EXHIBIT A: GENERAL DEFINITIONS

Definitions for inclusion in the agreement

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

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

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

Baseline Cost.

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

“CCTV” means Closed Circuit Television.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Transportation.

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

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

“Joint Leadership Team” means the joint leadership team meeting convened every other week by Sound Transit that will be comprised of leaders responsible for the operations and maintenance of Link, including Sound Transit’s Executive Director of Operations and Director of Link Light Rail, along with King County’s Deputy General Manager and Director of Link Light Rail and Transit. Leaders will be responsible for determining membership and will include subject matter experts in meetings as needed. If the Team agrees by consensus that no high priority items need to be resolved, then meetings can be deferred as needed. The Joint Leadership Team will evaluate service performance, discuss corrective action plans, and staffing/personnel issues, and evaluate and recommend cost controls. At each meeting, performance and corrective actions will be tracked and evaluated. Action items will be dealt with in a timely manner by the responsible Party. Attendance by core team members is expected.

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

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

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

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

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

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

“Link Risk Fund” means the fund established by the County using Sound Transit funds, as provided by Section 28.1, to cover all Claims within the self-insured retention (“SIR”), all uninsured Claims, all Claims beyond any insurance limits, and such other costs as are specified in this Agreement; but excluding Workers’ Compensation Claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Service Plan” means the plan developed by Sound Transit as required in Exhibit G, that identifies travel times and headways for a service period and provides the information necessary to develop detailed schedules and vehicle and operator assignments.

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

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

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

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

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

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

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

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

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

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

“Term” means the duration of this Agreement.

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

“Third Party Claim” means a Claim made against Sound Transit and/or the County by a Third Party. “Third Party Claim” shall also include a Claim made by either Party for injuries to persons or damage to property (or injuries to persons and property damage) sustained by that Party’s personnel or property (or both) when not engaged in Link Functions.

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

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

“Transit Department”: See Metro Transit Department.

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

“Waste Minimization Plan” means the plan described in Section 20.2, Waste Minimization

Plan, of the Agreement.

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

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