



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**MEMO NO. TN11 - 015**

**1. Agenda Item Number:**

**22**

**2. Council Meeting Date:**

January 27, 2011

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** January 4, 2011

**THROUGH: CITY MANAGER**

**4. Requesting Department:**  
Transportation and Development

**5. SUBJECT:** Approve Agreement Amendment No. 2 with Jeff Martin Consulting for Transportation Consulting Services in an amount not to exceed \$35,000.

**6. RECOMMENDATION:** Recommend approval of Agreement Amendment No. 2 with Jeff Martin Consulting for Transportation Consulting Services in an amount not to exceed \$35,000.

**7. BACKGROUND/DISCUSSION:** The City entered into an agreement with the Consultant on June 23, 2009, for the purpose of representing the City of Chandler in various regional transportation issues. These issues include the Valley Metro Transit Life Cycle Program (TLCP), reviewing and coordinating the City's 5 Year Transit Operating and Capital Budget with the TLCP, representing the City on various transit committees, intergovernmental coordination on transit issues, and other transit functions as assigned by the Transportation and Development Director. Due to recent staff reductions, the need for consultant services continues. A supplement was added to the original agreement in November 2009 for \$11,500 and an amendment for \$30,500 in February 2010.

**8. EVALUATION PROCESS:** With the continued decrease in Regional Sales Tax Revenue for transit as part of Proposition 400, there continues to be a need for transit consultant services. The consultant will assist the City in reviewing options on a regional basis for the needed transit reductions. The Consultant has expertise and skill in the areas of transit and transportation, and is willing to provide consulting services to the City. The City has been satisfied with the Consultant's previous performance. The term of this amendment is March 1, 2011 through February 29, 2012.

**9. FINANCIAL IMPLICATIONS:**

Original Contract Amount:	\$18,000
Agreement Supplement Amount:	<u>\$11,500</u>
Revised Contract Amount:	\$29,500
Contract Amendment No. 1:	<u>\$30,500</u>
Revised Contract Amount:	\$60,000
Contract Amendment No. 2:	<u>\$35,000</u>
Revised Contract Amount:	\$95,000

<u>Account No.</u>	<u>Fund Name</u>	<u>Funded</u>	<u>Amount</u>
101.3340.0000.5219	Other Professional/Contract Services	FY10/11	\$35,000

**10. PROPOSED MOTION:** Move to approve Agreement Amendment No. 2 with Jeff Martin Consulting for Transportation Consulting Services in an amount not to exceed \$35,000.

**ATTACHMENT:** Independent Contractor Agreement, Amendment No. 2

**APPROVALS**

**11. Requesting Department**



Daniel W. Cook, Transportation Manager

**13. Department Head**



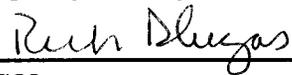
R.J. Zeder, Transportation and Development Director

**12. Procurement Officer**



Kristy Garcia, CPPB

**14. Acting City Manager**



Rich Dlugas

AMENDMENT NUMBER TWO  
TO AGREEMENT BETWEEN  
MR. JEFF MARTIN  
FOR TRANSPORTATION CONSULTING SERVICES

Whereas, the City of Chandler, Arizona (CITY) and Mr. Jeff Martin (CONSULTANT) entered into an Agreement for Transportation Consulting Services (AGREEMENT) on June 23, 2009, for Eighteen Thousand Dollars (\$18,000); and

Whereas, this Agreement was supplemented in the amount of Eleven Thousand Five Hundred Dollars (\$11,500) in November of 2009 (SUPPLEMENT); and

Whereas, pursuant to AMENDMENT NUMBER ONE approved by the City Council on February 3, 2010, and signed by the Mayor on February 26, 2010, the AGREEMENT and SUPPLEMENT were Amended to extend the Term of the Agreement to February 28, 2011, and to increase the compensation by Thirty Thousand Five Hundred Dollars (\$30,500) for a total of Sixty Thousand Dollars (\$60,000); and

Whereas, it is in the best interests of the City to extend the AGREEMENT to February 27, 2011.

NOW THEREFORE, the parties agree as follows:

1. Section 1. Term of Contract. The Term of the AGREEMENT is hereby amended to extend the AGREEMENT to February 29, 2012.
2. Section 3. Services to be Performed by the Consultant. CONSULTANT will continue to provide the services set forth in Section 3 of the AGREEMENT.
3. Section 5. Compensation. CONSULTANT shall be paid on the same basis as set forth in Section 5 of the AGREEMENT in an amount not to exceed Thirty Five Thousand Dollars (\$35,000) which shall include all costs and/or expenses incurred by CONSULTANT.
4. All other terms and conditions of the above referenced Agreement as amended shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

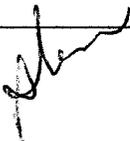
CITY OF CHANDLER:

CONSULTANT:

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

City Attorney 

ATTEST: (If corporation)

ATTEST:  
  
\_\_\_\_\_  
City Clerk [SEAL]

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)  
  
\_\_\_\_\_

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CITY OF CHANDLER:

By: \_\_\_\_\_  
MAYOR

CONSULTANT:

By: Jeff Martin  
Title: Consultant

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST: (If corporation)

ATTEST:

\_\_\_\_\_  
City Clerk [SEAL]

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)