


**COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
M E M O R A N D U M**

Date: **AUG 09 2001**

Hearing date: **SEP 11 2001**

TO: Honorable Board of Supervisors

FROM: Charlene A. Silva, Director, Aging and Adult Services 

SUBJECT: Agreement with Nelson/Nygaard Consulting Associates

RECOMMENDATION

Adopt a resolution waiving the Request for Proposals process and authorizing the President of the Board to execute an agreement with Nelson/Nygaard Consulting Associates

Background

Accessible transportation is an issue of significant importance to seniors and people with disabilities in San Mateo County. To address this issue Aging and Adult Services (AAS) is working on two parallel projects.

AAS has claimed Transportation Development Act (TDA) 4.5 funds offered by the Metropolitan Transportation Commission (MTC) for the past eleven years to provide technical support to the Paratransit Coordinating Council (PCC). The PCC advises the San Mateo County Transit District (SamTrans) Board of Directors and represents residents of San Mateo County who due to disability are unable to use the fixed-route bus service provided by SamTrans. Funds from MTC enable the county to play a vital role in paratransit coordination, which it performs at the request of both the PCC and SamTrans. The funds received are passed through to a contractor who provides technical support and assistance to the PCC, identify problem areas, and outline options for addressing them. This support enables the PCC volunteer membership to understand problems and issues and to make knowledgeable recommendations.

A second transportation project is SPATS (Strategic Plan for Accessible Transportation Services), which is funded through the Governor's "Golden Challenge" Long-Term Care Innovation Grant Initiative. SPATS is a collaborative effort between Aging and Adult Services and SamTrans, with significant involvement from other community agencies, working on the planning and development of a ten-year Strategic Plan for Accessible Transportation.

Together these two projects are intended to impact the availability of accessible transportation services in San Mateo County and improve transportation services for seniors and adults with disabilities.

Discussion

Crain and Associates, Inc., has provided services and technical support required by the PCC for the last few years. In March 2000, a Request for Proposals (RFP) for PCC services for the period July 1, 2000 to June 30, 2004, was issued. Based on their qualifications and experience, Crain and Associates, Inc. was awarded the contract. However, in April 2001 Crain informed AAS that they would be transitioning their planning practice to Nelson/Nygaard Consulting Associates and that some of their staff would be transferring to the new company.

Nelson/Nygaard Consulting Associates is one of the few consultants with knowledge and expertise in both accessible transportation and disabilities-related issues. We are requesting your Board's authorization to waive the RFP for the period of July 1, 2001 to June 30, 2004, so that Nelson/Nygaard can continue to provide support and technical assistance to the PCC.

On February 1, 2001, Aging and Adult Services (AAS) entered into an agreement with Nelson/Nygaard Associates to provide services related to SPATS, including research on San Mateo County demographic trends and existing transportation options, and the development of transportation-related survey questionnaires for use at public forums, focus groups, and with key informants. Additional contract work for the SPATS project includes conducting and assisting with public forums and focus groups, analysis of survey findings, and the writing of a strategic plan.

The existing agreement with Nelson/Nygaard for SPATS is superseded by this new agreement which includes both SPATS and the addition of the PCC contract work.

County Counsel has reviewed and approved the agreement as to form and content.

Fiscal Impact

The term of the agreement is February 1, 2001 to June 30, 2002. Contract work for PCC will begin July 1, 2001. The amount of the original SPATS agreement was \$8,000. Funds for the SPATS project are increased by \$35,010, bringing the total amount for SPATS to \$43,010. Additional funds from MTC for PCC technical support in the amount of \$71,458 bring the total amount of this agreement to \$114,468. Any ongoing expenditures will be reduced if funds are unavailable in future years. The total amount is included in the Aging and Adult Services' approved budget for 2001-2002, and there is no impact on the county General Fund as a result of this action.

RECOMMENDED


HEALTH SERVICES AGENCY

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION WAIVING THE REQUEST FOR PROPOSALS FOR THE PERIOD OF
JULY 1, 2001 TO JUNE 30, 2004 AND APPROVING AN AGREEMENT WITH
NELSON/NYGAARD CONSULTING ASSOCIATES

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Ordinance Code Section 2.92.160 authorized the Board of Supervisors to waive the Request for Proposals process in any situation where the Board of Supervisors determines that the best interest of the county could be served without the necessity of proposals; and

WHEREAS, the director of Aging and Adult Services has asked the Board to waive the Request for Proposals requirements for the provision of consulting services in the area of accessible transportation and disabilities issues; and

WHEREAS, this Board has determined that the best interest of the County would be served by waiving the Request for Proposals process for the purpose of continuity of services; and

