

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

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Keyser Marston Associates, Inc., 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, it is necessary and desirable that Contractor be retained for the purpose of consulting services.

**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 I—§ 504 Compliance  
Attachment IP – Intellectual Property

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for 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 Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 TWO HUNDRED EIGHTY EIGHT THOUSAND DOLLARS (\$288,000).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 15, 2013, through June 30, 2016.

This Agreement may be terminated by Contractor, 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.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### **5. Availability of Funds**

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

#### **6. Relationship of Parties**

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

#### **7. Hold Harmless**

7.1 **General Hold Harmless.** Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from Contractor's alleged negligence or willful misconduct in the performance of any work or services required of 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 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 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 County and/or its

officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which 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 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.

#### 7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, licenses and/or 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. 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. Contractor shall defend, indemnify, and hold harmless 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. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without 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 County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in 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 County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for 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, Contractor will have no obligation or liability to 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 County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of 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.

#### **8. Assignability and Subcontracting**

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 Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

#### **9. Insurance**

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 County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** 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, 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.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect 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 Contractor's operations under this Agreement, whether such operations be by 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

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 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, 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.

**10. Compliance With Laws**

All services to be performed by 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 handicap 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.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

**11. 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.* 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. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual 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 contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits 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, Contractor must certify which of the following statements is/are accurate:
- ☒ 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 Contractor's cost of providing the benefit to an employee with a spouse.
  - ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to

employees' spouses.

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

- ☒ No finding of discrimination has been issued in the past 365 days against 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 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, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* 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 bidding on 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 Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person 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 of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

## **12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 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, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no 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, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

## **13. Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to 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.



#### **14. 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.

#### **15. Controlling Law and 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 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.

#### **16. 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 County, to:**

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

**In the case of Contractor, to:**

Name/Title: David Doezenia, Principal  
Address: Keyser Marston Associates, Inc.  
160 Pacific Avenue, Suite 204  
San Francisco, CA 94111  
Telephone: (415) 398-3050  
Facsimile: (415) 397-5065

**17. Electronic Signature**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and 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 County:      ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

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

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Keyser Marston Associates, Inc.



Contractor's Signature

Date: 8-16-2013

(Revised 7/1/13)

## **EXHIBIT A – SCOPE**

### **I. Background**

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

### **II. Scope of Work to Be Performed**

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. Contractor will discuss the procedures to be performed with County staff and obtain approval prior to proceeding with the work to be performed as defined in this Exhibit.

The former RDAs in the County are listed below. RDAs have one project area unless otherwise indicated in parentheses. The table in Section VI. of this exhibit provides contact information for each of the former RDAs.

- 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, Contractor shall perform the following services upon request for the County:

#### **A. Pass-through payment calculations - Actuals**

**1. Pass-through Calculations.** Determine and calculate all pass-through payments due to affected taxing entities for each former RDA in the County for fiscal years (FY) 2013-14 through 2015-16; negotiated agreements (H&S Code § 33401), AB 1290 (H&S Code § 33607.5 & 33607.7), basic aid and 2% inflationary growth payments (H&S Code § 33676) using the Excel workbooks initially developed for the FY 2011-12 pass through calculations. Calculate and report all pass-through payments due to taxing entities based on the RPTTF Funds to be allocated on each semi-annual RPTTF distribution date during the contract term. Contractor will promptly communicate to County staff any possible legal, technical or interpretation issues that may arise in performance of the calculations.

The Contractor will perform the following procedures.

- Input RPTTF revenues based on information provided by County. Input of revenues will include adjustments that need to be made for AB 1290 pass through payments that have an adjusted base year.
- Input assessed values by tax rate area (TRA) for each project area.

