

# CONTRACT AMENDMENT

<b>Contract Title:</b>	2023-2024 City of Redmond Transportation Demand Management Agreement		
<b>Contractor:</b>	City of Redmond	<b>Contract No.:</b>	SR-0000195743 CPA 6393980
<b>Address:</b>	15070 NE 85 <sup>th</sup> St PO Box 97010 Redmond, WA 98073-9710	<b>Amendment No.:</b>	1

## AMENDMENT EFFECTS

- ☐ Change of Scope
- ☒ Contract Extension
- ☐ Add Additional funds
- ☒ Terms and Conditions

King County Metro contracted the City of Redmond through a subrecipient agreement to provide

Transportation Demand Management (TDM) services to help people use sustainable transportation options and reduce drive-alone travel in Redmond.

## Contract Amendment 1 includes:

In accordance with Section 2 of Contract CPA 6393980 this Contract Amendment is entered into by and between King County and the City of Redmond.

The Purpose of this Contract Amendment is to modify the terms of the Contract. Now, therefore, the parties agree to modify the Contract as follows:

1. Extend the term of the Contract through December 31, 2025;
2. Update the following contract terms:

### a. Replace the Agreement introduction, pages 1-2, paragraphs 2-5:

Whereas, the County has obligated a grant from the Federal Transit Administration (FTA) (Award 118156 | WA-2020-087-00) Congestion Mitigation and Air Quality Improvement program ("CMAQ"), awarded to the County on August 31, 2020 for a total award amount of \$9,988,278; and

Whereas, the grant is for multi-modal transportation project planning and demonstration programs, in order to reduce drive-alone vehicle travel and increase high occupancy vehicle use to help reduce energy consumption, air pollution and traffic congestion. This is not a research and development grant and there is no indirect cost rate for this award. The Assistance Living Number for this grant is 20.507, Urbanized Area Formula Funding Program and the County intends to use up to \$247,500 of these grant funds as a sub-award to the City for work performed in accordance with the terms and conditions of this Agreement; and not for research and development purposes. There will be no indirect costs charged to this award.

Whereas, such projects and programs include strategies known as transportation demand management (“TDM”) which may encompass incentives, outreach, promotions, website development and maintenance, materials and services that facilitate travel by public transportation, shared rides, bicycling, walking and teleworking; and

Whereas, the City, will not enter into any subrecipient agreements; and

**b. Replace Sections 1-5:**

**1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish a mutually beneficial arrangement between the City and the County that will help both Parties realize their respective TDM objectives. This Agreement also creates a mechanism to allow the County to reimburse the City for costs incurred to perform the tasks and implement the programs described in the Scope of Work (“SOW”), as set forth in Exhibit A, which is attached and incorporated herein. In consideration of the City’s performance of the tasks and responsibilities set forth in the SOW, the County will provide the City up to \$247,500 in grant funds.

**2. AGREEMENT TERM AND MODIFICATIONS**

This Agreement shall be effective as of January 1, 2023, upon signature by both Parties, and shall remain in effect unless otherwise terminated through December 31, 2025, extended from December 31, 2024. If mutually agreed, the Agreement may be extended by written amendment for up to an additional two (2) years. Exhibits and attachments may be modified at that time as mutually agreed by the Parties. Any extension shall be made in writing in accordance with Section 14 of the Agreement. The County will enter into or extend this Agreement only on the condition that all City accounts with the County are current.

**3. CITY’S RESPONSIBILITIES**

The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work required as related to program performance associated with the SOW in Exhibit A. The program tasks, timelines and budget are stated in Exhibit A.

**4. COUNTY’S RESPONSIBILITIES**

The County will reimburse the City for actual costs incurred to satisfactorily perform the tasks and implement the Program as provided for in the SOW. In no event shall the total reimbursement made by the County to the City for work performed pursuant to this Agreement exceed \$247,500 (the “Reimbursement Cap”).

**5. INVOICE AND PAYMENT PROCEDURES**

The City shall submit completed invoice(s) to the County detailing expenses, quarterly activities, outcomes and metrics within thirty (30) calendar days following each quarter’s end. The County shall pay the City within fifteen (15) calendar days after the County has received completed invoices.

In no event will the total amount of the initial investment and quarterly payments exceed the Reimbursement Cap specified at Section 4 of this Agreement without the Parties mutually agreeing to amend this Agreement in accordance with Section 14 of the Agreement.

**c. Replace Section 6; Part A, Numbers 1-4, and 6; Part E; and Parts H-J:**

**6. FEDERAL REQUIREMENTS**

A. This Agreement is subject to a financial assistance agreement between the County and the FTA. The City shall comply with all applicable federal laws, regulations, policies, procedures and directives, including but not limited to the following, which are attached hereto or incorporated herein by this reference:

1. 2 CFR Part 200.300 through 2 CFR Part 345, contained in Subpart D, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The text is available at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D>.
2. 2 CFR Part 200.400 through 2 CFR Part 200.475, contained in Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The text is available at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>.
3. The requirements and obligations imposed on a “Recipient” under the applicable provisions of the FTA Master Agreement. The Master Agreement text is available at: <https://www.transit.dot.gov/funding/grants/grantee-resources/sample-fta-agreements/fta-master-agreement-version-31-may-2-2024>.
4. The requirements of FTA Circular 5010.1E Project Administration and Management. Circular 5010.1E text is available at: <https://www.transit.dot.gov/regulations-and-programs/fta-circulars/award-management-requirements-circular>.
6. Applicable FTA Third Party Contract Provisions – Standard Terms and Conditions. ]The text is attached as Exhibit B.