WHEREAS, this Board has been presented with an Agreement whereby Nelson/Nygaard Consulting Associates shall support the planning and development of plans for accessible transportation to meet the needs of underserved populations, transit dependent seniors and individuals with disabilities; and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS RESOLVED that the Request for Proposals for the period of July 1, 2001 to June 30, 2004 is waived and the Agreement with Nelson/Nygaard Consulting Associates is hereby approved, and the President of this Board of Supervisors is hereby authorized and directed to execute the aforesaid Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

AGREEMENT WITH NELSON/NYGAARD CONSULTING ASSOCIATES,
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and NELSON/NYGAARD CONSULTING ASSOCIATES, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Aging and Adult Services; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide the services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

It is hereby understood that agreement No. 57000-01-D007 Nelson/Nygaard Consulting Associates will automatically terminate upon the execution of this Agreement by the Board of Supervisors.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services

rendered under this Agreement shall not exceed ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS (\$114,468) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or

(B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability\$1,000,000
- 2) Motor Vehicle Liability Insurance\$1,000,000
- 3) Professional Liability\$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein.

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all

records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
San Mateo County
Jacqueline Toliver
225 - 37th Avenue, Room 140
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Nelson/Nygaard Consulting Associates
Richard Weiner
833 Market Street, Suite 900
San Francisco, CA 94103

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from February 1, 2001 through June 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

This Agreement supersedes the following agreement between County and Contractor:
Agreement No. 57000-01-D007, executed on April 2, 2001.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

NELSON/NYGAARD CONSULTING
ASSOCIATES

By: _____
Michael D. Nevin, President
Board of Supervisors, San Mateo County

By:  _____

Date: _____

Date: 7/31/01 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

NELSON/NYGAARD CONSULTING ASSOCIATES

Project Number 1 for period February 1, 2001 through June 30, 2002

Consultant will perform work related to the planning and development of a ten-year Strategic Plan for Accessible Transportation. Contractor will outline a continuum of transportation needs of underserved population, transit dependent seniors, and individuals with disabilities; identify transportation options currently provided by public and private carriers; identify gaps between available options and needs; and develop strategies for meeting those needs.

- A. Contractor shall attend meetings, as requested, including initial project Steering Committee, Work Group, and Media Event.
- B. Contractor shall develop and refine tools to be utilized for intercept interviews, focus groups, public forums, video, and meetings with key stakeholders.
- C. Contractor shall conduct focus groups and also train individuals/agencies to conduct intercept interviews, focus groups, and public forums.
- D. Contractor shall prepare an inventory of existing transportation services and potential agencies to be surveyed.
- E. Contractor shall develop a detailed outreach plan based on the identification of key demographic trends for less accessible and underserved populations.
- F. Contractor shall write a transportation report based on all information gathered regarding needs/gaps for accessible transportation services in San Mateo County for a ten-year strategic plan.

Project Number 2 for period July 1, 2001 through June 30, 2002

- A. Contractor shall provide professional and clerical support, including coordination of meetings, to the Paratransit Coordinating Council (PCC). Contractor will meet with the Director of Aging and Adult Services, or her designee, and the PCC Executive Committee for direction. Services shall include professional and clerical support, which is to be provided based on a work plan developed and approved by the PCC Executive Committee. This assistance includes:
 - Evaluation of funding claims
 - Development of funding allocation guidelines

Project Number 2 (Cont'd)

- Review of planning documents, preparation of monthly operational reports, and monitoring of customer Comment Cards
- Assistance in development and implementation of an annual PCC work plan
- Assisting the PCC in its ongoing efforts to advocate effectively for improvement and expansion of transportation options for transit-disabled persons in San Mateo County
- Special projects requiring research and coordination

NELSON/NYGAARD CONSULTING ASSOCIATES

AMOUNT OF PAYMENTS

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Aging and Adult Services or her authorized representative with respect to the product or result of Contractor's services, shall perform services for County in accordance with the terms and conditions and specifications set forth herein.

A. Project Number 1 for period February 1, 2001 through June 30, 2002

In full consideration of the services rendered in accordance with the terms of this Agreement, Contractor shall be paid monthly upon submission of invoices based on work accomplished. Contractor shall be paid at the rate of \$87.52 per hour for a total maximum amount of FORTY-THREE THOUSAND TEN DOLLARS (\$43,010).

A. Project Number 2 for period July 1, 2001 through June 30, 2002

Contractor's Approved Budget for Project Number 2

Personnel and other administrative costs	\$64,433
Services, supplies and other direct costs	<u>7,025</u>
	<u>\$71,458</u>

In full consideration of the services rendered in accordance with the terms of this Agreement, Contractor shall be paid monthly upon submission of invoices based on work accomplished for Project Number 2. Contractor shall be paid a maximum of SEVENTY-ONE THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS (\$71,458).

In any event, the maximum amount to be paid for both projects shall not exceed ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS (\$114,468). County shall have the right to withhold any payment if County determines that the quality or quantity of the work performed is unacceptable.

