and unsatisfied at such termination.

17. GENERAL PROVISIONS

17.1 Legal Compliance

At all times, both Parties provide the respective services under this Agreement in accordance with all applicable local, state, and federal laws and regulations.

17.2 Personnel

The Port, 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.

17.3 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.

17.4 Independence of Parties

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

17.5 Non-Exclusivity of Agreement

The Agreement is not, and will not be construed to be, the sole contract for operations, maintenance, or repairs into which Sound Transit may enter during the term of the Agreement or as it may be extended.

17.6 Parties in Interest

Nothing in the Agreement, whether express or implied, is intended to:

- a. Confer any rights or remedies under or by reason of the Agreement on any persons other than the Parties to it and their respective successors and permitted assigns.
- b. Relieve or discharge the obligation or liability of any third-party to a Party to the Agreement.
- c. Give any third-parties any right of subrogation or action against the other Party to this Agreement.

17.7 Assignment

Neither Party will assign, transfer, or otherwise substitute its obligations under the 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.

17.8 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 hereto and their respective successors, permitted assigns and legal representatives.

17.9 Applicable Law

This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action brought resulting from this Agreement shall be brought in the Superior Court of King County.

17.10 Waiver of Default

Waiver of any default will not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not 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 stated to be such in writing, and signed by authorized Parties.

17.11 Amendments and Modifications

This Agreement and exhibits may be amended or modified by mutual agreement of the Parties in writing.

In particular, this Agreement may be amended or modified with respect to additional work Sound Transit may request the Port to perform beyond the scope specifically defined herein. The Port may perform such additional work at its sole discretion in a manner consistent with its procedures and policies.

Amendments to the policies outlined in this Agreement are subject to the approval of the Sound Transit Board of Directors and the Port of Seattle Commission or its designee. Amendments and revisions to exhibits can be authorized by Sound Transit's Director of Operations or designee and by the Port's Director, Airport Operations or designee.

17.12 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 would then continue to serve the purposes and objectives originally contemplated.

17.13 Calculation of Time

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

17.14 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 addresses:

Director, Airport Operations
Sea-Tac International Airport
P.O. Box 68727
Seattle, WA 98168

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

18. EFFECTIVE DATE AND TERM

18.1 Effective Date

This Agreement takes effect upon signature by the Parties.

18.2 Term

This Agreement will expire five years from the Effective Date, unless renewed for additional five-year terms. The Chief Executive Officers of the Parties are authorized to renew the terms of this Agreement without further authorization from their respective commission or board.

19. EXECUTION OF AGREEMENT

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

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

The Port of Seattle
("Port")

Central Puget Sound Regional Transit
Authority
("Sound Transit")

Ted Fick
Chief Executive Officer

Michael Harbour
Acting Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Port Legal Counsel

Sound Transit Legal Counsel

Date: _____

Date: _____

EXHIBIT A: DEFINITIONS

AED - Automated External Defibrillator.

Airport Segment - The light rail system extending from Tukwila International Blvd. Station in the City of Tukwila to SeaTac Airport in the City of SeaTac.

CCTV - Closed Circuit Television

Configuration Control - Refers to the responsibility to ensure that no changes are made to any portion of either Party's property and related assets without the express written approval of the Party through a formalized process of approval.

CPI - The U.S. Department of Labor, (Bureau of Labor Statistics) Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton area.

CUSS - Port of Seattle Common Use Self Service Kiosks. Refers to the automated, self-service check in terminals used by airlines.

Designated Representatives - The individuals who are assigned to specific tasks outlined in the Agreement as listed in Exhibit F.

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

FIDs - Port of Seattle Flight Information Displays

FCC - Fire Control Center.

LCC - The Link Control Center located at the King County Metro Building at 1263 6th Avenue, Seattle, Washington.

Third Party - A person or entity other than Sound Transit or the Port.

Exhibit B1: Sound Transit Owned Assets

Note: This will include the site drawings depicting ST asset ownership as well as the following list of assets.