E. The City agrees to extend application of the federal requirements to its subrecipients or contractors, and their respective subcontractors, by including this Section and the related exhibits in each contract and subcontract the City awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this Section shall not be modified, except to change the names of the parties to reflect the subrecipient or contractor which will be subject to its provisions.

H. Because the County is sub-granting \$30,000 or more of pass-through Federal Transit Administration funds, the County must comply with the reporting requirements of The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282., as amended by section 6202(a) of P.L. 110-252). The FFATA prescribes specific data to be reported and the County hereby agrees to report sub-award data into the website [www.USASpending.gov](http://www.USASpending.gov) via [www.fsr.gov](http://www.fsr.gov).

- a. Location of the City (physical address(es), including congressional district(s)); City of Redmond City Hall, 15070 NE 85th St, PO Box 97010, Redmond, WA 98073-9710; Congressional District: WA-1 and
- b. Place of performance (physical address(es), including congressional district(s)); City of Redmond City Hall, 15070 NE 85th St, PO Box 97010, Redmond, WA 98073-9710; Congressional District: WA-1 and

I. The City’s Commercial and Government Entity (CAGE) number is 4EPL9.

J. The City agrees to provide the County with a copy of its Title VI implementation plan in accordance with FTA Circular 4702.1B, Chapter III, Section 11 and update it every three years.

**d. Replace Section 7, Parts 7.1, 7.3, and 7.4:**

**7. DISPUTE RESOLUTION PROCESS**

7.1 Designated Dispute Resolution Representatives. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

<b>For the County</b>	<b>For the City</b>
Daniel Row Market Innovation Interim Managing Director Metro Transit Department 201 South Jackson Street, M/S KSC-TR-0411 Seattle, WA 98104 (206) 477-5788 <a href="mailto:daniel.rowe@kingcounty.gov">daniel.rowe@kingcounty.gov</a>	Michael Hintze Transportation Planning and Engineering Manager 15070 NE 85th St PO Box 97010 Redmond, WA 98073-9710 (425) 553-8495 <a href="mailto:mhintze@redmond.gov">mhintze@redmond.gov</a>

7.3 In the event the Designated Representatives are unable to resolve the dispute, the appropriate City Administrator or her/his designee and the General Manager of the County's Metro Transit Division or her/his designee shall confer and exercise good faith to resolve the dispute.

7.4 In the event the City Administrator and the General Manager of Metro Transit are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).

**e. Replace Section 9, Part 9.7**

**9. LEGAL RELATIONS**

9.7 Compliance with Applicable Laws. The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agree to require the same of any subcontractors providing services or performing any work related to the Program using funds provided under this Agreement.

**f. Replace Section 13:**

**13. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**g. Replace Section 17:**

**17. CONTRACT MANAGEMENT**

The contact persons for the management of this Agreement (the “Contract Managers”) are identified and their contact information is provided herein and may be updated by either Party for their agency only and shall be submitted in writing or electronic mail to the other Party. Any update to the Contract Managers’ information shall state the effective date of said update.

<b>Contract Manager</b>	<b>King County</b>	<b>City of Redmond</b>
Contact Name	Trevor Goodloe	LaNaya Taylor
Title	Project/Program Manager II Transportation Demand Management Market Innovation Section King County Metro	TDM Program Administrator City of Redmond
Address	201 S. Jackson St. M/S KSC-TR-0411 Seattle, WA 98104	15070 NE 85th St PO Box 97010 Redmond, WA 98073-9710
Telephone	(206) 263-8389	(425) 556-2482
E-Mail	<a href="mailto:tgoodloe@kingcounty.gov">tgoodloe@kingcounty.gov</a>	<a href="mailto:LTaylor@redmond.gov">LTaylor@redmond.gov</a>

**h. Replace Section 18, Parts 18.1 and 18.4:**

**18. RECORDS RETENTION AND AUDIT**

- 18.1 During the progress of the work and for a period of not less than six (6) years from the date of final payment by the County, the City shall keep available for inspection and audit by the County and the federal government the records pertaining to the Agreement and accounting therefore. Copies of all records, documents or other data pertaining to performance of the Agreement will be furnished upon request. If any litigation, claim or audit is commenced related to performance of the Agreement, the records along with supporting documentation shall be retained until all litigation, claims and/or audit findings have been resolved even though such litigation, claim or audit continues past the six-year retention period.
- 18.4 Unless already published and available at the federally appointed online, accessible audit reporting database the City agrees to submit to the County, a copy of the City's Single Audit report when requested by the County for sub recipient monitoring purposes.

**i. Add Attachment F: Conflict of Interest Clause and Form**

**j. Add Attachment G: WSDOT Terms and Conditions**

All other provisions of the Contract, as previously modified, shall remain in full force and effect. This Amendment shall be effective as of the date signed by King County below.

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AND INSTITUTED WHEN COUNTERSIGNED BY KING COUNTY.

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**King County, Washington**

**By**

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**Title**

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**Date**

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**Contractor**

**By**

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**Title**

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**Date**

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