

**AMENDMENT No. 5**  
to the  
**TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT**  
between  
**KING COUNTY**  
and  
**THE CITY OF AUBURN, WASHINGTON**  
and  
**PIERCE TRANSIT**

This Amendment No. 5 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 5" 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 Metro Transit Department (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, in January 2018 the Parties agreed to implement additional trips on the Route 497 and adjust the monetary contributions for each Party accordingly; 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; and

WHEREAS, the Parties agree that the performance indicators set forth in the agreement for Route 497 have been met; and

WHEREAS, the Parties desire to continue the Route 497 partnership service; and

WHEREAS, the King County Transit Now agreement utilized by the County to fund its share of this Route 497 partnership will reach the end of its 10-year term in September 2020; and

WHEREAS, there is an understanding between the Parties that they will work together to determine the appropriate contracting mechanism for continuing the Route 497 partnership beyond September 2020;

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 enhanced transit service described in Part I of Attachment A (Lakeland Hills Service) in the Agreement is extended until September 30, 2020.

**2. Lakeland Hill Service Cost**

Operating Cost:

The operating cost for the Lakeland Hills service (Rt. 497) beginning on February 10, 2020 will be based on Pierce Transit's hourly rate of \$102.97.

Capital Cost:

In addition to the operating costs, the Parties agree to pay for Pierce Transit's capital costs associated with the Lakeland Hills service. The total capital cost for this extension period from February 2020 to September 2020 is \$56,853.89.

Monetary Contributions:

The Parties agree that beginning February 10, 2020 and through the term of this extension, the costs for continuing to provide nine (9) weekday AM northbound and nine (9) 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 Service costs for this extension period are estimated below. The Parties will each be responsible for one-third (1/3) of the total costs.

Feb 2020 – Sept 2020	Operating Cost (\$102.97/hr x 2,893.4 hrs.)	Capital Cost	TOTAL COST
AUBURN	\$99,311.13	\$18,951.30	\$118,262.43
KING COUNTY	\$99,311.13	\$18,951.30	\$118,262.43
PIERCE TRANSIT	\$99,311.13	\$18,951.30	\$118,262.43
<b>TOTAL:</b>	<b>\$297,933.39</b>	<b>\$56,853.90</b>	<b>\$354,787.29</b>

3. **No Other Modifications.**

Except as specifically provided for in this Amendment No. 5, all other provisions of the Agreement shall remain unchanged and in full force and effect.

4. **Effective Date.**

This Amendment No. 5 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. 5 to the Agreement as of the date set forth below their signatures.

KING COUNTY

By:   
Rob Gannon  
General Manager, Metro Transit Department

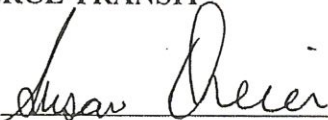
Date: 21 FEB 2020

CITY OF AUBURN

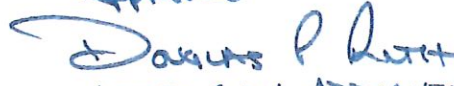
By:   
Nancy Backus  
Mayor  
City of Auburn

Date: 1-30-20

PIERCE TRANSIT

By:   
Susan Dreier  
Chief Executive Officer  
Pierce Transit

Date: 1/29/2020

APPROVED  
  
ASST. CITY ATTORNEY