SCHEDULE C

Contract between County of San Mateo and Nelson/Nygaard Consulting Associates, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Nelson Nygaard Consulting Associates
Contact Person: Lynn Johnson
Address: 833 Market Street, Suite 900
S.F. 94103
Phone Number: 415 284-1544 Fax Number: 415 284-1554

II Employees

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☐ Yes ☐ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- ☒ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- ☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ No, the Contractor does not comply.
- ☐ The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 31 day of July, 2001 at San Francisco, CA
(City) (State)

Bonnie W Nelson

Signature

Partner

Title

Bonnie W Nelson

Name (Please Print)

582592493

Contractor Tax Identification Number

**REPORT OF
INDEPENDENT CONTRACTOR(S)**



05420700

See detailed instructions on page 2. Please type or print.

SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):

DATE	FEDERAL ID NO.	CA EMPLOYER ACCOUNT NO.	SOCIAL SECURITY NO.	NO. OF FORMS NEEDED
04/01/07				1
SERVICE-RECIPIENT NAME / BUSINESS NAME			CONTACT PERSON	
ADDRESS			TELEPHONE NO.	
CITY	STATE		ZIP	

SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):

FIRST NAME	MI	LAST NAME		
Nelson/Nygaard		Consulting		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT	
582592493	833	Market St, Ste	900	
CITY	STATE		ZIP	
San Francisco	CA		94103	
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS ONGOING	
02/01/01	114,468.00	06/30/02	<input type="checkbox"/>	

FIRST NAME	MI	LAST NAME		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT	
CITY	STATE		ZIP	
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS ONGOING	
			<input type="checkbox"/>	

FIRST NAME	MI	LAST NAME		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT	
CITY	STATE		ZIP	
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS ONGOING	
			<input type="checkbox"/>	

ACORD CERTIFICATE OF LIABILITY INSURANCEID GG
REV. 8-44DATE (MM/DD/YY)
08/02/01

PRODUCER
Marina Devoulin Ins. Assoc.
 57-556012-AP-OC-XSA
 P.O. Box 33015
 San Antonio TX 78265-3015
 Phone: 800-457-2379 Fax: 210-732-3593

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Nelson/Nygaard
Bonnie Nelson
Diane Nygaard
Jannett Walker and Linda Rhine
833 Market St #500
San Francisco CA 94103

INSURER A: Hartford Ins Co of the Midwest
INSURER B: Hartford Fire Ins Co
INSURER C: Hartford Casualty Ins Co
INSURER D: Hartford Underwriters Ins Co
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	5700CFH3051	12/01/00	12/01/01	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ Excluded
	CENT. AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	5700CFH3051	12/01/00	12/01/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
C	GARAGE LIABILITY	57RHUYC2163	12/01/00	12/01/01	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1000000
	<input type="checkbox"/> DEDUCTIBLE				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WCEK3484 OFFICERS EXCLUDED	09/01/00	09/01/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> BOTH \$
					EL EACH ACCIDENT \$ 1000000
					EL DISEASE - EA EMPLOYEE \$ 1000000
					EL DISEASE - POLICY LIMIT \$ 1000000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

certificate holder is named additional insured as their interest may appear.

Except for 10 days non-payment. For inquiries call 1-800-457-2379.

CERTIFICATE HOLDER☒

ADDITIONAL INSURED; INSURER LETTER:

SANMA-9

San Mateo County
 Asian and Adult Services
 Attn: Maria Gonzalez
 225 37th Ave
 San Mateo CA 94403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.



ACORD 25-S (7/97)

©ACORD CORPORATION 1988

TOTAL P.01

** TOTAL PAGE.02 **

**COUNTY OF SAN MATEO
AGING AND ADULT SERVICES
MEMORANDUM**

Number of pages faxed 2

DATE: July 27, 2001

TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163

FROM: Maria Gonzalez - 573-3495, FAX ~~573-2193~~, PONY - AAS 321

SUBJECT: Contract Insurance Approval **573-3729**

CONTRACTOR NAME: Nelson/Nygaard Consulting Associates

DO THEY TRAVEL?:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Contractor will provide technical support and assistance to the Paratransit Coordinating Council and will also provide consultation services of work related to the planning and development of a ten-year Strategic Plan for Accessible Transportation.

COVERAGE:	Amount	approve	waive	modify
Comprehensive General Liability	<u>\$1M</u>	<u>✓</u>	<u> </u>	<u> </u>
Motor Vehicle Liability	<u>\$1M</u>	<u>✓</u>	<u> </u>	<u> </u>
Professional Liability	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Worker's Compensation	<u>\$1M</u>	<u>✓</u>	<u> </u>	<u> </u>

REMARKS/COMMENTS

SIGNATURE



DATE

