

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
STEER DAVIES & GLEAVE INC.**

WHEREAS, the City/County Association of Governments of San Mateo County (hereinafter referred to as “C/CAG”) and Steer Davies & Gleave Inc. (hereinafter referred as “Consultant”) are parties an Agreement originally dated July 17, 2020, for development of the Measure M Strategic Plan (the “Project”); and

WHEREAS, the Agreement term included a completion date of June 30, 2021 and a total not-to-exceed amount of \$93,804; and

WHEREAS, C/CAG has determined that assistance is required to implement recommendations from the Strategic Plan and desire to amend the project scope of work; and

WHEREAS, C/CAG and Consultant have determined that additional time is needed to complete the identified work and desire to extend the Agreement to June 30, 2022; and

WHEREAS, C/CAG and Consultant have determined that additional funds are needed to complete the Project with the amended scope, and desire to add \$65,042 to the project budget for a new total amount not-to-exceed \$158,846; and

WHEREAS, C/CAG and Consultant desire to amend the Agreement as set forth herein.

IT IS HEREBY AGREED by C/CAG and Consultant that:

1. The Amount of the Agreement, as provided in Section 2 “Payments” therein, shall be replaced with following:

“In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A, *Scope of Work*, and Exhibit C, *Key Personnel Assignments*, and in any subsequent task orders executed under the governance of this Agreement, C/CAG shall reimburse Consultant on a deliverable basis. The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed one hundred fifty eight thousand and eight hundred and forty six dollars (\$158,846), as shown in Exhibit B, *Project Budget and Schedule*, for services provided during the Contract Term set forth below, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subconsultants’ costs (including mark-up), travel, equipment, materials and supplies, expenses, and any fixed fee. Payments shall be made to Consultant monthly based on an invoice submitted by Consultant that has been reviewed and approved by/CAG, identifies expenditures and describes services performed and percentage of deliverables completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.”

2. The term of the Agreement, as provided in Section 7 “Contract Term/Termination,” therein shall be replaced with the following:

“This Agreement shall be in effect as of July 17, 2020 and shall terminate on June 30, 2022; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days’ notice to Consultant. Termination will be effective on the date specified in the notice. In the event of termination under this paragraph, Consultant shall be paid for all services provided to the date of termination, subject to availability of funding. Such payment shall be that prorated portion of the full payment determined by comparing the work completed to the work required by the Agreement.”

3. The scope of the Agreement, as provided in Exhibit A, *Scope of Work*, “Task 6: Optional Tasks As-Needed”, therein shall be replaced with the following:

“Task 6: Additional Tasks:

Task 6A: Measure M Performance Report FY2016/17 – 2020/21

Consultant will develop a 5-Year report detailing Measure M program recipient accomplishments during the most recent Implementation Plan period (FY 2017- FY 2021). The team will use the data that informed the Performance Assessment completed in 2020, along with the most recent year’s data provided by C/CAG. Consultant will review outside reports and sources from Countywide Programs as appropriate to ensure the report encompasses full programmatic performance. Consultant will then develop a desktop published and graphics-rich document. The report will be presented to the C/CAG Committees and Board of Directors.

Task 6A Deliverables:

- Report Outline
- Draft Measure M Performance Report FY 2016/17-2020/21
- Final Measure M Performance Report FY 2016/17-2020/21

Task 6B: Support for Pilot Program Development

The Measure M Strategic Plan includes a strategic action for C/CAG to utilize a portion of unused administration funds to maintain a competitive pilot program amongst the four Countywide Transportation Programs, allowing them additional budget specifically to support innovative projects. Consultant will help C/CAG by providing guidance for the pilot program, including:

- Case study examples from relevant grant funding programs; and
- High level guidance on evaluation priorities

Consultant will facilitate conversations with Countywide Program managers (either individually or in a focus group setting) to understand program capabilities and help them evaluate priorities. Consultant will also communicate draft findings and recommendations with the Technical Advisory Committee (TAC) to receive feedback. It is expected that this task involves two presentations to the C/CAG TAC. The draft pilot program will be summarized in a memorandum, outlining key considerations for program development, including guidance on evaluation criteria, ranking of the evaluation factors, and considerations related to how C/CAG may request information from pilot applicants.

Task 6B Deliverables:

- Notes from meetings and focus groups with stakeholders
- Program Memo Outline
- Draft Pilot Program Memo
- Final Pilot Program Memo

Task 6C: Data Collection and Impact-based Allocation

Consultant will support the C/CAG team in understanding what data should be collected annually from each funding recipient. They will develop guides which C/CAG can translate into online reporting forms, tailored to each funding recipient. For example, reporting forms for the Countywide programs will look different than those for Local Streets and Roads recipients. Reporting form guides will be explicit, indicating when forms should be open-ended, where drop down menus should go, and where to include radio buttons. Consultant will work with C/CAG to determine the appropriate vehicle/vendor for online reporting to ensure easy and seamless data compilation.

