

**AMENDMENT ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
NELSON/NYGAARD CONSULTING ASSOCIATES**

THIS AMENDMENT TO THE 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, 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;

WHEREAS, the parties entered into Agreement 57000-07-C003 for the provision of staffing and technical assistance to San Mateo County paratransit Coordinating Council on May 24, 2006;

WHEREAS, the parties wish to amend the Agreement increasing funding for the development and printing of a Senior Transportation Directory in English and Spanish by \$5,000 for a total of \$74,000; and

WHEREAS, the parties wish to further amend the Agreement to add Section 17. Grievance Procedures:

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

1. Section 3 of the Original Agreement is amended to read as follows:

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, Section I (revised), County shall make payment to Contractor based on the rates and in the manner specified in Schedule A, Section II (revised). The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SEVENTY-FOUR THOUSAND DOLLARS (\$74,000).

2. Section 23 is added to the Original Agreement as follows:

17. Grievance Procedures

Consumers of services funded through Aging and Adult Services (AAS) shall have the opportunity to file a written complaint against an AAS-funded program

or an employee or volunteer of that program. All service providers must have a written grievance/complaint process for reviewing and attempting to resolve consumer complaints. Should the complaint not result in resolution at the provider level, the consumer or his/her representative may bring the complaint to AAS. The levels of resolution are as follows:

- First Level: The service provider (AAS subcontractor)
- Second Level: The Health Services Manager over the Commissions and Provider Services Unit
- Third Level: The AAS Director
- Final Level: The Health Department Director

A copy of the policy and procedures for handling complaints is available through Aging and Adult Services at 650-573-2700.

3. Exhibit A of the Original Agreement is deleted and replaced and incorporated herein as Exhibit A (revised) as attached.
4. **All other terms and conditions of the agreement dated May 24, 2006, between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

NELSON/NYGAARD CONSULTING ASSOCIATES


Contractor's Signature

Date: 2/28/2007

**COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR**

Exhibit "A revised"
Agreement No. 57000-07-C003

Agreement between the County of San Mateo and Nelson/Nygaard Consulting Associates

Use Additional Sheets as Necessary

I. Description of Services to be Performed by the Contractor

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
- Development and printing of a Senior Transportation Directory in English (up to 1,000 copies), Spanish (up to 600 copies) and Chinese (up to 300 copies)

II. Amount and Method of Payment

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

In no event shall the total payment to Contractor under this Agreement exceed the maximum contract obligation of \$74,000 for the term of this Agreement.

	Nelson\Nygaard Staff				Subcontractor	Total Hours	Total Labor (\$)
	<i>Rhine Partner</i>	<i>Weiner Principal</i>	<i>Paul Lutey Planner</i>	Office Support	<i>Dana Titus</i>		
Fully Loaded Hourly Rate	\$135.00	\$135.00	\$90.00	\$80.00	\$27.00		
Estimated Staff Hours	220	10	40	8	1,032	1,040	
Labor Costs	\$29,700	\$1,350	\$3,600	\$640	\$27,860		\$63,150
<u>Direct Expenses</u>							
Reproduction							\$2,000
Supplies							\$2,200

Revised 6/03

Tel/FAX							\$400
Travel							\$250
Conference							\$500
Miscellaneous							\$500
Total Direct Expenses							\$5,850
One-Time-Only Expenses for Senior Transportation Directory							\$5,000
Total Budget							\$74,000

Contractor will be paid monthly for services described in Section I of Exhibit A upon receipt and approval of invoices.

Invoices are to be submitted to:

Marsha Fong
Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403