

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
Keyser Marston Associates, Inc.**

THIS AGREEMENT, entered into this 9th day of July, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "the County," and Keyser Marston Associates, Inc. hereinafter called "the Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that the Contractor be retained for the purpose of consulting services in connection with the administration of the Redevelopment Property Tax Trust Fund;

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

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A – Scope of Services
- Exhibit B – Payments and Rates
- Attachment 1 – §504 Compliance
- Attachment 2 – Intellectual Property

2. Services to be performed by the Contractor

In consideration of the payments set forth herein and in Exhibit B, the Contractor shall perform services for the County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. Payments

In consideration of the services provided by the Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, the County shall make payment to the Contractor based on the rates and in the manner specified in Exhibit B. Any sum due the Contractor for which a time for payment is not otherwise specified shall

be due and payable within thirty (30) calendar days after receipt by the County of the applicable invoice from the Contractor.

The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. If the County gives notice of non-acceptance to the Contractor, then the Contractor shall investigate the reported failure and complete such investigation within thirty (30) days. The County shall provide to the Contractor reasonably detailed documentation and explanation, together with underlying data, if any, to substantiate the failure and to assist the Contractor in its efforts to understand and if necessary correct the failure. If the Contractor contends that there was no material failure to perform or that the alleged failure to perform was not attributable to a defect in the Contractor's services or an act of omission of the Contractor, then the Contractor shall give written notice to the County explaining its determination in reasonable detail within the thirty (30) day investigatory period. If, within such period, the Contractor attempts to correct the failure, then the Contractor shall give written notice to the County verifying the failure has been corrected, and another thirty (30) day acceptance period shall commence

The County's total fiscal obligation under this Agreement from the term of August 9, 2016 through June 30, 2019 shall not exceed ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$185,000).

Upon executing the first one-year renewal, the County's total fiscal obligation under this Agreement from the term of August 9, 2016 through June 30, 2020 shall not exceed TWO HUNDRED SIXTY THOUSAND DOLLARS (\$260,000).

In the event the County exercises its two, one-year renewal options, the County's total fiscal obligation under this Agreement from the term of August 9, 2016 through June 30, 2021 shall not exceed THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$335,000).

In the event that the County makes any advance payments, the Contractor agrees to refund an amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 9, 2016 through June 30, 2019. This Agreement includes two one-year renewal options exercisable at the sole discretion of the County, potentially extending the term through June 30, 2021. The County will notify the Contractor of its intent to exercise each one-year renewal option, if any, no later than June 30, 2019 for the first option and June 30, 2020 for the second option.

5. Termination; Availability of Funds

This Agreement may be terminated by the Contractor or the County (through the Controller or his/her designee) at any time without a requirement of good cause upon

thirty (30) days' written notice to the other party. Subject to availability of funding, the Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to the Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by the Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

The Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the County and that neither the Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of the County employees.

8. Hold Harmless

a. General Hold Harmless

The Contractor shall indemnify and save harmless the County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from Consultant's alleged negligence or willful misconduct in the performance of any work or services required of the Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including the Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from the Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the County and/or its officers,

agents, employees, or servants. However, the Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which the 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 the Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

The Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. The Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. The Contractor shall defend, indemnify, and hold harmless the County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. The Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that:

- (A) the County notifies the Contractor promptly in writing of any notice of any such third-party claim;
- (B) the County cooperates with the Contractor, at the Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim;
- (C) the Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided the Contractor shall not have the right to settle any criminal action, suit, or proceeding without the County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on the County, impair any right of the County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of the County without the County's prior written consent, not to be unreasonably withheld); and
- (D) should services under this Agreement become, or in the Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes the County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, the Contractor shall, at the Contractor's option and expense, either:
 - i. procure for the County the right to continue using the services without infringement or

- ii. replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, the Contractor will have no obligation or liability to the County under this Section to the extent any otherwise covered claim is based upon:

- (a) any aspects of the services under this Agreement which have been modified by or for the County (other than modification performed by, or at the direction of, the Contractor) in such a way as to cause the alleged infringement at issue; and/or
- (b) any aspects of the services under this Agreement which have been used by the County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

The Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by the Contractor under this Agreement without the prior written consent of the County. Any such assignment or subcontract without the County's prior written consent shall give the County the right to automatically and immediately terminate this Agreement.

10. Insurance

a. General Requirements

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by the County's Risk Management, and the Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is 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 Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

The Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect the Contractor and all of its employees/officers/agents 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 the Contractor's operations under this Agreement, whether such operations be by the Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of 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 amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability. \$1,000,000

The 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:

- (A) the insurance afforded thereby to the County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and
- (B) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, the 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 and payment pursuant to this Agreement.