Consultant will develop recommendations on how this data can be used to inform a combination needs and impact-based program allocation process for the Countywide Transportation Programs, as recommended in the Strategic Plan. While it is premature to develop an explicit scoring-system prior to collection of at least one year of data and assurance that new data collection processes work as intended, Consultant will develop a memo that outlines considerations and guidance to help shape evaluation related to program impact, and a discussion about how that may translate to allocation decisions. The memo will be developed in cooperation with Countywide Transportation Program managers and the TAC.

Task 6C Deliverables:

- Draft Reporting Forms
- Final Reporting Forms
- Notes from meetings and focus groups with stakeholders
- Impact-Allocation Guidance Memo Outline
- Draft Impact-Allocation Guidance Memo
- Final Impact-Allocation Guidance Memo

Task 6D: Develop Measure M Online Dashboard

Consultant will create a framework for a Measure M program dashboard to be hosted online and publicly available. It will be built to be populated with data collected annually from program recipients, so the public can easily view impacts resulting from Measure M funding. Users will be able to filter by program or jurisdiction to view results, and the Local Streets and Roads program data will be compiled so users will be able to see the full impact across the county. Consultant will develop an outline for the dashboard, indicating how various data points will be displayed, and will develop the content for the dashboard by identifying where data should come from.

Task 6D Deliverables:

- Dashboard outline
- Dashboard content

Task 6E: Project Management for Additional Tasks

Regular support from Consultant project manager and project director to support schedule and budget maintenance, invoicing and reporting, and team management.

Task 6E Deliverables:

•Monthly invoices and progress reports"

4. The Project Budget and Schedule of the Agreement as provided in Exhibit B, shall be deleted in its entirety, and replaced by Exhibit B, "Revised – Project Budget and Schedule", attached hereto and incorporated into the Agreement.
5. The Project Budget and Schedule of the Agreement as provided in Exhibit B, "Revised – Project Budget and Schedule" shall revise the schedule for Task 6: Optional Tasks As-Needed to extend time frame to June 30, 2022.
6. The Key Personnel Assignments as provided in Exhibit C, "Key Personnel Assignments" shall be deleted in its entirety, and replaced by Exhibit C, "Revised – Key Personnel Assignments", attached hereto and incorporated into the Agreement.
7. Except as expressly amended herein, all other provisions of the Agreement shall remain full force and effect.
8. This amendment shall take effect on July 1, 2021

Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect. This amendment shall take effect upon the date of execution by both parties.

City/County Association of Governments
(C/CAG)

Steer Davies & Gleave Inc

Marie Chuang, C/CAG Chair

Alasdair Dawson, Director

Date: _____

Date: _____

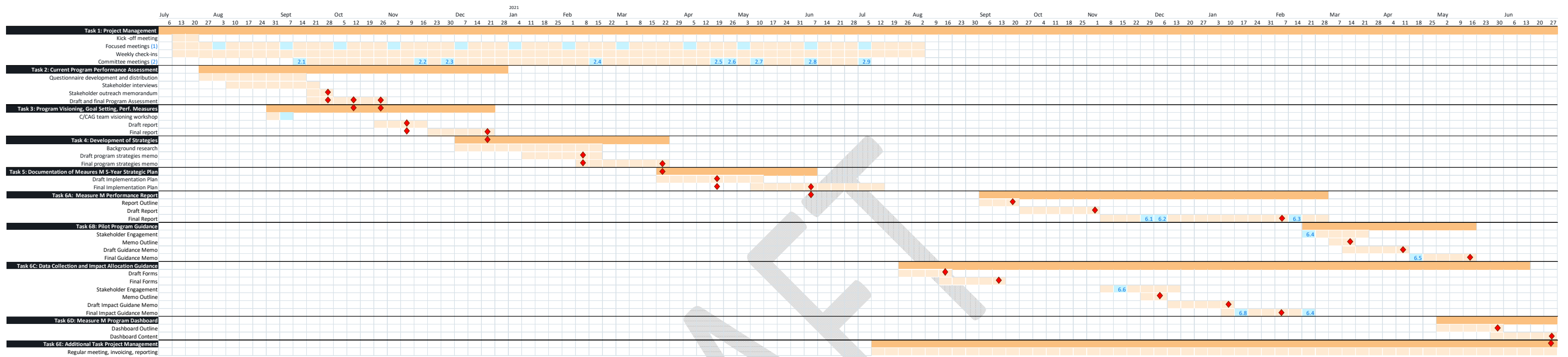
Approved as to form:

Melissa Andrikopoulos
Legal Counsel for C/CAG

Exhibit B
Revised – Project Budget and Schedule

Task 1: Project Management	\$ 19,193
Project Kick Off Meeting	
Focused Meetings	
Weekly Project Management Meetings	
Task 2: Current Program Performance Assessment	\$ 20,341
Stakeholder Engagement Memo	
Draft Program Assessment Report	
Final Program Assessment Report	
Task 3: Program Visioning, Goal Setting, Perf. Measures	\$ 11,907
Draft Vision/Goals Report	
Final Vision/Goals Report	
Task 4: Development of Strategies	\$ 17,909
Draft Program Strategies Memo	
Final Program Strategies Memo	
Task 5: Documentation of Measures M 5-Year Strategic Plan	\$ 13,035
Draft Measure M Implementation Plan	
Final Measure M Implementation Plan	
Task 6A: Measure M Performance Report	\$ 10,948
Performance Report Outline	\$ 916
Draft Report	\$ 4,301
Final Report	\$ 5,732
Task 6B: Pilot Program Guidance	\$ 17,346
Stakeholder Engagement/Information Gathering	\$ 7,433
Pilot Program Guidance Memo Outline	\$ 642
Draft Guidance Memo	\$ 4,952
Final Guidance Memo	\$ 4,318
Task 6C: Data Collection and Impact Allocation Guidance	\$ 19,729
Draft Forms	\$ 1,819
Final Forms	\$ 1,174
Stakeholder Engagement/Information Gathering	\$ 6,820
Impact Guidance Memo Outline	\$ 1,376
Draft Impact Guidance Memo	\$ 4,776
Final Impact Guidance Memo	\$ 3,766
Task 6D: Measure M Program Dashboard	\$ 11,116
Dashboard Outline	\$ 3,822
Dashboard Content	\$ 7,293
Task 6E: Additional Task Project Management	\$ 14,322
Regular meeting, invoicing, reporting	\$ 14,322
Total Labor Cost	\$ 155,846
Travel Contingency	\$ 3,000
Total	\$ 158,846

*The C/CAG Project Manager has the ability to approve moving unused funds between deliverables, but maintain overall total budget.



- Meetings ■
- Deliverables ◆ "drafts" to be presented to committees will be provided to C/CAG team one week before committee meeting
- 1 One per month - dates will be determined based on project start date
 - 2.1 TAC - Team introduction
 - 2.2 TAC - Presentation of draft vision, goals, objectives and performance measures
 - 2.3 CMEQ - Discussion of draft vision, goals, objectives and performance measures
 - 2.4 TAC - Presentation of draft strategies
 - 2.5 TAC - Presentation of draft implementation plan
 - 2.6 CMEQ - Presentation of draft implementation plan for recommendation to the C/CAG Board
 - 2.7 Board - Presentation of draft implementation plan
 - 2.8 Board - Presentation of Countywide Program allocation changes
 - 2.9 Board - Presentation of Final Implementation Plan
 - 6.1 CMEQ - Presentation of Draft Performance Report
 - 6.2 Board - Presentation of Draft Performance Report
 - 6.3 Board - Presentation of Final Performance Report
 - 6.4 TAC - Information gathering for Pilot Program, Presentation of Final Impact Guidance
 - 6.5 TAC - Presentation of Draft Pilot Guidance
 - 6.6 TAC - Information gathering for Impact Guidance

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Exhibit C
Revised – Key Personnel Assignments

	Name	Loaded Rate/Hour	Est. Hours	Task Description
1	Julia Wean	\$ 128.58	343	Project Manager, Tasks 1-5
2	Patrick Miller	\$ 132.10	50	Project Director, Tasks 1-5
3	Megan Brock	\$ 143.68	57	Technical Lead, Task 2
4	Angie Ning	\$ 88.09	8	Project Support, Task 2
5	Dennis Fletcher	\$ 204.33	8	Expert Advisory, Transit, Tasks 2,
6	Intern	\$ 53.48	41	Project Support, Task 2,5,6
7	Miki Takeshita	\$ 83.18	99	Project Support, Tasks 2-5
8	Ali Goddard	\$ 88.09	75	Project Support, Tasks 4-5
9	Julia Wean (Year 2)	\$ 137.07	216	Project Manager, Task 6
10	Patrick Miller (Year 2)	\$ 185.50	96	Project Director, Task 6
11	Geoff England	\$ 177.85	26	Pilot Program Expert, Task 6
12	Alia Verloes	\$ 141.03	28	New Mobility Expert, Task 6
13	Emily Whiteside	\$ 76.88	80	Graphic Designer, Tasks 5&6
14	Colin Woods	\$ 106.46	20	Web developer, Task 6
15	Daniel Burke	\$ 91.14	117	Deputy Project Manager, Task 6

*Applicable to development of payment provisions in amendments only.

*Annual escalate rate is at 3%.

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