- Request required inputs for the calculations from the County, former RDA's, taxing agencies and published sources.
- a. For the following former RDA's, 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. Contractor shall contact via email, the successor agency of the former RDA's and school districts listed below to determine whether a request for additional payments was initiated.
- East Palo Alto (Ravenswood Elementary, SUHSD, SMCCCD, SMCOE)
  - Pacifica (Pacifica Elementary, Jefferson High School, SMCCCD, SMCOE)
  - Redwood City (SMCCCD, SUHSD, and Redwood City Elementary).
  - San Mateo (San Mateo City School District)
  - South San Francisco (South San Francisco Unified School District, SMCCCD, SMCOE)
- b. Compute AB 1290 pass-through payments pursuant to the Los Angeles Unified School District vs. County of Los Angeles, 181 Cal.App.4th 414 (2010) decision using same the methodology Contractor applied for the County's FY 2011-12 and 2012-13 calculations. This is illustrated in Exhibit D.
- Contractor will compute current year AB 1290 pass through calculations using K-12 ERAF entitlements estimates provided by the County.
  - Prior to each June RPTTF distribution during the contract term, Contractor will provide re-computed "true up" calculation for prior year AB 1290 pass through amounts using revised K-12 ERAF entitlement data to re-compute AB 1290 pass-through payment allocation factors. Contractor will provide a comparative analysis of initial and revised AB 1290 pass-through amounts to determine the required "true up" adjustment to be reflected for purposes of each June RPTTF distribution date during the contract term.
- c. Final pass-through payment amounts will provided in a summary Excel format schedule.
- d. Supplemental analytics information will be provided in Excel format comparing the pass through payment amounts for the then current period to a) the October 1 or April 1 estimates and b) prior fiscal year pass through amounts (for both January and June RPTTF distributions).

## **B. Pass-through payment calculations – Estimates**

**Pass Through Payment Estimates for Inclusion in H&S Code § 34182(c)(3) October 1 and April 1 RPTTF Distribution Estimates.** Contractor will prepare estimates of pass through payment amounts to be made for each upcoming RPTTF distribution date during the contract term. Estimates will be for purposes of inclusion in County RPTTF distribution estimates required pursuant to H&S Code § 34182(c)(3) by October 1st and April 1st of each fiscal year. Pass-through payment estimates will be provided in a summary Excel format. Supplemental analytics information will also accompany the estimates. Analytics information will be provided in Excel format and will compare the estimated pass through payment amounts for the then current period to the actual payment amounts for the prior fiscal year (including both RPTTF distributions).

## **C. Other**

Contractor will perform the following services, if requested, for each semi-annual RPTTF distribution period during the contract term.

1. **H&S Code § 34183 RPTTF Distribution Calculations.** Compute RPTTF distributions. Calculations should be based on DOF approved ROPS, actual increment apportioned to RPTTF, actual pass through payments calculations, and Successor Agency and County Controller's administrative costs pursuant to H&S Code § 34183.
2. **H&S Code § 34182.5 Review.** Perform a review pursuant to H&S Code § 34182.5.
3. **H&S Code § 34186(a) Review.** Under H&S Code 34186 (a), differences between actual and past estimated payment obligations are used to adjust each successor agency's RPTTF allocation for enforceable obligations and administrative costs. Contractor will review and analyze the Successor Agency reported prior period adjustment information for each ROPS period during the contract term applying review criteria to be agreed with the County based on direction from the Department of Finance.

### **III. Reporting and Timing Requirements**

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

Contractor will participate in meetings at County offices or phone calls with County staff as needed during the course of this assignment up to five meetings, fifteen calls, and a training session annually.

Contractor will prepare and distribute the following deliverables via email or hardcopy as described in the sections below to the following designated County staff. In the event any of the deadlines indicated below fall on a weekend or County holiday, such deadline will be the first business day that follows the indicated date.

Shirley Tourel, Deputy Controller  
Controller's Office  
555 County Center, 4<sup>th</sup> floor  
Redwood City, CA 94063  
stourel@smcgov.org,  
650-599-1149

**A. Pass-through calculations.** County will provide Contractor with final tax increment amounts (including refunds and adjustments) for each project area by the **December 17<sup>th</sup>** which precedes each January RPTTF distribution date and the **April 30<sup>th</sup>** which precedes each June RPTTF distribution date. Contractor will e-mail pass-through payment calculations for each former RDA and list any outstanding informational items still remaining to the County personnel designated above by the **December 21<sup>st</sup>** and **May 15<sup>th</sup>** which precedes each January and June RPTTF distribution date respectively. Contractor will e-mail pass-through payment calculations to Successor Agency contacts listed in Section VI of this Exhibit.