11. Compliance with Laws

All services to be performed by the Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

The Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal employment opportunity

The Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. The Contractor's equal employment policies shall be made available to the County upon request.

c. Section 504 of the Rehabilitation Act of 1973

The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to the Contractors who are providing services to members of the public under this Agreement.

d. Compliance with the County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, the Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits the Contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, the Contractor must certify which of the following statements is/are accurate:

- The Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with domestic partners.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal

to the Contractor's cost of providing the benefit to an employee with a spouse.

- The Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- The Contractor does not comply with Chapter 2.84, and a waiver must be sought

e. Discrimination Against Individuals with Disabilities

The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

f. History of Discrimination

The Contractor must check one of the two following options, and by executing this Agreement, the Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against the Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, the Contractor shall provide the County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Violation of Non-discrimination provisions

The Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified the Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender, sexual orientation, religion, or race based discrimination). The Contractor shall provide the County with a copy of their response to the Complaint when filed.

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

- i) termination of this Agreement;
- ii) disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;

- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine the Contractor's employment records with respect to compliance with this Section and/or to offset all or any portion of the amount described in this Section against amounts due to the Contractor under this Agreement or any other agreement between the Contractor and the County.

13. Compliance with the County Employee Jury Service Ordinance

The Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a the Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with the Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, the Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if the Contractor has no employees in San Mateo County, it is sufficient for the Contractor to provide the following written statement to the County: "For purposes of San Mateo County's jury service ordinance, the Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, the Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

14. Retention of Records, Right to Monitor and Audit

- (a) The Contractor shall maintain all required records relating to services provided under this agreement for three (3) years after the County makes final payment and all other pending matters are closed, and the Contractor shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- (b) The Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies, and as required by the County.
- (c) The Contractor agrees upon reasonable notice to provide to the County, to any Federal or State department having monitoring or review authority, to the County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of the County, to:

Name/Title: Shirley Tourel, Assistant Controller
Address San Mateo County Controller's Office
555 County Center, 4th Floor
Redwood City, CA 94063
Telephone: (650) 599-1149
Facsimile: (650) 363-7888
Email: stourel@smcgov.org

In the case of the Contractor, to:

Name/Title: David Doezema, Principal
Address: Keyser Marston Associates, Inc.
160 Pacific Avenue, Suite 204
San Francisco, CA 94111

Telephone: (415) 398-3050
Facsimile: (415) 397-5065
Email: ddoezema@keysermarston.com

18. Electronic Signature

If both the County and the Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and the County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For the County: If this box is checked by the County, the County consents to the use of electronic signatures in relation to this Agreement.

For the Contractor: If this box is checked by the Contractor, the Contractor consents to the use of electronic signatures in relation to this Agreement.

In witness and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures.

The COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

The Contractor



The Contractor's Signature, KMA

Date: 7/22/16

Exhibit A

Scope of Services

In consideration of the payments set forth in Exhibit B, the Contractor shall provide the following services:

Background

Pursuant to State Assembly Bill 26 (ABX1 26), Assembly Bill 1484 (AB 1484), and Senate Bill 107 (SB 107), the County of San Mateo (the County) Auditor-Controller (the County Controller) is responsible for administering the Redevelopment Property Tax Trust Fund (RPTTF) to pay the enforceable obligations of the former redevelopment agencies and the taxing entities that receive pass-through payments and distributions of property tax revenues.

Scope of Work

The Contractor shall perform all necessary procedures to complete the scope of work as outlined in this section for each of the 13 former RDAs in the County identified below. The Contractor will discuss the procedures to be performed with the County staff and obtain approval prior to proceeding with the work to be performed as defined in this Exhibit. Work outside of the scope will not be performed without written authorization from the County.

The former RDAs in the County are listed below. RDAs have one project area unless otherwise indicated in parentheses.

- Belmont
- Brisbane (2)
- Daly City (2)
- East Palo Alto (3)
- Foster City (2)
- Menlo Park
- Millbrae
- Pacifica
- Redwood City (2)
- San Bruno
- San Carlos
- San Mateo (2)
- South San Francisco (6)

For each of the former RDAs, during each actual and estimated RPTTF distribution, the Contractor shall perform the following services for the County upon request:

A) Pass-through Payment Calculations –

Calculate and report all pass-through payments due to affected taxing entities for each former RDA in the County based on the RPTTF revenues to be allocated on each

semi-annual distribution date during the contract term, as provided by the County. The pass-through calculations shall include, but are not limited to: negotiated agreements (H&S Code § 33401), AB 1290 (H&S Code § 33607.5 & 33607.7), and basic aid and 2% inflationary growth payments (H&S Code § 33676), based on the Excel workbooks initially developed for the FY 2011-12 pass through calculations.

