

**AMENDMENT NO. 2  
TO THE  
AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND  
KITTELSON & ASSOCIATES**

This Amendment No. 2 to the Agreement between CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and Kittelson & Associates, hereinafter called “Consultant.”

**WITNESSETH**

**WHEREAS**, in March 2023, the C/CAG Board approved Resolution 23-22 authorizing a contract with Kittelson & Associates for the development of the San Mateo Countywide Local Roadway Safety Plan (LRSP) in the amount of \$338,150; and

**WHEREAS**, in May 2023, C/CAG and Kittelson & Associates determined incorrect dates were listed in the Agreement and that a recital included the incorrect non-to-exceed amount and Amendment No. 1 was subsequently executed to amend the Agreement to correctly reflect the term of the Agreement from March 15, 2023 to March 31, 2024 and to identify the correct not-to-exceed amount of \$338,150; and

**WHEREAS**, as work on the San Mateo Countywide LRSP was underway in the Fall 2023, the Town of Atherton informed C/CAG staff that they would not be able to use the LRSP funding that was provided by Caltrans on their own and would be relying on the Countywide LRSP as their safety plan; and

**WHEREAS**, the scope and budget to develop safety plans for San Mateo County jurisdictions did not include the Town of Atherton; and

**WHEREAS**, it has been determined that a budget amendment of \$15,000 is warranted for Kittelson & Associates to develop a safety plan for the Town of Atherton within the San Mateo Countywide LRSP; and

**WHEREAS**, C/CAG staff also intends to submit an application for the US Department of Transportation Safe Streets for All (SS4A) grant program and determined a budget amendment of \$3,000 is warranted for Kittelson & Associates to support development of the grant application; and

**WHEREAS**, to ensure sufficient time to complete the local review process, there is a need to extend the contract timeline.

NOW, THEREFORE, IT IS HEREBY AGREED by the C/CAG and Consultant that:

1. Recital 2, "Payments", shall be amended to read as follows: The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed three hundred fifty six thousand and one hundred fifty dollars (\$356,150).
2. Exhibit A to the Agreement, "Scope of Work", Task 7 shall be amended as indicated in Exhibit A-1 (Scope of Work), attached to this Amendment No. 2, to indicate additional efforts to be undertaken.
3. Exhibit A to the Agreement, "Scope of Work", Task 10 shall be added as indicated in Exhibit A-1 (Scope of Work), attached to this Amendment No. 2, to indicate additional efforts to be undertaken.
4. Exhibit B to the Agreement, "Project Budget and Schedule", shall be adjusted as follows:
  - a. Increase the budget for Task 7, Develop Prioritized List of Safety Projects for Each Jurisdiction in San Mateo County, in the amount of \$15,000 to include a chapter for the Town of Atherton, as outlined in Exhibit A-1.
  - b. Add a new Task 10, US Department of Transportation Safe Streets for All (SS4A) Program Application Support, to the budget in the amount of \$3,000 for grant application development, as outlined in Exhibit A-1.
  - c. Increase the firm totals and total project cost by \$18,000, to an amount not to exceed \$356,150.
  - d. Project Schedule in Exhibit B shall be adjusted to reflect a completion date in June 2024
5. The term of the Agreement, as provided in "**Contract Term/Termination**", shall be extended through July 31, 2024.
6. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.
7. This amendment shall take effect upon execution by both parties.

IN WITNESS WHEREOF, C/CAG and CONSULTANT, by their duly authorized representatives, have affixed their hands.

**Kittelson & Associates (Consultant)**

\_\_\_\_\_  
By: Dave Mills

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Date:

**City/County Association of Governments (C/CAG)**

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By: Sean Charpentier  
C/CAG Executive Director

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Date:

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By: Melissa Andrikopoulos  
C/CAG Legal Counsel

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