**B. H&S 34182(c)(3) RPTTF Pass Through Estimates** Contractor will e-mail Pass Through Estimates for each RPTTF distribution period at least 21 days in advance of the October 1 and April 1 statutory deadlines for circulation of estimates.

**C. H&S Code § 34183 RPTTF Distribution Calculations.** If requested, Contractor will e-mail RPTTF calculations for distributions pursuant to H&S Code § 34183 by the December 22nd and May 20<sup>th</sup> preceding the December and June RPTTF distribution dates to the County personnel designated above.

**D. H&S 34182.5 and § 34186(a) Review of Obligations Reported on ROPS and Reported Prior Period Adjustments.** Contractor will email deliverables to the above designated personnel within three weeks of receiving all required materials to perform the review.

#### **IV. Working Paper Retention, Access to Working Papers and Confidentiality**

- A. All working papers and reports must be retained, at Contractor's expense, for a minimum of three years, and after three years, Contractor shall deliver all working papers to the County at the address specified in Section III above. Contractor will be required to make working papers available, upon request from the following parties or their designees:
- The Grand Jury
  - County Audit Committee
  - Oversight Committee of each former RDA identified above
  - Parties designated by the federal or State governments (including but not limited to the State Controller's Office (H&S 34182(b)), Department of Finance, or by the County as part of an audit quality review process.
- B. Contractor shall allow review of working papers as directed by the Controller in writing. Unless expressly authorized in writing by the Controller's office, or otherwise required by law, 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 County staff shall be used only for the purpose of the terms of this contract to perform pass-through payment calculations. It shall not be used for any other purpose unless granted the authority by the County.



## VI. Contact Information for San Mateo County Redevelopment Agencies

<b>RDA</b>	<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Phone</u></b>	<b><u>Email</u></b>
<b>Belmont</b>	Thomas Fil	Finance Director	650 595 7435	<a href="mailto:tfil@belmont.gov">tfil@belmont.gov</a>
<b>Brisbane</b>	Stuart Schillinger	Administrative Services Director	415 508 2151	<a href="mailto:schillinger@ci.brisbane.ca.us">schillinger@ci.brisbane.ca.us</a>
<b>Daly City</b>	Don McVey	Director of Finance Administrative Services	650 991 8048	<a href="mailto:dmcvey@dalycity.org">dmcvey@dalycity.org</a>
<b>East Palo Alto</b>	Edmund Suen	Finance Director	650 853 3122	<a href="mailto:esuen@cityofepa.org">esuen@cityofepa.org</a>
<b>Foster City</b>	Steve Toler Lin-lin Cheng	Assistant City Manager Finance Director	650 286 3266 650 286 3265	<a href="mailto:stoler@fostercity.org">stoler@fostercity.org</a> <a href="mailto:lcheng@fostercity.org">lcheng@fostercity.org</a>
<b>Menlo Park</b>	Carol Augustine	Finance Director	650 330 6643	<a href="mailto:CTAugustine@menlopark.org">CTAugustine@menlopark.org</a>
<b>Millbrae</b>	Genevieve Frederick	Finance Director	650 259 2433	<a href="mailto:gfrederick@ci.millbrae.ca.us">gfrederick@ci.millbrae.ca.us</a>
<b>Pacifica</b>	Ann E. Ritzma,	Administrative Services Director	650 738 7402	<a href="mailto:ritzmaa@ci.pacifica.ca.us">ritzmaa@ci.pacifica.ca.us</a>
<b>Redwood City</b>	Brian Ponty	Finance Director	650 780 7072	<a href="mailto:BPonty@redwoodcity.org">BPonty@redwoodcity.org</a>
<b>San Bruno</b>	Kim Juran Mark Sullivan	Interim Finance Director Housing & Redevelopment Manager	650 616 7054 650 616 7053	<a href="mailto:KJuran@sanbruno.ca.gov">KJuran@sanbruno.ca.gov</a> <a href="mailto:msullivan@sanbruno.ca.gov">msullivan@sanbruno.ca.gov</a>
<b>San Carlos</b>	Rebecca Mendenhall	Administrative Services Director	650 802 4221	<a href="mailto:RMendenhall@cityofsancarlos.org">RMendenhall@cityofsancarlos.org</a>
<b>San Mateo</b>	David Culver	Finance Director	650 522 7102	<a href="mailto:dculver@cityofsanmateo.org">dculver@cityofsanmateo.org</a>
<b>South San Francisco</b>	James Steele	Director of Finance	650 877- 8509	<a href="mailto:Jim.Steele@ssf.net">Jim.Steele@ssf.net</a>

