# CONTRACT AMENDMENT

Project Name:	Transportation Demand Management Agreement						
Contractor:	City of Redmond	Contract No.:	6251538				
Address:	15070 NE 85 <sup>th</sup> St	Amendment Date:	11/16/2021				
	Redmond, WA 98073-9710	Amendment No.:	1				
AMENDMENT REQUESTED BY		AMENDMENT EFFECTS   Change of Scope   Method of Payment   Time of Performance   Compensation   Terms and Conditions   Results of Services   Other					
King County Metro Transit							
Organization							
Tim Hams							
Name Transportation Planner II – TDM Team Title							

# AMENDMENT No. 1 TO THE TRANSPORTATION DEMAND MANAGEMENT AGREEMENT BY AND BETWEEN KING COUNTY AND CITY OF REDMOND

This Amendment No. 1 to the Transportation Demand Management Agreement ("Amendment No. 1" or the "First Amendment") is made by and between the City of Redmond, a Washington municipal corporation (the "City") and King County, a home rule charter county of the State of Washington, through King County Metro Transit (the "County"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, the Parties entered into a Transportation Demand Management Agreement (the "Agreement") effective January 1, 2021; and

WHEREAS, Section 14 of the Agreement provides that this Agreement may be amended or modified only by a prior written amendment signed by authorized representatives of the Parties hereto;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

#### **1. LANGUAGE REVISION**

*Replace the 2nd Whereas paragraph with the following:* 

"Whereas, the CMAQ 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. Limited research and development are allowed under this grant but cannot be the primary element of the scope. The Catalogue of Federal Domestic Assistance number for this grant is 20.507 – <u>Urbanized Area Formula Grants</u>, and the County intends to use up to \$242,500 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; and"

### 2. <u>REIMBURSEMENT CAP AMOUNT CORRECTION.</u>

Section 4 – County's Responsibilities. Revise the "Reimbursement Cap" amount from \$300,000 to \$242,500.

### 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 signature of both Parties.

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AND INSTITUTED ON THE DATE FIRST ABOVE WRITTEN.

Contractor
Ву
Title
Date