

**FIRST AMENDMENT TO  
TACOMA LINK JOINT OPERATING AGREEMENT BETWEEN  
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY AND  
THE CITY OF TACOMA**

THIS First Amendment (“First Amendment”) to the Tacoma Link Joint Operating Agreement approved pursuant to City of Tacoma Resolution No. 38342, is entered into by and between the Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Tacoma (the “City”).

**RECITALS**

**WHEREAS**, on December 9, 2011, Sound Transit and the City entered into the Tacoma Link Joint Operating Agreement (“Agreement”) regarding joint operations and use of and within the portion of the public right-of-way of the City in which the Sound Transit Link Passenger Rail System is authorized to operate.

**WHEREAS**, the Parties desire to amend the Agreement to revise and add certain terms and conditions mutually agreed to by the Parties.

**NOW, THEREFORE** in consideration of the terms, conditions and mutual covenants contained herein, the City and Sound Transit do hereby agree to amend the Tacoma Link Joint Operating Agreement as follows:

**SECTION 1.** Section 2 of the Agreement is hereby amended by the addition of new section 2.6 reading as follows:

**2.6 City Provided Train Signal Operation and Maintenance.** The City agrees that it will operate and maintain streetlights, beacons, and traffic signals (and associated controls) along the Sound Transit Link Light Rail Route. City maintenance and operation shall include the following:

- Day to day operation of signal timing, including coordination and adjustments.
- Operation and maintenance of vehicular, pedestrian, and train detection systems.
- Operation and maintenance of vehicular, pedestrian, and train signal heads/indications.
- Routine overhead inspections and operations checks.
- Call-outs and troubleshooting of traffic signal operations during normal business hours.
- Response associated with locating underground infrastructure of traffic signals in accordance with RCW Ch. 19.122,
- Removal and replacement of failed components, including lifecycle replacement of key components at the end of their useful life.
- Battery maintenance and replacement of uninterrupted power supply components.
- Operation and maintenance of the traffic signal closed loop network.

- Emergency response after hours callouts for operational issues, dig-ups, knockdowns, and emergency locates.

**SECTION 2.** Section 5 of the Agreement is hereby amended as follows:

A. The title of Section 5 “Traffic Control” is amended to read as follows: “Traffic Control; Maintenance; and Services”.

B. The first paragraph of Section 5 shall be numbered as Section 5.1 and titled “Traffic Control”.

C. New Sections 5.2, 5.3, 5.4, 5.5 and 5.6 are added to Section 5.0 reading as follows:

**5.2 Solid Waste Services.** Sound Transit and the City have identified certain areas of the City that present the potential for a conflict between delivery of Passenger Rail System and solid waste pick-up services (Conflict Areas). Sound Transit and the City agree to work collaboratively to identify Conflict Areas and schedules to minimize conflicts. When a Conflict Area is identified by the Parties, Sound Transit will notify the City of any Passenger Rail System change in such Conflict Areas due to special events or severe weather that might have an impact to the City Solid Waste service hours.

City of Tacoma Solid Waste Management agrees to coordinate with Sound Transit in accordance with the following guidelines to minimize the impacts between the Passenger Rail System and solid waste collection. The City of Tacoma will reference Sound Transit’s Tacoma Link Service Schedule to schedule solid waste service to help limit potential impacts, however, Solid Waste Management will make scheduling decisions based upon its best business judgement in consideration of the impacts to solid waste service delivery to solid waste customers and the financial impacts to the City of Tacoma Solid Waste Division of schedule adjustments.

Sound Transit acknowledges that Solid waste vehicles may be restricted from providing service to Conflict Areas prior to 7:00 a.m. due to applicable laws, ordinances and business needs of the Solid Waste Division. When Solid Waste Vehicles and Passenger Rail Vehicles have encounters in these Conflict Areas, Sound Transit and the City acknowledge that there may be unavoidable impacts to either service while completing their assigned stops.

Please refer to <https://www.soundtransit.org> for the current Tacoma Link Light Rail Service Schedule.

**5.3 Street Lighting.** The City of Tacoma, Public Works, Signal and Streetlight Shop (“Signal and Streetlight Shop”) is responsible for the operations and maintenance of signal, streetlight and beacon assets. Outages will be reported by Sound Transit to the City and will be prioritized by the City based on relative impacts to operations and public safety for the traveling public and as resources are available.

The Signal and Streetlight Shop will use good faith efforts to investigate and, when necessary, repair inoperable, broken, defective or malfunctioning signals and streetlights within 14 calendar days of notification to the Signal and Streetlight Shop. Non-routine issues such as outages caused by third party damages, including dig-ups, knockdowns, and theft/vandalism, may take longer to resolve. In addition, procurement of non-standard fixtures or poles may significantly affect the timeline for repair.