## EXHIBIT B – PAYMENTS AND RATES

### I. Payment Terms

Payment for the work set forth in this Agreement shall not exceed \$288,000 for work performed through June 30, 2016. Table 1 provides an estimated budget allocation by task and per fiscal year. Contractor will provide the County with invoices per RDA detailed by actual hour spent and hourly rate as provided in Table 2 below. Contractor shall bill the County for actual hours worked at the agreed rates specified in Table 3 below. County will pay 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.

**Table 1: Estimated Budget by Task**

	Budget Estimate by Fiscal Year		
	2013-14	2014-15	2015-16
<b><u>Annual Estimated Budget</u></b>			
<b>A. Jan. RPTTF Distribution Pass Throughs and Related Services</b>			
1) Pass through Calculations - all former RDAs	\$20,000	\$18,500	\$18,500
2) Pass through estimates for County October 1 Estimate	\$4,500	\$3,000	\$3,000
3) ROPS Objections Review	\$8,000	\$8,000	\$8,000
4) Prior Period Adjustment Review	\$8,000	\$8,000	\$8,000
5) H&S 34183 RPTTF Distribution Calculations	\$7,000	\$7,000	\$7,000
6) Other as-needed services related to January RPTTF distribution	\$4,000	\$4,000	\$4,000
<b>Subtotal Estimated Services for January RPTTF Distribution</b>	<b>\$51,500</b>	<b>\$48,500</b>	<b>\$48,500</b>
<b>B. June RPTTF Distribution Pass Throughs and Related Services</b>			
1) Pass-through calculations and PY AB 1290 pass-through true up	\$17,000	\$15,500	\$15,500
2) Pass through estimates for County April 1 Estimate	\$4,500	\$3,000	\$3,000
3) ROPS Objections Review	\$8,000	\$8,000	\$8,000
4) Prior Period Adjustment Review	\$8,000	\$8,000	\$8,000
5) H&S 34183 RPTTF Distribution Calculations	\$7,000	\$7,000	\$7,000
6) Other as-needed services related to June RPTTF distribution	\$4,000	\$4,000	\$4,000
<b>Subtotal Estimated Services for June RPTTF Distribution</b>	<b>\$48,500</b>	<b>\$45,500</b>	<b>\$45,500</b>
<b>Budget Estimate by Fiscal Year</b>	<b>\$100,000</b>	<b>\$94,000</b>	<b>\$94,000</b>
	<b>Three Year Total</b>		<b>\$288,000</b>

**Table 2 A:**  
**Estimated Annual Budget by RDA for FY 2013-14**

	No. of Project Areas	Principal \$250 /Hr	Hours by RDA Analyst \$130.0 /Hr     Administrative \$80.0 /Hr		Total Hours	Budget Estimate
<b>Pass Throughs and Related Services - January RPTTF Distribution</b>						
Belmont	1	5.50	5.00	0.75	11.25	\$2,085
Brisbane	2	11.50	10.50	1.50	23.50	\$4,360
Daly City	2	5.50	5.00	0.75	11.25	\$2,085
East Palo Alto	3	17.00	16.00	3.00	36.00	\$6,570
Foster City	2	11.50	10.50	1.50	23.50	\$4,360
Menlo Park	1	5.50	5.00	0.75	11.25	\$2,085
Millbrae	1	5.50	5.00	0.75	11.25	\$2,085
Pacifica	1	5.50	5.00	0.75	11.25	\$2,085
Redwood City	2	11.50	10.50	1.50	23.50	\$4,360
San Bruno	1	5.50	5.00	0.75	11.25	\$2,085
San Carlos	1	5.50	5.00	0.75	11.25	\$2,085
San Mateo	2	11.00	10.50	1.50	23.00	\$4,235
South San Francisco	6	34.00	32.00	4.50	70.50	\$13,020
Subtotal	25	135.00	125.00	18.75	278.75	\$51,500
<b>Pass Throughs and Related Services - June RPTTF Distribution</b>						
Belmont	1	5.50	5.00	0.50	11.00	\$2,065
Brisbane	2	10.50	10.00	1.00	21.50	\$4,005
Daly City	2	5.50	5.00	1.00	11.50	\$2,105
East Palo Alto	3	16.00	14.00	2.00	32.00	\$5,980
Foster City	2	10.50	10.00	1.00	21.50	\$4,005
Menlo Park	1	5.50	5.00	0.50	11.00	\$2,065
Millbrae	1	5.50	5.00	0.50	11.00	\$2,065
Pacifica	1	5.50	5.00	0.50	11.00	\$2,065
Redwood City	2	10.50	10.00	1.50	22.00	\$4,045
San Bruno	1	5.50	5.00	0.50	11.00	\$2,065
San Carlos	1	5.50	5.00	1.00	11.50	\$2,105
San Mateo	2	10.50	10.00	1.00	21.50	\$4,005
South San Francisco	6	31.50	29.00	3.50	64.00	\$11,925
Subtotal	25	128.00	118.00	14.50	260.50	\$48,500
Grand Total		263.00	243.00	33.25	539.25	\$100,000

