

SACRAMENTO TRANSPORTATION AUTHORITY

**SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT WITH SMITH,
WATTS & MARTINEZ, LLC**

THIS SECOND AMENDMENT is made and entered into this **26th** day of **February 2015**, by and between the SACRAMENTO TRANSPORTATION AUTHORITY, a California local transportation authority, hereinafter referred to as "STA", and SMITH WATTS & MARTINEZ, LLC, a California limited liability company, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, STA and CONSULTANT previously entered into an agreement on April 11, 2013, to implement a public outreach and opinion research program and to develop an Expenditure Program of transportation improvements and services related to a possible voter referendum on transportation funding in Sacramento County in 2014 or later (hereinafter "Agreement"); and

WHEREAS, the original Agreement was amended on March 13, 2014, to reduce the total compensation from \$685,500 to \$560,000 and to extend the contract term from June 30, 2014 to February 28, 2015; and

WHEREAS, STA and CONSULTANT now desire to formally amend the Scope of Services to include a voter opinion tracking survey; and

WHEREAS, STA and CONSULTANT further desire to formally amend said Agreement to increase the amount of compensation and extend the term of the Agreement;

NOW, THEREFORE, the Agreement is amended as follows:

I. SCOPE OF SERVICES

The Scope of Services is amended to include the following services: Develop and conduct a telephone opinion survey of Sacramento County voters (800 sample size x 20 minutes per respondent) with representative sampling of cities and unincorporated communities; produce detailed crosstab of results; and summarize conclusions. *The survey will be a "tracking survey" that measures the degree to which voter opinion on transportation issues, policies, and project priorities has changed since the SacramentoGO outreach effort commenced in early 2014. The "baseline survey" was conducted in Oct. 2013. Tracking survey results will help the STA Board determine if there is a realistic chance of achieving a two-thirds vote for a supplemental transportation sales tax in 2016 with a focused campaign, or if such an effort should be postponed to a later election cycle or abandoned altogether.*

The amended "Scope of Services," including this additional task, is attached hereto as Exhibit A.

II. COMPENSATION

The total allowable compensation for work under the Agreement is hereby increased by \$13,950. Compensation shall be on a time and expense basis and the hourly rates shall remain as stated in the original Agreement. The total Agreement Price Ceiling is revised from \$560,000 to \$573,950. Total compensation, including fees, expenses, and profits, for services rendered by CONSULTANT shall not exceed this revised Agreement Price Ceiling.

III. TERM

The term of the Agreement is hereby extended to May 31, 2015.

IV. REAFFIRMATION

In all other respects, the above referenced Agreement, as amended, remains in full force and effect.

V. ENTIRE AGREEMENT

This Agreement, as amended, and any attachments hereto, constitute the entire understanding between STA and CONSULTANT concerning the subject matter contained herein.

VI. EFFECTIVE DATE

This Amendment shall be deemed effective as of the date and date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

SACRAMENTO TRANSPORTATION
AUTHORITY

SMITH WATTS & MARTINEZ

BY _____
Brian A. Williams
Executive Director

BY _____
DJ Smith
Principal

APPROVED AS TO FORM:

AUTHORITY COUNSEL