Sound Transit Owned Assets
Light rail track structure
<ul style="list-style-type: none"> • At-grade slabs • Retaining walls • Abutments • Traffic barriers delineating track • Aerial structures • Columns • Foundations
Light rail operating systems
<ul style="list-style-type: none"> • Traction Power Substation (TPSS) • Overhead catenary systems and controls
Airport Station Structure
<ul style="list-style-type: none"> • Columns • Foundations • Platforms • Glazing • Elevators and escalators • Interior finishes • Infrastructure systems • Standard Sound Transit-owned signage (static and electronic)
Operating, revenue control and monitoring systems
<ul style="list-style-type: none"> • Conduits • Cabling • Equipment • Other support infrastructure
International Boulevard Bridge
<ul style="list-style-type: none"> • Associated facilities located east of International Boulevard • Standard ST-owned signage (static and electronic)
Port Pedestrian Bridge
<ul style="list-style-type: none"> • Sound Transit-owned CCTVs • Sound Transit-owned Public Address Speaker • Sound Transit-owned standard signage (static and electronic)
Track and station drainage
<ul style="list-style-type: none"> • Drains • Downspouts
Pedestrian Walkway through Garage
<ul style="list-style-type: none"> • Standard ST-owned signage
Sound Transit Art Elements
Station grade level
<ul style="list-style-type: none"> • Pavement • Landscaping • Fencing • Egress facility • Infrastructure systems

Exhibit B2: Port of Seattle Owned Assets

Port of Seattle Owned Assets
North Airport Expressway elements
<ul style="list-style-type: none"> • Roadway surface • Roadway shoulders • Bridges • Walls • Cut and fill slopes • Utilities • Sign structures and signage (including static and variable message signs) • Intelligent transportation system (ITS) • Traffic barriers excluding track barriers • Illumination • Drainage • Landscaping • Other structures
Airport Station
<ul style="list-style-type: none"> • Flight information displays (FIDS) and system • Common Use Self Service Kiosks (CUSS) and system • Standard Port-owned signage (static and electronic) • Luggage cart kiosks
Non-station grade level
<ul style="list-style-type: none"> • Pavement • Landscaping • Fencing • Supporting infrastructure • Traffic barriers and impact attenuators
Port Pedestrian Bridge
<ul style="list-style-type: none"> • Foundations • Columns • Bridge structure • Flooring • Roofing • Interior finishes • Infrastructure • Standard Port-owned signage (static and electronic)
Pedestrian walkway through garage – connecting the pedestrian bridge to the garage fourth floor pedestrian plaza
<ul style="list-style-type: none"> • Walkway surfaces • Signage • Railings • Infrastructure systems • Standard Port-owned signage (static and electronic)

Responsibility Matrix

Tasks	Sound Transit	Port of Seattle	NOTES:
Airport Station			
Landscape		X	
Janitorial	X		
Maintenance	X		
Fire/Life Safety	X		
Signage	X		
Lighting	X		
CCTV	X		Video feed provided to POS
AED	X		

IB Ped. Bridge & Plaza

Landscape	X		
Janitorial	X		
Maintenance	X		
Fire/Life Safety	X		

POS Ped. Bridge

Landscape		X	
Janitorial		X	
Maintenance		X	
Fire/Life Safety		X	
Signage		X	Each Party to maintain respective signage
Lighting		X	POS to reimburse ST for power consumption
CCTV		X	

Elev. Guideway

Landscape		X	
Maintenance	X		
Fire/Life Safety	X		

EXHIBIT C: Lighting Cost Allocation

Cost Allocation for POS PED Bridge

NOTES:

Number of Lighting Fixtures	60	(Est.)	
Power Consumption of Individual fixtures (Watts)	60	(Est.)	
Hours of Operation (Ave.)	24		
Electrical Power Utility Rate (KWHR)	\$0.09	(Est.)	To be determined at close of construction
Misc. Consumption Factor	10%	(Est.)	To account for Janitorial use, VMS and LED signage
Daily KWHR	95.04		
Daily Power Consumption cost	\$8.55		
Annual Power Consumption Cost	\$3,122.06		

EXHIBIT D: Fire Alarm System Diagram

EXHIBIT E
DESIGNATED REPRESENTATIVES

Port of Seattle:

Jeffrey Nelson
Port of Seattle Fire Department
2400 S. 170th Street
SeaTac, WA 98158

(206) 787-6774

Sound Transit:

Rand Stamm, Project Manager
Customer Facilities and Accessible Services
Operations Department
401 S. Jackson Street
Seattle WA 98104

(206) 370-5692ss