**Table 2 B:**  
**Estimated Annual Budget by RDA for FY 2014-15 and 2015-16**

	No. of Project Areas	Principal \$250 /Hr	Hours by RDA		Total Hours	Annual FY 14-15 and 15-16
			Analyst \$130.0 /Hr	Administrative \$80.0 /Hr		
Pass Throughs and Related Services - January RPTTF Distribution						
Belmont	1	5.00	5.00	0.75	10.75	\$1,960
Brisbane	2	10.50	10.50	1.50	22.50	\$4,110
Daly City	2	5.00	5.00	0.75	10.75	\$1,960
East Palo Alto	3	15.50	16.00	3.00	34.50	\$6,195
Foster City	2	10.50	10.50	1.50	22.50	\$4,110
Menlo Park	1	5.00	5.00	0.75	10.75	\$1,960
Millbrae	1	5.00	5.00	0.75	10.75	\$1,960
Pacifica	1	5.00	5.00	0.75	10.75	\$1,960
Redwood City	2	10.50	10.50	1.50	22.50	\$4,110
San Bruno	1	5.00	5.00	0.75	10.75	\$1,960
San Carlos	1	5.00	5.00	0.75	10.75	\$1,960
San Mateo	2	10.00	10.50	1.50	22.00	\$3,985
South San Francisco	6	31.00	32.00	4.50	67.50	\$12,270
Subtotal	25	123.00	125.00	18.75	266.75	\$48,500
Pass Throughs and Related Services - June RPTTF Distribution						
Belmont	1	5.00	5.00	0.50	10.50	\$1,940
Brisbane	2	9.50	10.00	1.00	20.50	\$3,755
Daly City	2	5.00	5.00	1.00	11.00	\$1,980
East Palo Alto	3	14.50	14.00	2.00	30.50	\$5,605
Foster City	2	9.50	10.00	1.00	20.50	\$3,755
Menlo Park	1	5.00	5.00	0.50	10.50	\$1,940
Millbrae	1	5.00	5.00	0.50	10.50	\$1,940
Pacifica	1	5.00	5.00	0.50	10.50	\$1,940
Redwood City	2	9.50	10.00	1.50	21.00	\$3,795
San Bruno	1	5.00	5.00	0.50	10.50	\$1,940
San Carlos	1	5.00	5.00	1.00	11.00	\$1,980
San Mateo	2	9.50	10.00	1.00	20.50	\$3,755
South San Francisco	6	28.50	29.00	3.50	61.00	\$11,175
Subtotal	25	116.00	118.00	14.50	248.50	\$45,500
Grand Total		239.00	243.00	33.25	515.25	\$94,000

<b>Table 3: Contractor's Hourly Rate Schedule</b>	
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

## ATTACHMENT I

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

The undersigned (hereinafter called "Contractor(s)") 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(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), 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(s).

The Contractor(s): (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(s): 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:

*Diane M. Chambers*

Title of Authorized Official: Business Manager, CFO

Date: August 6, 2013

\*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."

## **Attachment IP**

### **Intellectual Property Rights**

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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.