



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY		
Contract No:	Contractor Name	Amendment No:
R # 075888	KEYANALYTICS	001

THE AGREEMENT HAS CHANGED AS FOLLOWS:			
Agreement Amount			
Original Amount:	\$375,000		
Amendment 1 Amount:			
(edit line as needed – add/delete)			
Current Amount:	Addition or Reduction:	New Total:	
\$375,000	\$141,833.97	\$516,833.97	
Agreement Term			
Original Start Date:		Original End Term:	
Amendment 1 Start Date:	July 1, 2018	Amendment 1 End Date:	June 30, 2023
(edit line as needed – add/delete)			

Paragraph Changes:

Section 3 Payments Page 1

Exhibit A – Contractor Services is fully updated and replaced with current Exhibit A

Exhibit B – Contractor Fees is fully updated with and replaced with current Exhibit B

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
KEYANALYTICS**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KEYANALYTICS, 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 an Agreement for comprehensive and cumulative financial tracking of the County's Lease Revenue Bond Program and all banking, reporting, and disclosure services for all current construction project financings services on July 1, 2018; and

WHEREAS, the parties wish to amend the Agreement to include the County's Custody Construction Accounts and the services comprehensive and cumulative financial tracking services currently being provided to the County of San Mateo.

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

1. Section 3. Payments: of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A and B, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit C. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed One Hundred Forty One Dollars, Eight Hundred Thirty-Three-dollars and .97 ~~\$(141,833.97)~~. In the event that the County, makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Original Exhibit A is replaced with Revised Exhibit A, (rev. [July 21, 2022]).

See attachment

3. Original Exhibit B is replaced with Revised Exhibit B, (rev. [July 21, 2022]).

See attachment

4. **All other terms and conditions of the agreement dated July 1, 2018, between the County and Contractor shall remain in full force and effect.**

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

For Contractor: [KEYANALYTICS]

<u>Tarana Alam</u>	<u>30-Sep-2022 10:12 PDT</u>	<u>Tarana Alam</u>
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the Services provided by Contractor (KeyAnalytics) in amended Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following professional services rendered and detailed fee schedule and terms:

KeyAnalytics and its expert support team assists the County of San Mateo with the following ongoing project management, tracking, reporting and compliance services:

1. Implement an initial set up of all of the County's "Restricted" and "Unrestricted" Lease Revenue Bond "LRB" fund accounts with U.S. Bank National Association (the "Trustee") upon closing of the LRBs in **KeyAnalytics'** proprietary software platform, **KeyStone Solutions ("KeyStone")**
2. Set up any Custody Fund Accounts, that are entirely funded by the County's General Funds or other departmental revenue in **KeyStone**.
3. Track and reconcile every County LRB and Custody Account from inception to close out and reconcile it to the Trustee Statements in each period.
4. Track all fund deposits, interest earnings, transfers in, transfers out, and fund withdrawals on a cumulative basis from inception to fund closeout.
5. Prepare and review County requests for project and additional rental disbursements for all LRB and Custody fund accounts including the following:
 - a) Review disbursement request backup invoices to make sure the payment amounts that the County is authorizing are accurate and match the invoices (please note that **KeyAnalytics** does not approve the authorization of those invoices for payment nor confirms the validity of the scope of work and County contract compliance requirements).
 - b) Once the invoices are reviewed and confirmed, **KeyAnalytics** prepares Schedule A attached to each disbursement that sets forth the name of the vendor, the amount authorized for payment by the County's Authorized Signatory under the LRB Indenture or the Custody Agreement, and the payment method requested by the County.
 - c) The authorized disbursement is then forwarded by the **KeyAnalytics** team to the Trustee for payment.
 - d) **KeyAnalytics**, then records all of the payments in **KeyStone** in the designated LRB or Custody fund account, by its specific project, disbursement amount, cost category, vendor and object code.
 - e) **KeyAnalytics** then stores the entire disbursement and its related backup in its proprietary online repository, **DataVault**, for easy access by the County's various authorized team members, including Project Development Unit (PDU) support team, the Controller, project managers, etc.

