SNOHOMISH COUNTY COUNCIL Snohomish County, Washington

MOTION NO. 23-468

AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT FOR ADDITIONAL SERVICES FOR RFP 23-047RB WITH TRANSPORTATION DEMAND MANAGEMENT, LLC AT SNOHOMISH COUNTY AIRPORT

WHEREAS, Snohomish County Airport (the Airport) initiated a terminal apron reconstruction project in summer of 2023 that requires temporary passenger busing services from the passenger terminal; and

WHEREAS, the Airport entered into an Agreement with Transportation Demand Management, LLC (Starline) to provide Temporary Passenger Transport Services pursuant to RFP 23-047RB; and

WHEREAS, on October 1, 2023, the passenger terminal increased the fall schedule of passenger operations relative to the summer schedule; and

WHEREAS, the Airport and Starline executed Amendment 1 to the Agreement to increase the level of passenger transport service and budget required in the month of October, 2023; and

WHEREAS, the Airport requires additional services of Starline to November 30, 2023, to accommodate the current schedule of the apron reconstruction project and has provided written notice to Starline for the extension per Agreement terms; and

WHEREAS, additional compensation to Starline is necessary for renewal of the Agreement for one additional month;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to execute an amendment to the contract for Temporary Passenger Transport Services with Starline increasing the contract budget by \$88,000.00 for a new not-to-exceed total of \$352,000.00, in the form attached hereto.

PASSED this 24th day of October, 2023.

SNOHOMISH COUNTY COUNCIL Snohomish County, Washington

Jared Mead

ATTEST:

M. Sennlas

Deputy Clerk of the Council

SNOHOMISH COUNTY AIRPORT – TEMPORARY PASSENGER TRANSPORT SERVICES RFP 23-047RB ATTACHMENT B – AMENDMENT 2

CONSULTANT:	Transportation Demand Management, LLC
CONTACT PERSON:	<u>Gladys Gillis, CEO</u>
ADDRESS:	9801 MLK Jr. Way S
	Seattle, WA 98118
FEDERAL TAX ID NUMBER/U.B.I. NUMBER:	91-1884554 / 601851900
TELEPHONE/FAX NUMBER:	206-793-2713
COUNTY DEPT:	<u>Airport</u>
DEPT. CONTACT PERSON:	Kevin Latschaw, PE
TELEPHONE/FAX NUMBER:	<u>425-388-5122 / 425-551-8169 (cell)</u>
PROJECT:	Terminal Passenger Transport Services
ORIGINAL AMOUNT:	<u>\$220,000.00</u>
AMENDMENT 1:	<u>\$44,000.00</u>
AMENDMENT 2:	<u>\$88,000.00</u>
NEW TOTAL:	<u>\$352,000.00</u>
FUND SOURCE:	410.5216806604
CONTRACT DURATION:	Original: July 14, 2023 through Oct. 31, 2023
	Amendment No. 2: July 14, 2023 through Nov. 30, 2023
	[unless extended or renewed pursuant to Section 2 hereof]

AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 2 (this "Amendment 2") to the AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Transportation Demand Management, LLC, a Washington State corporation (the "Contractor").

WHEREAS, the County and Contractor entered into a contract for Temporary Passenger Transport Services pursuant to RFP 23-047RB; and

WHEREAS, the County and Contractor executed Amendment 1 to the Agreement to increase the level of passenger transport service and budget required in the month of October, 2023; and

WHEREAS, the County requires services of Contractor to November 30, 2023, and Section 2 of the Agreement for Professional Services provides the Agreement may be extended or renewed for up to two (2) additional one (1) month terms, at the sole discretion of the County, by written notice from the County to the Contractor; and

WHEREAS, the County has provided written notice from the County to the Contractor exercising renewal for one month, to November 30, 2023; and

WHEREAS, additional compensation to the Contractor is necessary for renewal of the Agreement for one additional month.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

- 1. Section 2, Term of Agreement; Time of Performance: Per the terms of the Agreement, the County, by written notice, has extended the Agreement to November 30, 2023.
- 2. Section 3.f(1), <u>Contract Maximum</u> is added to the Agreement and fully incorporated herein by reference:

3.f.(1), Additional Compensation. The Agreement has been extended by one month to November 30, 2023. The total charges under this Agreement, all fees and expenses included, through the extension period shall not exceed a total contract maximum of \$352,000 (excluding further extensions or renewals, if any).

3. All other terms and conditions of the Agreement not inconsistent with this Amendment shall remain in full force and effect except as expressly modified by this Amendment No. 2.

SNOHOMISH COUNTY:

TRANSPORTATION DEMAND MANAGEMENT, LLC:

Dated this day of , 2023,

Dated this _____ day of _____, 2023,

Terry Marx By:

County Executive

Its:

Approved as to form only:

Corsi, Michelle Date: 2023.10.17 13:16:20

Deputy Prosecuting Attorney Date