The Contractor shall promptly communicate to the County staff any possible legal, technical or interpretation issues that may arise in performance of the calculations.

The procedures to be performed by the Contractor as part of the pass-through calculations include, but are not limited to:

- a. Input RPTTF revenues based on information provided by the County, including adjustments for AB 1290 pass-through payments that have an adjusted base year.
- b. Input assessed values by tax rate area (TRA) for each project area.
- c. Obtain any additional required inputs for the calculations from the County, former RDA's, taxing agencies, and published sources.
- d. Determine whether a formal request was made by school districts to receive additional pass-through payments pursuant to the terms of the H&S Code § 33401 negotiated agreements for the following former RDA's by contacting the successor agency of the former RDA's and school districts listed below via email to determine whether a request for additional payments was initiated.
 - i. East Palo Alto (Ravenswood Elementary, SUHSD, SMCCCD, SMCOE)
 - ii. Pacifica (Pacifica Elementary, Jefferson High School, SMCCCD, SMCOE)
 - iii. Redwood City (SMCCCD, SUHSD, and Redwood City Elementary).
 - iv. San Mateo (San Mateo City School District)
 - v. South San Francisco (South San Francisco Unified School District, SMCCCD, SMCOE)
- e. Compute AB 1290 pass-through payments pursuant to the Los Angeles Unified School District vs. the County of Los Angeles, 181 Cal.App.4th 414 (2010) decision using the same methodology the Contractor applied for the County's FY 2011-12 and 2012-13 calculations.
- f. Calculate current year AB 1290 pass through calculations using K-12 ERAF entitlements estimates provided by the County.
- g. Calculate "true-ups" by recalculating prior year AB 1290 pass through amounts using revised K-12 ERAF entitlement data prior to each April estimate of the June RPTTF distribution. The calculations shall include a comparative analysis of initial and revised AB 1290 pass-through amounts to determine the required "true-up" adjustment.

The final pass-through payment calculations and amounts shall be provided to the County in Excel and shall include summary tables in both Excel and PDF. In addition, an analytical shall be included comparing the then current period to the corresponding estimate period and the same period for the prior fiscal year.

In addition to the procedures mentioned above, the Contractor shall provide **estimates** of pass-through payments to be used in the October 1st and April 1st estimated RPTTF distribution calculations required by H&S Code §34182(c)(3). The pass-through payment estimate calculations and amounts shall be provided to the County in Excel and shall include summary tables in both Excel and PDF.

B) ROPS Objection Review (H&S Code § 34182.5) – Perform a review pursuant to H&S Code § 34182.5 based on criteria determined by the County for each ROPS, and corrections to those ROPS, provided to the County, including, but not limited to: semi-annual ROPS, annual ROPS, last and final ROPS, and corresponding corrections submitted by the SA as allowed by the Department of Finance (DOF) and pursuant to applicable H&S Code.

C) Prior Period Adjustment (PPA) Review (H&S Code § 34186(a)) – Prior to each ROPS distribution, perform a review under H&S Code 34186(a), comparing the differences between the prior period actual obligations paid and the estimated obligation payments for each former RDA. The Contractor shall perform this review using criteria and procedures to be agreed upon with the County and based on direction from the DOF. The review shall include an analytical comparing the then current period to the corresponding estimate period and the same period for the prior fiscal year. Commencing on **October 1, 2018**, this review is mandated by **H&S Code § 34186(c)**, and will include in a manner of the DOF's choosing a review of the difference between actual payments and past estimated obligations, including cash balances. The Contractor shall adjust the review criteria and procedure to comply with H&S Code § 34186(c) and as agreed upon by the County.

D) Single Countywide Oversight Board Staffing (H&S Code § 34179(j)) – On and after July 1, 2018, the County will have a single Countywide Oversight Board, staffed by the County Controller's Office. The Contractor shall perform duties as necessary and agreed upon by the County in relation to this new role up to the time and materials budget allowances identified in Exhibit B, Table 2.

E) Reporting and Timing Requirements

The Contractor shall commence work upon the execution date of this contract. Report preparation, editing, and printing shall be the responsibility of the Contractor.

The Contractor shall maintain communication with the County staff via meetings, phone calls, and/or emails as needed in order to accurately and effectively perform the duties described in this agreement.

The Contractor will prepare and distribute the deliverables described below via email to the following:

San Mateo County Controller's Office: controller@smcgov.org
Shirley Tourel, Assistant Controller: stourel@smcgov.org
Matt Slaughter, Property Tax Manager: mslaughter@smcgov.org
Mercedes Yapching, Accountant II: myapching@smcgov.org

In the event the deadline for any deliverable indicated below falls on a weekend or the County holiday, such deadline will be the first business day following the indicated date.