#### **5.4 Street Sweeping, Snow Removal and Deicing.**

**5.4.1 Street Sweeping.** Sound Transit will provide street sweeping services along the Track Line. Sweeping of the in street running of the Track Line will be conducted once per month during the spring and summer seasons and on a bi-weekly basis during fall and winter seasons. Sweeping of the Track Line will be conducted after Tacoma Link service hours. Street sweeping activities shall be considered Routine Maintenances for purposes of the notice requirements of Section 6 of the First Amended Right-of-Use Agreement, dated 2011, and does not require prior notice to the City.

Spring: March – May | Once a month  
Summer: June – August | Once a month  
Fall: September – December | Twice a month  
Winter: January – March | Twice a month

**5.4.2 Snow Removal and Deicing.** City of Tacoma will use good faith efforts to provide snow and ice removal on the shared drive surfaces of the right of way with Tacoma Link and automobiles. This does not apply to pedestrian crossings, stations, islands, and other surfaces not specific to vehicle use. City of Tacoma may use 23.3% salt brine solution and/or solid deicing materials which meet the Pacific Northwest Snow Fighters Qualified Products List prior to and during weather events. Type and quantity of materials used will be dictated by the intensity and severity of the event and directed by the on-duty operations manager/supervisor. The City shall annually review its routes, procedures and materials with Tacoma Link staff to ensure service levels are being met by both agencies.

#### **5.5 Tree Trimming**

**5.5.1 General.** In order to maintain safe operation of the Passenger Rail System along the Hilltop Tacoma Link Extension (HTLE), tree trimming shall comply with the requirements in Title 9 TMC. Pruning of trees along the Track Line Passenger Rail System, shall generally conform to the clearance requirements as agreed upon between Sound Transit and the City, with a 10-foot radius around OCS wires and a 5-foot radius around OCS poles.

If Sound Transit determines that a tree must be removed to continue safe operation of the HTLE, tree removal shall comply with the requirements of Title 9 TMC . In addition, the zoning code TMC 13.06.090.B provides the requirements for street trees. The removal of any such tree shall not make the street segment any more nonconforming with the requirements of this Zoning

Code. Replacement planting may be required, and any such replacements shall comply with Title 9 TMC.

**5.5.2 Emergency Tree Trimming (per TMC 10.22.200.A).** Sound Transit may prune existing trees in the public right-of-way, without first obtaining a Permit, when Emergency circumstances demand that the work be done immediately. The Person doing the work shall apply to the City for a Permit on or before the third working day after such work has commenced. Pruning shall be consistent with the City’s Urban Forest Manual (UFM), Right-of-Way Design Manual, and Title 9 TMC.

**5.6 Signal Timing.** The equipment provided by Sound Transit under this Joint Operating Agreement (JOA) is in support of the Hilltop Tacoma Link Extension Project and has been purchased with federal funds which is subject to Federal Transit Administration requirements. The City of Tacoma agrees to install and maintain signal-related equipment — purchased with federal funds and provided to the City through this JOA— in conformance with federal grant requirements encumbering the signal-related equipment. Sound Transit agrees to provide the City of Tacoma with the specific federal grant requirements that apply to each item of signal-related equipment provided.

The City of Tacoma and Sound Transit will continue to work collaboratively to support priority-based operations for Light Rail Vehicle (LRV) movements. Operations supporting LRV movements include Transit Signal Priority (TSP) at signalized locations to help facilitate consistent Light Rail Transit (LRT) operations along the alignment. TSP must be reviewed and approved by the City Engineer and will be granted in whole or partially, unless the impacts of Transit Priority are inconsistent with municipal code, and/or the City’s Transportation Master Plan; or when TSP is otherwise approved by the City Engineer. The City of Tacoma will establish a “Signal Timing Plan” that will set forth the details regarding how and where TSP is implemented and the remainder of the signal system elements. The City retains the sole discretion to determine and approve the form and content of the final Signal Timing Plan with the understanding that the initial Signal Timing Plan, and any changes to the plan impacting Sound Transit, will be developed in consultation with Sound Transit.

In the event that signal timing cannot be maintained to support TSP as identified in the City’s Transportation Master Plan, the City will provide documentation to Sound Transit as to why such priority cannot be maintained.