6. **KeyAnalytics** shall track each major project assigned to the firm by its authorized estimated budget and budget categories, i.e. construction costs, planning costs, furniture and equipment, inspection, etc. from the breakdown provided by County staff.
7. **KeyAnalytics** shall track all vendor contracts under each project using the PDU from the Invoice Cover Memo and Individual Vendor Cover Sheet provided to KeyAnalytics in every disbursement or other reports provided by the County by their authorized contract amount, changed orders, payments, etc. Each invoice will be entered individually for ease of reconciling with County and Vendor or SubContractor.
8. **KeyAnalytics** shall track all project expenditures incurred by the County from its General Fund prior to the closing of the LRBs.
9. **KeyAnalytics** shall track all County non-project "Restricted" funds, including Reserve Fund, Capitalized Interest fund, Interest Fund, Principal Fund, Revenue Fund, etc. for cumulative reconciliation of all County funds from inception to closeout.
10. **KeyAnalytics** shall track all County General Fund accounts that are tied to either the Custody funds or LRB funds and reside within the San Mateo County Treasurer accounts.
11. **KeyAnalytics** shall prepare all debt service payment documentation and schedule for the County's semi-annual or annual debt service payment for all County LRB and Refunding financing.
12. **KeyAnalytics** shall prepare debt service invoice payment schedules and individual invoices for the specific departments that are responsible for the specific debt service payments. In addition, KeyAnalytics will assist the County of payment rescheduling analysis if requested.
13. **KeyAnalytics** shall prepare annual Fiscal Year End reports at the end of each fiscal year for proper recording of all County LRB and Custody funds transaction during the year for proper recording in the County's year-end audited financial statements and internal recording by the Controller.
14. **KeyAnalytics** shall prepare the annual Continuing Disclosure Reports as required by the Securities and Exchange Commission under the Continuing Disclosure Agreement for each LRB financings. Will provide the County of San Mateo with copies of such disclosure reporting.
15. **KeyAnalytics** shall prepare the Notices of Significant Events as required by the Securities and Exchange Commission under the Continuing Disclosure Agreement and provide copies to the County of San Mateo.
16. **KeyAnalytics** shall prepare and file the annual report required by the California Debt and Investment Advisory Commission "CDIAC" (every October) for **any** municipal funding issued after 2018 and provide the County of San Mateo with copies of the report.
17. **KeyAnalytics** shall assist in requesting the annual insurance certificates required under all County LRB financings from the County's Risk Management divisions and forwards it to the Trustee on an annual basis. KeyAnalytics will provide confirmation to the County of San Mateo of completion of this task.

18. **KeyAnalytics** shall prepare other compliance certificates that are required under the LRB Indentures on behalf of the County, including budget certificates, debt service certificate, etc. and provide copies and notification to the County of San Mateo of completion.
19. **KeyAnalytics** shall prepare cumulative financial backup and related Trustee statements for a qualified firm of County's choosing to prepare the arbitrage rebate calculation required under Federal law at least every 5 years or sooner.
20. **KeyAnalytics** shall provide unlimited access to the County of San Mateo and its authorized staff to **KeyStone Software**.
21. **KeyAnalytics** shall provide unlimited access to the County and its authorized staff to **DataVault** for easy storage and retrieval of all project related documents, including disbursement requests, contracts, change orders, budget changes, etc.
22. **KeyAnalytics** shall provide training, as needed, at no extra cost to the County of San Mateo to any County authorized user regarding the use of and access to the many features and reports in **KeyStone** and **DataVault**.
23. **KeyAnalytics** shall provide ongoing customer service support to County staff, as needed, to ensure proper tracking, reporting and compliance of all County LRBs and projects from inception to project close-out.

Exhibit B

In consideration of payment to Contractor shall provide comprehensive and cumulative financial project tracking, reporting, project expense tracking, interest earned tracking, debt service schedule tracking, on all LRB financings, compliance reporting and consulting services for all County Financings and Custody Agreements

Professional Fees for Consulting

HOURLY RATES	
Principal	\$300/Hour
Vice President	\$270/Hour
Senior Associate	\$225/Hour
Associate	\$150/Hour
Support Staff	\$120/Hour

All new financing or new custody agreements s of 2022 will be billed at \$25,000 per year until construction completion. Upon Notice of Completion filing the Administrative Fees will be billed at \$6,500.00 annually.

County of San Mateo Lease Revenue Bond Active Financings:

Financing	Fee Rate	Payment Schedule
1993 North County Satellite Clinics	\$6,000/year	\$1,500 / quarter
2013 Skylonda Fire Station	\$6,000/year	\$1,500 / quarter
2014 Maple Street Correctional Center	\$6,000/year	\$1,500 / quarter
2016 Youth Services Center	\$6,000/year	\$1,500 / quarter
2019 Refunding LRBs	\$6,000/Year	\$1,500 / quarter
2018 San Mateo Medical Center Renovation	\$25,000/year	\$6,250 / quarter
2021 Cordilleras Mental Health Facility	\$25,000/year	\$6,250 / quarter

SMC Current Custody Agreements:

Custody Agreement	Fee Rate	Payment Schedule
County Office Building 3	\$25,000/year	Annual
Parking Structure 2 (2/2019) to (9/2022)	\$25,000/year	Annual