The County will work with the Contractor during each ROPS period to determine the exact timeline for deliverables. All deadlines shall be based on mutually agreed upon dates which take into account the timing of data availability, workload, and mandated due dates. The deadlines listed below only represent the general timing of deliverables.

A. Pass-through Calculations –

- a. **County** – The County will deliver the property tax data to the Contractor by the 10th day of the month preceding the RPTTF distribution or estimate date.
- b. **Contractor** – The Contractor will provide the pass-through payment calculations for each former RDA along with a list of any outstanding informational items still remaining to the County by the 18th day of the month preceding the RPTTF distribution or estimate date.

B. ROPS Objection Review –

- a. **Contractor** - The Contractor will provide the ROPS Objection Review within 15 days of receiving all required materials from the County to perform the review.

C. Prior Period Adjustment (PPA) Review –

- a. **Contractor** – The Contractor will provide the PPA Review within 35 days of receiving the successor agency reports of prior period adjustments from the County. These reports are expected to be delivered to the Contractor during the first week of February for fiscal year 2016-17 and 2017-18. Commencing in fiscal year 2018-19, and each fiscal year thereafter, the differences between actual payments and past estimated amounts will be submitted by the successor agencies to the County no later than each October 1. The County will provide this information to the Contractor within two weeks of receipt.

Working Paper Retention, Access to Working Papers and Confidentiality

- A. All working papers and reports must be submitted to County within 30 days of the corresponding deliverable.

- B. Unless expressly authorized in writing by the County Controller's office, or otherwise required by law, the Contractor shall keep confidential all working papers or other documentation related to its performance of its duties under this Agreement.

- C. Unless otherwise indicated (or given permission), all documentation provided to the Contractor by the County staff shall be used only for the purpose of the terms of this contract. It shall not be used for any other purpose unless granted written authority by the County.

Exhibit B

In consideration of the services provided by the Contractor in Exhibit A and subject to the terms of the Agreement, the County shall pay the Contractor based on the fee schedule and terms discussed in this section.

Payment for the work performed through June 30, 2021, as set forth in this Agreement, shall not exceed \$335,000.

The Contractor shall bill the County for actual hours worked at the agreed rates as specified in Table 1 below. The Contractor will provide the County with invoices per RDA detailed by actual hours spent and the hourly rate.

Unless otherwise indicated, the County will pay the Contractor from RPTTF distributions no sooner than each January and June RPTTF distribution date for services rendered in relation to that RPTTF distribution, or 30 days after receipt of invoices, whichever is later.

An estimated budget allocation by task and per fiscal year is provided in Table 2 and the estimated hours and cost per RDA is shown in Table 3.

Table 1: Contractor's Hourly Rate Schedule

KEYSER MARSTON ASSOCIATES, INC. PUBLIC SECTOR HOURLY RATES	
A. JERRY KEYSER*	\$280.00
MANAGING PRINCIPALS	\$280.00
SENIOR PRINCIPALS*	\$270.00
PRINCIPALS*	\$250.00
MANAGERS*	\$225.00
SENIOR ASSOCIATES	\$187.50
ASSOCIATES	\$167.50
SENIOR ANALYSTS	\$150.00
ANALYSTS	\$130.00
TECHNICAL STAFF	\$95.00
ADMINISTRATIVE STAFF	\$80.00

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

Table 2: Estimated Budget by Task

BUDGET ESTIMATE BY FISCAL YEAR FOR KMA SERVICES	Fiscal Year				
	2016-17	2017-18	2018-19	2019-20	2020-21
<u>KMA Services Annual Estimated Budget</u>					
A. January RPTTF Distribution Pass Throughs and Related Services					
1) Pass-through Payment Calculations	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000
2) Pass-through Payment Estimates	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
3) ROPS Objection Review - amendments to annual ROPS	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
4) County-wide Oversight Board ⁽²⁾	\$0	\$0	\$5,000	\$5,000	\$5,000
Subtotal	\$22,000	\$22,000	\$27,000	\$27,000	\$27,000
B. June RPTTF Distribution Pass Throughs and Related Services					
1) Pass-through Payment Calculations & PY true-up	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000
2) Pass-through Payment Estimates	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
3) ROPS Objection Review	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
4) Prior Period Adjustment Review ⁽¹⁾	\$8,000	\$8,000	\$18,000	\$18,000	\$18,000
5) Single County-wide Oversight Board Staffing and other services as needed ⁽²⁾	\$0	\$0	\$5,000	\$5,000	\$5,000
Subtotal	\$33,000	\$33,000	\$48,000	\$48,000	\$48,000
Budget Estimate by Fiscal Year	\$55,000	\$55,000	\$75,000	\$75,000	\$75,000
<i>Three Year Total: FY 2016-17 through 2018-19</i>					\$185,000
<i>Five Year Total: FY 2016-17 through 2020-21 (with two year extension)</i>					\$335,000

