**AMENDMENT No. 2**
**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. 2 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 2" or the "Second 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 separately as "Party" or together 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 five-year 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 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 25, 2015.

2. **No Other Modifications.**

   Except as specifically provided for in this Amendment No. 2, all other provisions of the Agreement shall remain unchanged and in full force and effect.

3. **Effective Date.**

   This Amendment No. 2 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. 2 to the Agreement as of the date set forth below their signatures.

**KING COUNTY**

By: _____
Kevin Desmond
General Manager, Metro Transit Division
Department of Transportation
Date: 10/6/14

**SERVICE PARTNER**
City of Sammamish

By: _____
Name
Its (Title): City Manager
Date: 9/3/2014

***Additional Service Partner (City of Redmond, City of Issaquah and Microsoft Corporation) signature blocks follows on page 3 of 3 of this Second Amendment to the Agreement.***

**SERVICE PARTNER**
City of Redmond

By: _____
Name
Its (Title): _____

Date: _____

**SERVICE PARTNER**
City of Issaquah

By: _____
Name Fred Butler
Its (Title): Mayor

Date: 8/28/14

**SERVICE PARTNER**
Microsoft Corporation

By: _____
Name
Its (Title): _____

Date: _____

***Other than the foregoing signature blocks of Service Partner (City of Redmond, City of Issaquah and Microsoft Corporation), the remainder of this page 3 of 3 of the Second Amendment to the Agreement is intentionally left blank.***

**SERVICE PARTNER**
City of Redmond

By: [illegible] for John Marchione
Name
Its (Title): Mayor

Date: Sept. 19, 2014

**SERVICE PARTNER**
City of Issaquah

By: _____
Name
Its (Title): _____

Date: _____

**SERVICE PARTNER**
Microsoft Corporation

By: _____
Name
Its (Title): _____

Date: _____

***Other than the foregoing signature blocks of Service Partner (City of Redmond, City of Issaquah and Microsoft Corporation), the remainder of this page 3 of 3 of the Second Amendment to the Agreement is intentionally left blank.***

**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: Susan Wagner
Name
Its (Title): SR. DIRECTOR RE&F

Date: SEPT. 5, 2014

***Other than the foregoing signature blocks of Service Partner (City of Redmond, City of Issaquah and Microsoft Corporation), the remainder of this page 3 of 3 of the Second Amendment to the Agreement is intentionally left blank.***