

AMENDMENT NO. 1 TO AGREEMENT WITH  
NELSON/NYGAARD CONSULTING ASSOCIATES

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, on September 11, 2001 the parties hereto entered into Agreement 64743 (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 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 SIXTY-NINE THOUSAND ONE HUNDRED FORTY DOLLARS (\$69,140) for the period of July 1, 2002 to June 30, 2003.

2. Section 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, 2004. 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.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

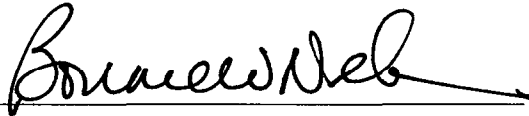
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

NELSON/NYGAARD CONSULTING ASSOCIATES

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, County of San Mateo

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

Date: \_\_\_\_\_

Date: 5/20/02 \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

NELSON/NYGAARD CONSULTING ASSOCIATES

- 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
  - 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

SCHEDULE B

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.

Contractor's Approved Budget

|   |                 |
|---|-----------------|
| Personnel and other administrative costs  | \$62,344        |
| Services, supplies and other direct costs | <u>6,796</u>    |
|   | <u>\$69,140</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. The maximum amount of the agreement for all expenses shall not exceed SIXTY-NINE THOUSAND ONE HUNDRED FORTY DOLLARS (\$69,140).

COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Jackie Tolner 573-2193 FAX  
Maria Gonzalez - 573-3495, FAX 573-3729, PONY - AAS 321

FROM: Raymond Swope, County Counsel  
Telephone X 4759, Fax 363-4034, Pony CCO 111

SUBJECT: Approval of Amendment 1, Board Memo and Resolution with  
Nelson/Nygaard Consulting Associates

DATE SUBMITTED: May 21, 2002

CONTRACT PERIOD: July 1, 2002 to June 30, 2003

CONTRACT AMOUNT AND FUNDING SOURCE:

\$69,140 funds form Metropolitan Transportation Commission

COUNTY COUNSEL'S OFFICE HAS REVIEWED AND HEREBY APPROVED AS TO  
FORM THE AGREEMENT STIPULATED ABOVE.

APPROVED BY:  5/28/02  
DEPUTY COUNTY COUNSEL DATE

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:

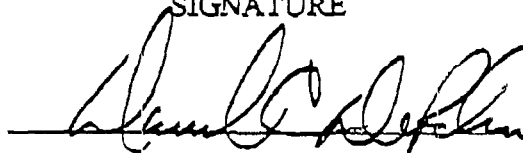
NUMBER OF EMPLOYEES:

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>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| Motor Vehicle Liability         | <u>\$1M</u>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| Professional Liability          | <u>      </u> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Worker's Compensation           | <u>\$1M</u>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |

REMARKS/COMMENTS

SIGNATURE



DATE

**FAXED**  
8-7-01

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  
Jarnett Walker and Linda Rhine  
833 Market St #900  
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   | 57UUCFH3051   | 12/01/01                         | 12/01/02                          | 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  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC |               |                                  |                                   | PERSONAL & ADV INJURY \$ 1000000   |
| B        | AUTOMOBILE LIABILITY  | 57UUCFH3051   | 12/01/01                         | 12/01/02                          | GENERAL AGGREGATE \$ 2000000   |
|          | <input type="checkbox"/> ANY AUTO   |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$ Excluded   |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000                               |
|          | <input type="checkbox"/> SCHEDULED AUTOS  |               |                                  |                                   | BODILY INJURY (Per person) \$  |
| C        | <input checked="" type="checkbox"/> HIRED AUTOS   | 57RHUYC2163   | 12/01/01                         | 12/01/02                          | BODILY INJURY (Per accident) \$  |
|          | <input checked="" type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$  |
| D        | GARAGE LIABILITY  | 57WECEK3484   | 09/01/01                         | 09/01/02                          | AUTO ONLY - EA ACCIDENT \$   |
|          | <input type="checkbox"/> ANY AUTO   |               |                                  |                                   | OTHER THAN EA ACC AGG \$   |
| C        | EXCESS LIABILITY  | 57RHUYC2163   | 12/01/01                         | 12/01/02                          | EACH OCCURRENCE \$ 1000000   |
|          | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  |               |                                  |                                   | AGGREGATE \$ 1000000   |
| D        | <input type="checkbox"/> DEDUCTIBLE   | 57WECEK3484   | 09/01/01                         | 09/01/02                          | \$   |
|          | <input checked="" type="checkbox"/> RETENTION \$ 10,000   |               |                                  |                                   | \$   |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | 57WECEK3484   | 09/01/01                         | 09/01/02                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS   OTH-ER \$ 1000000 |
|          | OFFICERS EXCLUDED   |               |                                  |                                   | E.L. EACH ACCIDENT \$ 1000000  |
|          |   |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$ 1000000  |
|          | OTHER   |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$ 1000000                                       |

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  
Aging and Adult Services  
Attn: Maria Gonzales  
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.

*Rebecca J. Jones*