⁽¹⁾ The PPA Review is performed on an annual basis and covers two ROPs periods. Commencing in FY 2018-19, the Controller becomes responsible for preparation and submittal of PPA calculations to the DOF. The budget estimate for FY 2018-19 through FY 2020-21 is adjusted to account for these changes.

⁽²⁾ Commencing in FY 2018-19, the Controller becomes responsible to staff the new County-wide oversight board which is anticipated to include a more direct role in ROPS preparation along with additional responsibilities over other aspects of the dissolution process. The budget estimate for FY 2018-19 through FY 2020-21 includes an allowance for on-call technical support in conjunction with this increased level of responsibility.

Table 33: Estimated Hours and Services Cost by Successor Agency

	No. of Project Areas	Hours by RDA			Total Hours	Annual Budget
		Principal \$250 /Hr	Associate \$167.5 /Hr	Administrative \$80.0 /Hr		
<u>FY 2016-17 to 2017-18</u>						
Belmont	1	10.00	6.00	1.00	17.00	\$3,585
Brisbane	2	12.00	8.50	1.00	21.50	\$4,504
Daly City	2	10.00	6.00	1.00	17.00	\$3,585
East Palo Alto	3	13.00	11.00	2.25	26.25	\$5,273
Foster City	2	12.00	8.50	1.50	22.00	\$4,544
Menlo Park	1	10.00	6.00	1.00	17.00	\$3,585
Millbrae	1	10.00	6.00	1.00	17.00	\$3,585
Pacifica	1	10.00	6.00	1.00	17.00	\$3,585
Redwood City	2	12.00	8.50	1.50	22.00	\$4,544
San Bruno	1	10.00	6.00	1.00	17.00	\$3,585
San Carlos	1	10.00	6.00	1.00	17.00	\$3,585
San Mateo	2	12.00	8.50	1.50	22.00	\$4,544
South San Francisco	6	16.00	13.00	4.00	33.00	\$6,498
Annual Total	25	147.00	100.00	18.75	265.75	\$55,000
<u>FY 2018-19 to 2020-21</u>						
Belmont	1	16.00	6.00	1.00	23.00	\$5,085
Brisbane	2	18.00	8.50	1.00	27.50	\$6,004
Daly City	2	16.00	6.00	1.00	23.00	\$5,085
East Palo Alto	3	20.00	11.00	2.25	33.25	\$7,023
Foster City	2	18.00	8.50	1.50	28.00	\$6,044
Menlo Park	1	16.00	6.00	1.00	23.00	\$5,085
Millbrae	1	16.00	6.00	1.00	23.00	\$5,085
Pacifica	1	16.00	6.00	1.00	23.00	\$5,085
Redwood City	2	18.00	8.50	1.50	28.00	\$6,044
San Bruno	1	16.00	6.00	1.00	23.00	\$5,085
San Carlos	1	16.00	6.00	1.00	23.00	\$5,085
San Mateo	2	18.00	8.50	1.50	28.00	\$6,044
South San Francisco	6	23.00	13.00	4.00	40.00	\$8,248
Annual Total	25	227.00	100.00	18.75	345.75	\$75,000
Three Year Total		521.00	300.00	56.25	877.25	\$185,000
<i>FY 2016-17 through 2018-19</i>						
Five Year Total		975.00	500.00	93.75	1,568.75	\$335,000
<i>FY 2016-17 through 2020-21 (reflects two year extension)</i>						

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor gives this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

The Contractor: (Check a or b)

- A. Employs fewer than 15 persons.
- B. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Diane M. Chambers

Name of Contractor: Keyser Marston Associates, Inc.

Street Address or P.O. Box: 160 Pacific Avenue, Suite 204

City, State, Zip Code: San Francisco, CA 94111

I certify that the above information is complete and correct to the best of my knowledge.

Signature:

 _____

Title of Authorized Official: Business Manager, CFO

Date: 7/22/16

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative refer the handicapped person to other providers of those services that are accessible."

Issued by County of San Mateo Contract Compliance Committee August 5, 2013

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

Issued by County of San Mateo Contract Compliance Committee July 1, 2013