**SECTION 3.** Sections 8.2 and 8.3 of the Agreement are hereby deleted in their entirety and replaced with the following:

**8.2 Train Signal Maintenance.** The City will operate and maintain Sound Transit train signals as provided at section 2.6 of this Agreement. Sound Transit agrees to pay the City a fixed annual fee (the “Fixed Fee”), commencing January of 2023, for the cost of such operations and maintenance, inclusive of the pro-rated lifecycle replacement cost of train signal assets (including the complete traffic signal rebuilds/replacements at the Commerce Street/South

7<sup>th</sup> Street and Martin Luther King Jr. Way/South 18<sup>th</sup> Street locations) that are for the explicit use of Sound Transit. Sound Transit’s responsibility for operation, maintenance, and replacement costs within a given year shall not exceed the annual Fixed Fee, unless Sound Transit requests the installation of additional signal infrastructure. In such case, a new fixed fee shall be agreed upon by both parties.

The first annual Fixed Fee payment has been calculated in the amount of **one hundred and three thousand two hundred and six dollars (\$103,206.00)**. The Fixed Fee shall be adjusted upward annually by multiplying the then-current Fixed Fee by one-hundred percent (100%) of the annual percent change of the most recent Consumer Price Index for All Urban Consumers (CPI-U), Seattle-Tacoma-Bremerton, WA, 1982-84=100 available on August 30<sup>th</sup> of every year, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or successor indices and the previous year’s CPI.

The amount of the initial Fixed Fee was calculated as follows:

	Assumed Lifecycle (in Years)	Quantity	Materials (Each)	Labor & Equipment (Each)	Total Cost (Each)	Total Cost	Prorated Annual Cost (Total Cost/ Lifecycle Years)
Blank-out Signs	15	51	\$6,000	\$854	\$6,854	\$349,554	\$23,304
Signal Indications	10	164	\$141	\$427	\$568	\$93,152	\$9,315
Annual Number of Unscheduled Maintenance Responses	1	46	--	\$909	\$909	\$41,814	\$41,814
Complete Signal Rebuild*	60	2			\$750,000	\$1,500,000	\$25,000
Signal Cabinet*	30	2			\$45,000	\$90,000	\$3,000
Signal Controller*	15	2			\$5,800	\$11,600	\$773
						<b>Total:</b>	\$103,206

(\* ) Included replacement for signals at Commerce & S. 7th Street; and Martin Luther King Jr. & S. 18th Street, installed by the Sound Transit project, for the explicit benefit of Sound Transit operations

The City will notify Sound Transit the amount of the Fixed Fee by November 1 of the preceding year excepting for the amount of the first annual Fixed Fee payment. The City will invoice Sound Transit quarterly for one-fourth (1/4) of the Fixed Fee. The City shall submit invoices with the required documentation via email to [AccountsPayable@SoundTransit.org](mailto:AccountsPayable@SoundTransit.org). Sound Transit will pay the City within thirty (30) days of receipt of an adequately supported invoice.

**8.3 Payment by City for Sound Transit Maintenance and Operation**

**Services at City Built Stations; Major Repairs and Replacement.** The City will reimburse Sound Transit for Tacoma Link operations and maintenance expenses for any Station built by the City, such as the station constructed in 2011 called the Commerce Street Station, known now as the Theater District Station. A non-exhaustive list of such maintenance functions and related costs such as insurance and third-party inspections, are attached as **Exhibit B-1**. The City of Tacoma and Sound Transit will meet annually to discuss the upcoming maintenance cost for both the Theater District and the train signaling maintenance. Sound Transit will notify the City no later than the 30th day of April every year of the estimated cost for Tacoma Link station operation and maintenance for the next calendar year. Sound Transit will provide the City of

Tacoma with a quarterly invoice for the maintenance services performed at the Station. For repairs that are greater than ordinary maintenance, or improvements that are legally-required such as safety, security or accessibility improvements, the City shall reimburse Sound Transit for the actual cost of repairs to Passenger Stations owned or constructed by the City rather than the pro rata cost of all stations. Sound Transit shall submit a properly documented invoice to:

Chris Larson (or current Public Works Dept/Engineering Division Manager)  
City of Tacoma, Public Works Engineering  
747 Market Street Room 520  
Tacoma, WA 98402

The City will pay Sound Transit within thirty (30) days after receipt of the completed invoice.

**SECTION 4.** Section 12 of the Agreement “ELECTRICAL CLEARANCE PROCEDURES”, is deleted in its entirety and replaced with the following:

**12.1 References** – Tacoma Power drawing NP1971-1 and Sound Transit drawings 00141SOB “Traction Power One-line” and 00141SOH “Traction Power Substation Battery System, Distribution Panels & Auxiliary Devices, pages 8 and 15 respectively of the as-built drawing set.

