

AMENDMENT No. 4
to the
TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
between
KING COUNTY
and
THE CITIES OF SAMMAMISH, REDMOND AND ISSAQUAH, WASHINGTON
And
MICROSOFT CORPORATION

This Amendment No. 4 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 4" or the "Fourth Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the cities of Sammamish, Redmond and Issaquah, each a Washington municipal corporation, and Microsoft Corporation, a Washington corporation (hereinafter collectively referred to as the "Service Partner"). The County and the Service Partner may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, on May 13, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that the Agreement will expire five years after the start of the service, unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five years the enhanced transit service is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Service Partner desires to have Metro continue to provide the enhanced transit service beyond the initial period, the Agreement may be extended by the Transit General Manager; and

WHEREAS, the transit service enhancements provided for in the Agreement were implemented on or about September 22, 2008; and

WHEREAS, The First Amendment to the Agreement, executed on September 15, 2013, extended the agreement to September 26, 2014; and

WHEREAS, The Second Amendment to the Agreement, executed on October 6, 2014, extended the agreement to September 25, 2015; and

WHEREAS, The Third Amendment to the Agreement, executed on September 25, 2015, extended the agreement to September 7, 2017; and

WHEREAS, the Parties now desire to extend the Agreement for an additional one-year period; and

WHEREAS, Section 7 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. Extension of Term of Agreement

As provided for in Section 4.1, the Agreement is extended until September 21, 2018.

2. No Other Modifications.

Except as specifically provided for in this Amendment No. 4, all other provisions of the Agreement shall remain unchanged and in full force and effect.

3. Effective Date.

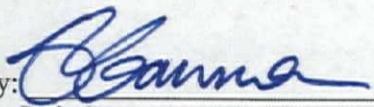
This Amendment No. 4 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 4 to the Agreement as of the date set forth below their signatures.

KING COUNTY

SERVICE PARTNER

City of Sammamish

By: 
Rob Gannon
General Manager, Metro Transit Division
Department of Transportation
Date: 8 FEB 2018

By: _____
Name
Its (Title): _____
Date: _____

Additional Service Partner (City of Redmond, City of Issaquah and Microsoft Corporation signature blocks follow on page 3 of 3 of this Third Amendment to the Agreement.

WHEREAS, the Parties now desire to extend the Agreement for an additional one-year period; and

WHEREAS, Section 7 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

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3. Effective Date.

This Amendment No. 4 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 4 to the Agreement as of the date set forth below their signatures.

KING COUNTY

SERVICE PARTNER

City of Sammamish

By: _____

By: Lyman E. Howard

Rob Gannon
General Manager, Metro Transit Division
Department of Transportation

Lyman E. Howard
City Manager

Date: _____

Date: 10/19/2017

Additional Service Partner (City of Redmond, City of Issaquah and Microsoft Corporation signature blocks follow on page 3 of 3 of this Third Amendment to the Agreement.

SERVICE PARTNER

City of Redmond

By: [Signature]

Name

Its (Title): FINANCE DIRECTOR

Date: 12/20/2017

SERVICE PARTNER

City of Issaquah

By: _____

Name

Its (Title): _____

Date: _____

SERVICE PARTNER

Microsoft Corporation

By: _____

Name

Its (Title): _____

Date: _____

SERVICE PARTNER

City of Redmond

By: _____

Name

Its (Title): _____

Date: _____

SERVICE PARTNER

City of Issaquah

By:  _____

Name

Its (Title): Fred Butler-Mayor

Date: 12/13/17

SERVICE PARTNER

Microsoft Corporation

By: _____

Name

Its (Title): _____

Date: _____

SERVICE PARTNER

City of Redmond

By: _____

Name

Its (Title): _____

Date: _____

SERVICE PARTNER

City of Issaquah

By: _____

Name

Its (Title): _____

Date: _____

SERVICE PARTNER

Microsoft Corporation

By: _____ 

Name

Its (Title): Regional Director

Date: 9-5-17

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Transit Now Direct Financial Partnership Agreement-Amendment 4
Type of Service: Extends the agreement to partly fund Metro Route 269 along with King County Metro, Microsoft Corporation, and the cities of Issaquah and Sammamish through 9/30/18.
Supplier/Contractor Name: King County Metro
Contract/Agreement Amount, Original: This amendment extends the agreement to 9/30/18 Money already approved in budget. Amended Amount: _____
Council Approval Date: 11/21/17 Nature of Funding: Business Tax Fund
Project Administrator: Terry Marpert MailStop: 4SCC Phone: 425-556-2428
Anticipated Agreement Start Date: 5/13/08 Estimated Completion Date: 9/30/18

Does this contract contain the purchase of technology related items/services? YES NO
If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? YES NO
If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Department Head/
Designee Signature: Karen Anderson Date: 12-15-2017
Planning Director

Comments: Cuke Vandenberg

Account Numbers/
Distribution: 118.18500.00 410.54440

NIGP/Commodity Code: _____

ROUTING PROCESS: (3 copies)

To: City Clerk AG Date 12/18/17
(for routing and tracking)
Risk Manager MEB Date 12/18/17
(Signature or initials)
City Attorney JPM Date 12/19/17
(Signature or initials) AG 12/20/17
(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)
Mayor _____ Date _____
(Signature or initials)
City Clerk M. Date 1/3/17
(Signature or initials)

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

Finance use ONLY Supplier Id _____ Date Received _____ Agreement # 5696-4