

# REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

MAY 16, 2011

TITLE

**AMENDMENT TO THE AGREEMENT WITH CINDY KREBS CONSULTING, INC. FOR GO LOCAL PROGRAM TRANSIT MANAGEMENT (PROJECT NO. 092505)**

A handwritten signature in black ink, appearing to read "Paul M. Beaman".

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- As Recommended
- As Amended
- Ordinance on 1<sup>st</sup> Reading
- Ordinance on 2<sup>nd</sup> Reading
- Implementing Resolution
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

FILE NUMBER \_\_\_\_\_

## RECOMMENDED ACTION

Authorize the City Manager and Clerk of the Council to execute a second amendment to the agreement with Cindy Krebs Consulting, Inc. to exercise the one-year option to extend the contract in the amount of \$162,000 for a total contract amount of \$480,000 subject to non-substantive changes approved by the City Manager and City Attorney.

## DISCUSSION

On May 12, 2008, the OCTA Board allocated \$5.9 million in Step 2 funding to Santa Ana for the modern streetcar transit concept for detailed planning, conceptual engineering, alternatives analysis, financial planning, and environmental work. On March 23, 2009, the OCTA Board approved the City's funding request for \$1.5 million to develop a concept Master Site Plan for the Santa Ana Regional Transportation Center (SARTC). On June 8, 2009, Council executed an agreement with Cindy Krebs Consulting, Inc. (CKC) in the amount of \$288,000 to function as the City of Santa Ana's Program Transit Management Consultant (PTMC) to continue to bring the Go Local Transit Vision to fruition.

Additionally, on July 19, 2010, Council executed an amendment to the agreement with CKC to increase the minimum hours committed to the project from 20 to 25 hours per week and to increase the rate from \$12,000 to \$15,000 per month, bringing the total compensation for the two-year contract to \$318,000.

Further, on March 7, 2011, Council authorized staff to execute a cooperative agreement with the OCTA in an amount not to exceed \$5,541,700 for Pre-Preliminary Engineering (Pre-PE) and Preliminary Engineering (PE) activities for the streetcar project. It is anticipated that a consultant contract for this work will be awarded on July 5, 2011.

The PTMC has been working closely with City staff and other agencies, including the Community Development and Planning & Building Agencies, OCTA, County of Orange and team of consultants assigned to develop the Go Local Program. The PTMC's initial two-year contract is due to expire on May 31, 2011. However, due to the additional work being generated by the Go Local Step 2 technical analysis, Pre-PE and PE project development activities, SARTC Master Plan Study, and public outreach campaign promoting the City's Go Local Transit Vision, staff is recommending that the PTMC's contract be extended for one year. Staff has closely looked at the remaining task of the Step 2 Go Local Program and other related studies. Based on staff's analysis, PTMC's remaining work load will vary from 20 and 25 hours per week, so we are budgeting six months at 25 hours per week, and the remaining six months at 20 hours per week, for a total one-year compensation not to exceed \$162,000.

Cindy Krebs has done an outstanding job as PTMC for the City in her first two years on the job. Staff is very pleased with her work product and recommends retaining her professional services for another year.

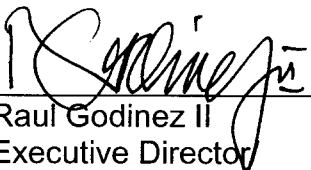
#### **ENVIRONMENTAL IMPACT**

There is no environmental impact associated with this action.

#### **FISCAL IMPACT**

The Program Transit Management Consultant's compensation will be a maximum of \$162,000 per year. This position would be funded from the \$5.9 million and \$5.54 million that the City received from OCTA for the Go Local Step 2 technical analysis and Pre-PE and PE activities, respectively. Funds are available in the OCTA Transitway Project (account unit 03217661-66220, project no. 092505).

APPROVED AS TO FUNDS AND ACCOUNTS:

  
\_\_\_\_\_  
Raul Godinez II  
Executive Director  
Public Works Agency

  
\_\_\_\_\_  
Francisco Gutierrez *FG*  
Executive Director/  
Finance & Management Services Agency

RG/DB

Exhibit 1: Amendment

SECOND AMENDMENT TO AGREEMENT  
BETWEEN CITY OF SANTA ANA AND  
CINDY KREBS CONSULTING, INC.

THIS SECOND AMENDMENT, made and entered into this 16<sup>th</sup> day of May, 2011 by and between Cindy Krebs Consulting, Inc., a California Corporation (hereinafter "Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

RECITALS:

- A. The parties entered into a two-year Agreement on June 8, 2009, for Consultant to function as the City's Program Transit Management Consultant (PTMC) to continue to bring the Go Local Transit Vision to fruition (the "Agreement"). The Agreement was amended on July 19, 2010, to increase the hours and compensation for Consultant.
- B. The parties hereto now would like to exercise the one-year option to extend the contract for an additional year and to add additional compensation for Consultant.

WHEREFORE, in consideration of the covenants contained in the Agreement, and subject to all the terms and conditions of the Agreement, except those amended in this Second Amendment to Agreement, the parties agree as follows:

1. Section 1, SCOPE OF SERVICES, shall be amended to define the minimum hours committed to the Project as either twenty (20) hours per week or twenty-five (25) hours per week on a monthly basis. The parties intend that the number of hours committed on a monthly basis may change from month to month.
2. Section 2, COMPENSATION, shall be amended to increase compensation by \$162,000, to pay for the additional services at the rate of \$138.60 per hour, to equal \$12,000 for months during which Consultant commits twenty (20) hours of service per week, or \$15,000 per month for those months during which Consultant commits twenty-five (25) hours of service per week. The total not to exceed amount shall be increased to \$486,000.
3. Section 3, Term, shall be extended one additional year through June 30, 2012.
4. All other terms and conditions of the Agreement shall remain in effect and unchanged.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement on the date and year first written above.

ATTEST:

**CITY OF SANTA ANA:**

\_\_\_\_\_  
MARIA D. HUIZAR  
Clerk of the Council

\_\_\_\_\_  
DAVID N. REAM  
City Manager

APPROVED AS TO FORM:

**CINDY KREBS CONSULTING, INC.**

JOSEPH STRAKA  
Interim City Attorney

\_\_\_\_\_  
By: Laura Sheedy  
Assistant City Attorney

\_\_\_\_\_  
CINDY KREBS

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
RAUL GODINEZ, II  
Executive Director  
Public Works Agency