**12.2 High Voltage DC System** – The overhead 750-volt DC traction power system running inside the right-of-way will be treated as a high voltage system regulated by the Washington Administrative Code (WAC 296-45). The Tacoma Link overhead catenary system will be maintained in accordance with the American Public Transportation Association Standards (APTA), manufactures specifications and the National Fire Protection Act (NFPA 70E).

**12.3 Electrical Clearance** – When an electrical clearance is required on Tacoma Power’s 12.5kV system or on the Sound Transit Traction Power Substation, staff from the appropriate system owner will lock open power devices to isolate as required e.g; 15kV AC breakers, station service power supplies, and/or source disconnects. Sound Transit and Tacoma Power will follow “lock out – tag out” procedures at these disconnect devices on the behalf and in coordination with the Foreman taking the clearance(s).

**12.4 When Returning the High Voltage System to Normal** – Sound Transit’s 15kV AC breaker should be closed last in the switching sequence to avoid single phasing the traction power station.

**12.5 Single Phase Switching of the Utility Power System** – When single phase switching is required on the utility 12.5kV power source that feeds the traction power station, Tacoma Power will coordinate with Sound Transit to open the appropriate 3-phase 15kV AC breaker to eliminate the possibility of single phasing the station.

**SECTION 5.** References in the Agreement to the “Commerce Street Station” are hereby deleted and replaced with the current name of that station, “Theater District Station”.

**SECTION 6.** Exhibit A to the Agreement, Tacoma Link Emergency Call List, is hereby deleted in its entirety and replaced with the attached Exhibit A-1.

**SECTION 7.** Exhibit B to the Agreement, Tacoma Commerce Street Station Estimated Maintenance Costs, Tacoma Power Energy Rates, is hereby deleted in its entirety and replaced with the attached Exhibit B-1, Sound Transit Cost Estimate of Theater District Station Maintenance.

**SECTION 8.** The Agreement is amended by the addition of Exhibit D, Hilltop Tacoma Link Extension Alignment Map, attached hereto and made a part of this Agreement by reference.

**SECTION 9.** This First Amendment shall be effective as of the 1<sup>st</sup> day of January, 2023.

**SECTION 10.** Except as specifically amended herein, the remaining terms and conditions the Agreement shall be unchanged and remain in full force and effect.

**IN WITNESS WHEREOF,** each of the Parties hereto has executed this First Amendment to the Operating Agreement by having its authorized representative affix her or his name in the appropriate space below:

**CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY  
(SOUND TRANSIT)**

**CITY OF TACOMA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Josh Diekmann,  
Public Works Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized by Motion No. M2022-90

By: \_\_\_\_\_

Chris Robinson  
Utilities Deputy Director, Power  
Superintendent – Tacoma Power

Approved as to form:

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Mattelyn Tharpe, Legal Counsel

By: \_\_\_\_\_

Chris Bacha, Chief Deputy Attorney

**EXHIBIT A-1**  
**Tacoma Link Emergency Call List**

<b>Tacoma Police / Fire Department</b>	911 or 9-911
<b>Police Non-Emergency</b>	(253) 798-4721
<b>Fire Non-Emergency</b>	(253) 627-0151

SOUND TRANSIT (ST) STAFF			
Name	Position	Office	Cellphone
<b>Tacoma Link Operations &amp; Maintenance Team</b>			
Robert Blackburn	Tacoma Light Rail Director	(206) 370-5674	(206) 730-0062
Pete Magadia	Tacoma Light Rail Deputy Director	(206) 370-5564	(206) 396-8061
Johnny Humphrey	Light Rail Systems Maintenance Manager	(206) 553-3587	(206) 698-4064
Clayton Mann	Tacoma Link Transportation Manager	(206) 370-5672	(253) 223-2109
N/A	Duty Manager Tacoma Link (24 hrs)	N/A	(206) 255-2871
N/A	Duty Supervisor Tacoma Link	N/A	(253) 255-8442
<b>Sounder Commuter Rail</b>			
N/A	Duty Officer	(206) 689-4922	
<b>Sound Transit Security (24 Hour Contact)</b>			
24 hour contact	Security Dispatch (Union Station)	(206) 398-5268	
N/A	ST Security South Supervisor	(206) 255-8591	
Ken Cox	Security Operations Manager	(206) 348-1081	
N/A	Security Alarm Red Hawk (O&M Facility)	(866) 402-8697	(866) 402-3673
<b>Sound Transit Safety Department</b>			
Ken Cummins	Director of Public Safety	(206) 510-6993	(206) 398-5322
Brad Blackburn	Deputy Director Public Safety	(206) 903-7247	
<b>Sound Transit Legal Department</b>			
Mattie Tharpe	Legal Counsel	(206) 398-5397	
<b>Sound Transit Facilities</b>			
Randy Houlihan	Supervisor – Facilities Maintenance	(206) 398-5230	(206) 290-6362
*Facilities support may be requested through the ST Security Dispatch Desk			
<b>Sound Transit Medial Relations</b>			
N/A	Public Information Officer – South Corridor	(253) 777-6585	
<b>CITY OF TACOMA (CoT) STAFF</b>			
N/A	Tacoma Power Dispatch (Power Outage)	(253) 502-8602 (24 hrs)	(253) 383-2044
N/A	Tacoma Water Control Center	(253) 502-8344 (24 hrs)	
N/A	Public Work Street Maintenance	(253) 591-5495 (24 hrs)	
N/A	Traffic Signal & Street Lighting Maintenance Dispatcher	(253) 581-8017	(253) 363-6036
N/A	Public Works Environmental Services Maintenance (Sewer)	(253) 591-5585 or (253) 591-5595 (24 hrs)	
N/A	Sweeper	(253) 591-5585	
N/A	City Sign Shop	(253) 591-5495	
N/A	Non-Emergency Number for Tacoma Police Department	(253) 287-4455	
N/A	Non-Emergency Number for Tacoma Fire Department	(253) 591-5737	



