

AMENDMENT No. 1
to the
TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
between
KING COUNTY
and
THE CITY OF REDMOND
AND
MICROSOFT CORPORATION

This Amendment No. 1 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 1" or the "First 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 City of Redmond, 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 18, 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 Parties now desire to extend the Agreement for an additional one-year period, during which the Parties will evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; 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 26, 2014.

2. Execution of Agreement – Counterparts

A new section 18 is added to the Agreement to read as follows:

This Agreement, and any amendments to this Agreement, may be executed in separate counterparts, each of which shall be regarded for all purposes as an original and all of which taken together constitute one and the same Agreement. Facsimile or scanned and emailed counterpart signatures to this Agreement shall be acceptable and binding on the Parties hereto.

3. No Other Modifications.

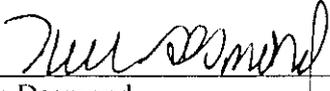
Except as specifically provided for in this Amendment No. 1, all other provisions of the Agreement shall remain unchanged and in full force and effect.

4. Effective Date.

This Amendment No. 1 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. 1 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: 9/18/13

SERVICE PARTNER

City of Redmond
By: 
Name: _____
Its (Title): Deputy City Administrator
Date: 9/15/13

Additional Service Partner (Microsoft Corporation) signature block follows on page 3 of 3 of this First Amendment to the Agreement.

SERVICE PARTNER

Microsoft Corporation

By: _____

Name

Its (Title): _____

Date: _____

Other than the foregoing signature blocks of Service Partner (Microsoft Corporation), the remainder of this page 3 of 3 of the First Amendment to the Agreement is intentionally left blank.

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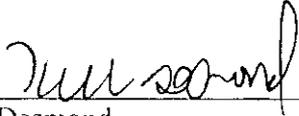
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KING COUNTY

SERVICE PARTNER

City of Redmond

By: 
Kevin Desmond
General Manager, Metro Transit Division
Department of Transportation

By: _____
Name
Its (Title): _____

Date: 9/18/13

Date: _____

Additional Service Partner (Microsoft Corporation) signature block follows on page 3 of 3 of this First Amendment to the Agreement.

SERVICE PARTNER

Microsoft Corporation

By: Susan Winger
Name SUSAN WINGER
Its (Title): Sr. Dir. REEF Project
Date: Aug 23, 2013

Other than the foregoing signature blocks of Service Partner (Microsoft Corporation), the remainder of this page 3 of 3 of the First Amendment to the Agreement is intentionally left blank.