

SECTION 19 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 20 - LITIGATION

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT's services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT's wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT's standard hourly rates at the time of actual testimony.

SECTION 21 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:	<i>Alonso Barahona, Management Analyst II City of San Mateo 330 W 20th Avenue San Mateo, CA 94403</i>
To CONSULTANT:	<i>David Taussig and Associates, Inc. DBA DTA Attn: David Taussig 99 Almaden Blvd., Suite 875 San Jose, CA 95113</i>

SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 23 - AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 24 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and David Taussig and Associates, Inc. DBA DTA have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

Matt Fabry
Director of Public Works

Date

David Taussig
Its Authorized Agent
President

Date

APPROVED AS TO FORM

Linh Nguyen
Assistant City Attorney

Date _____

Attachments:

Exhibit A: Scope of Services
Exhibit B: Fee Rates
Exhibit C: Insurance Requirements

Exhibit A - Scope of Services

Scope of Services

Our goal is to provide annual administration services to the City for the North Shoreview Flood Improvement District, South Bayfront Levee and Flood Control Facilities AD, and Flood and Storm Protection Fee (hereinafter collectively referred to as the "Assessments"). **As part of this effort, DTA shall prepare the Assessments for the County tax rolls and provide parcel management, funds tracking, and other services, as needed, on the City's behalf, such as customer service and delinquency management.**

The proposed Scope of Services is described below and intended to cover all the items included in the City's RFP.

Task 1 – Parcel Research

DTA will review new County Assessor's parcel maps and compile a list of the parcel changes and Assessor Parcel Numbers ("APNs") within each Assessment that will be valid for the upcoming fiscal year. DTA assumes that the City's current consultant will provide all existing electronic database files and relevant mapping information.

Task 2 – Parcel Database Update

DTA shall update the parcel database provided by the City using the County Assessor's roll. The updated database shall include the necessary property characteristics for each parcel (i.e., the APN; tract, lot, and unit number; acreage; land use; owner name; mailing and situs address; legal description; and other relevant information).

Task 3 – Submittal

DTA will prepare the County enrollment package, including the Certification of Fixed Charge Special Assessments and Agreement for the Collection of Taxes and Special Assessments, and submit the assessment roll to the County Auditor-Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax bills.

Task 4 – Parcel Exceptions

DTA will review exceptions as reported by the County Auditor-Controller to identify any rejected parcels. DTA will determine the reason for the rejection and, as necessary, coordinate with the Treasurer and Tax Collector, Auditor-Controller, and/or Assessor to address instances where neither the old nor new parcel is active. Corrections will be submitted as specified in the Auditor-Controller's *Fixed Charge Processing Manual*.

Task 5 – Delinquent Property Owner Research

This task involves the review and research of the County's records to determine which parcels are delinquent in the payment of property taxes and assessments and includes the following subtasks:

- 5A **Static Delinquency Report:** We will review the 1st and 2nd installment Paid/Unpaid Status Reports provided for each Assessment by the County to determine which parcels are delinquent and the corresponding amount of delinquent assessments. We will also prepare the report summarizing the amount of delinquent assessments for each Assessment.
- 5B **Dynamic Delinquency Report:** As necessary, DTA will conduct a review of online records to provide an up-to-the-minute Status Report for any given number of delinquent parcels.
- 5C **Delinquency Reminder Letters:** At the City's request, we will send one (1) reminder letter to each delinquent property owner after the April 10th installment requesting payment be made to the County or directly to the City, if applicable. If payment is made to the City, DTA will coordinate with the County to strip such charges from the County tax roll.

Task 6 – Property Owner Contact

DTA will be the primary contact for property owners and professionals regarding information pertaining to each Assessment. DTA will have trained staff prepared to respond to inquiries from property owners or other interested parties regarding each Assessment. DTA's policy is to respond to all inquiries within one (1) business day. In order to efficiently and effectively handle these property owner's requests, DTA has an "800" number that will be provided for placement on the tax bill. DTA will log all inquiries using our MuniAnalytics application. The log will include the date of the call, applicable benefit zone, APN, property owner name and contact information, purpose for the call, and name of the DTA staff member who handled the call.

Task 7 – Additional Annual Administration Tasks

We can assist with any other tasks related to the financing and administration of each Assessment as agreed upon with the City. Such tasks may include providing the City with a calendar displaying key annual administration events, giving direction to the City on the proper uses of funds held in each Assessment's accounts, preparing deposit instruction letters to the trustee, and providing general and technical advice to the City on an as-needed basis.

Exhibit B - Fee Rates

ESTIMATED COSTS

DTA estimates a not-to-exceed budget of **\$24,553 per year**, including out-of-pocket expenses, for the tasks identified in the Scope of Services. All work will be performed on a time and materials basis and billed at the labor rates listed in Table 5. Further work at that point would require additional fees to be billed per the hourly rates listed in Table 5. **Notably, Table 4 provides an illustrative cost breakdown of the not-to-exceed budget. The figures listed in Table 4 for each task are just estimates and the charges assigned to any one task may be transferred to another task, as long as the overall invoices submitted by DTA do not exceed \$24,553 per year, including out-of-pocket expenses.**

Table 4: Annual Administration Costs

Task No.	Task	Estimated Cost		
		South Bayfront AD	North Shoreview AD	Flood and Storm Protection Fee
1	Annual Budget	\$315	\$245	\$595
2	Parcel Research	\$630	\$485	\$1,190
3	Parcel Database Update	\$1,270	\$970	\$2,380
4	Engineer's Reports	\$1,585	\$1,215	\$2,970
5	Staff Reports	\$315	\$245	\$590
6	Public Meeting	\$630	\$485	\$1,190
7	Submittal	\$315	\$245	\$595
8	Parcel Exceptions	\$315	\$245	\$595
9	Delinquent Property Owner Research	\$160	\$120	\$300
10	Property Owner Contact	\$315	\$245	\$595
Subtotal		\$5,850	\$4,500	\$11,000
Contingency (15%)		\$878	\$675	\$1,650
Total per Assessment		\$6,728	\$5,175	\$12,650
Total per Year		\$24,553		

For your reference, DTA's hourly rate schedule is provided in Table 5 below.

Table 5: DTA's Fee Schedule

Labor Category	Labor Rate
President/Managing Director	\$300/Hour
Senior Vice President	\$275/Hour
Vice President	\$250/Hour
Senior Manager	\$210/Hour
Manager	\$200/Hour
Senior Associate	\$190/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT’s insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.