PIERCE TRANSIT			
Pierce Transit Dispatch			
N/A	Security	(253) 581-8017	
N/A	Bus Bridge Dispatch	(253) 581-8109	
Pierce Transit Security			
N/A	Public Safety Manager / Transit Security Specialist		
Washington State Department of Transportation (WSDOT)			
Jennifer Morrow	WSDOT State Safety Oversight	(360) 810-1369	
Electrical / TPSS / OCS / Emergency Repairs Contractor – Totem Electric			
Pat Powell	Emergency Repairs	253-606-0407 (24 hrs)	253-383-5022
Mike Tibbetts	Emergency Repairs	253-405-1060 (24 hrs)	
Rob Rainwater	Emergency Repairs	253-255-8209 (24 hrs)	

## EXHIBIT B-1

### Sound Transit Cost Estimate of Theater District Station Maintenance

Theater District Station  
 Operations and Maintenance Costs  
 Two Year Cost Forecast - Maintenance & Operations  
 2/16/2022

Proposed Draft Budget						
Cost Template - Theater District Station Maintenance & Operations						
Facility Maintenance Site 590	Service Frequency	Account Code	ACTUALS	ACTUALS	3.50%	3.50%
			ACTUAL COST	ACTUAL COST	COST	COST
			2020	2021	ESTIMATE	ESTIMATE
<b>Structural</b>		503054	\$ -	\$ 1,764	\$ 1,826	\$ 1,890
ABC Extinguishers	Monthly					
ADA Tactile Pavers Maintenance	Monthly		\$ 26	\$ 17	\$ 23	\$ 24
Surface Maintenance - Concrete, Asphalt	Monthly					
Traffic Control Barriers	Monthly					
<b>Electrical Service Contract</b>		503055	-	-	-	-
Platforms Electrical - Internal	On-Call					
<b>Snow Removal</b>		503059	-	1,790	1,853	1,917
Snow Removal	On-Call					
<b>Custodial Services - Pressure Washing</b>		503110	2,850	2,868	2,968	3,072
<b>Cleaning Services</b>		503111	12,839	15,453	15,994	16,554
Janitorial	Monthly					
Platform Access Easement Area	Monthly					
Glass Cleaning	Monthly					
Interior Floor Cleaning	Monthly					
<b>Graffiti Removal</b>		503114	1,089	2,284	2,364	2,447
Platform Pressure Washing -	Monthly					
<b>Signage Maintenance</b>		503510	-	-	-	-
Signage Maintenance	On-Call					
<b>Other Services - Pest Control</b>		503550	-	-	-	-
Pest Control	On-Call					
<b>Maintenance Supplies</b>		504200	14	2,790	2,888	2,989
<b>Electrical Supplies</b>		504205	-	-	-	-
Lighting Maintenance	Monthly					
<b>Electricity</b>		505050	575	1,068	595	1,105
Lighting Maintenance	Monthly					
<b>CCTV</b>						
Hardware Cost			800	800	800	800
<b>Total - Annual</b>			\$ 17,393	\$ 28,834	\$ 29,310	\$ 30,798
		QTR Average	\$ 4,348	\$ 7,209	\$ 7,328	\$ 7,699

Cost Estimate for Maintenance for Theater District Station\_03.21.2022.xlsx

Theater District Station Cost Estimate

**EXHIBIT D**  
**Hilltop Tacoma Link Extension Alignment Map**

