

**AMENDMENT No. 4**  
**to the**  
**TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT**  
**between**  
**KING COUNTY**  
**and**  
**THE CITY OF AUBURN, WASHINGTON**  
**and**  
**PIERCE TRANSIT**

This Amendment No. 4 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 4" or the "Third 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 Auburn (the "City") and the Pierce County Public Transportation Benefit Authority ("Pierce Transit"), both Washington municipal corporations (referred to collectively as "Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter separately as "Party" or together as "Parties."

WHEREAS, on December 22, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of service, unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit service described in Section 1 of Attachment A to the Agreement 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 Parties desire to have Pierce Transit continue to provide the enhanced transit service beyond the initial period, the Agreement may be extended by the Parties; and

WHEREAS, the transit service enhancements provided for in Part I of Attachment A in the Agreement were implemented on or about February 9, 2010; and

WHEREAS, in December 2014 the Parties extended the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder Station route) until March 12, 2016, during which the Parties agreed to evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, in January 2016 the Parties extended the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder

Station route) until February 9, 2020, and adjusted the monetary contributions of the Parties to reflect increases to Pierce Transit's operating and capital costs for providing Route 497; and

WHEREAS, Section 8 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. Attachment A – I. Lakeland Hills Partnership**

**A. Service Description**

*Add the following:*

Beginning on Monday, September 25, 2017, an additional one (1) AM trip and one (1) PM trip will be operated by Pierce Transit on Route 497 to connect with new Sound Transit Sounder train trips serving the Auburn Station.

**B. Monetary Contributions**

The Parties agree that beginning September 25, 2017 and through the term of this extension, the costs for providing eight (8) weekday AM northbound and eight (8) weekday PM southbound trips on the Lakeland Hills service (Route 497) will be divided equally between the three parties, King County, City of Auburn and Pierce Transit.

The total annual Service costs are estimated below. The Parties will each be responsible for one-third (1/3) of the total costs.

| <b>2016</b>          | <b>Operating Cost</b><br>(\$99.78/hr x 4,697 annual hrs.) | <b>Capital Cost</b> | <b>TOTAL COST</b> |
|----------------------|---|---------------------|-------------------|
| AUBURN               | \$ 156,226  | \$ 23,718           | \$ 179,944        |
| KING COUNTY          | \$ 156,226  | \$ 23,718           | \$ 179,944        |
| PIERCE TRANSIT       | \$ 156,226  | \$ 23,718           | \$ 179,944        |
| <b>ANNUAL TOTAL:</b> | <b>\$ 468,678</b>   | <b>\$ 71,154</b>    | <b>\$ 539,832</b> |

**3. 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.


4. **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**

**CITY OF AUBURN**

By:  \_\_\_\_\_  
Rob Gannon  
General Manager, Metro Transit Division  
Department of Transportation

By: \_\_\_\_\_  
Nancy Backus  
Mayor  
City of Auburn

Date: 11. JAN. 2018 \_\_\_\_\_

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

**PIERCE TRANSIT**

By: \_\_\_\_\_  
Sue Dreier  
Chief Executive Officer  
Pierce Transit

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

Exhibit A

4. Effective Date.

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**KING COUNTY**

**CITY OF AUBURN**

By: \_\_\_\_\_  
Rob Gannon  
General Manager, Metro Transit Division  
Department of Transportation

By: Nancy Backus  
Nancy Backus  
Mayor  
City of Auburn

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

Date: 12/18/2017

**PIERCE TRANSIT**

By: \_\_\_\_\_  
Sue Dreier  
Chief Executive Officer  
Pierce Transit

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

4. Effective Date.

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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**

**CITY OF AUBURN**

By: \_\_\_\_\_  
Rob Gannon  
General Manager, Metro Transit Division  
Department of Transportation

By: \_\_\_\_\_  
Nancy Backus  
Mayor  
City of Auburn

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

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

**PIERCE TRANSIT**

By: *Sue Dreier*  
Sue Dreier  
Chief Executive Officer  
Pierce Transit

Date: 10/19/17