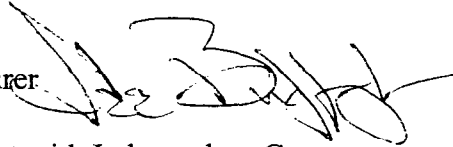


**COUNTY OF SAN MATEO**  
Interdepartmental Correspondence

**Date:** December 27, 2001  
**Hearing Date:**

**TO:** Honorable Board of Supervisors

**FROM:** Lee Buffington, Tax Collector/Treasurer 

**SUBJECT:** Request for Approval of an Agreement with Independent Contractor, Garrison Consulting, for project management services and for waiver of Request for Proposal process.

**RECOMMENDATION**

- 1) Adopt a resolution authorizing the President of the Board of Supervisors to
  - a) enter into an agreement with Garrison Consulting in the amount of \$408,680.00 for the period of February 1, 2002 through June 30, 2004; and
  - b) waive the Request for Proposal process.

**BACKGROUND**

Beginning in September 1998, Karen Garrison of Garrison Consulting was engaged to provide business analysis and project management for the installation of a newly developed Secured Tax System on the Tax Collector's IBM AS/400 computer. Later, Karen was asked to manage the selection and installation of a remittance processing software imaging product. Both projects were completed successfully; ontime and within budget. Starting in January 2001, the County contracted with Karen to document and analyze the work flow in the Tax Collector's Office as well as performing an analysis of the Office's document image management requirements. In addition to these projects, in September 2001, Karen was asked to assist in the management of two joint projects with the Controller's Office: the Extension of the Secured Roll and Apportionment projects. These projects involve extending the functionality of the Secured Tax System on the Tax Collector's AS/400 to replace the existing mainframe bound processes.

The current agreement with Garrison Consulting for \$95,200 was entered into in September 2001 and expires on January 31, 2001.

**DISCUSSION**

The objective of this request is to provide project management for a variety of information technology projects to be sponsored by the Tax Collector's Office over the next three years. Karen Garrison of Garrison Consulting has contributed significantly to

the successful development and installation of business solutions in the Tax Collector's Office over the past three years. The installation of the new secured tax system has resulted in numerous cost reductions and savings in ISD charges combined with increased accessibility and availability of secured tax bill information to the public and other County departments. The installation of our new remittance processing system has resulted in record one day bank deposits and greatly shortened collection periods not to mention almost instantaneous retrieval of check and tax bill stub archived images. Information gathered during the work flow project has laid the basis for a number of future process improvements. Over the past three years, Karen Garrison of Garrison Consulting has acquired extensive knowledge of the Tax Collector/Treasurer's business and technology. For these reasons, we believe a waiver of the request for proposal process would be in the best interests of the County.

The Tax Collector's Office is planning a number of projects over the next two years that will benefit all three fiscal offices (Assessor, Controller and Tax Collector.) One such project will involve transferring the extension of the secured tax roll process from the IBM mainframe to the Tax Collector's AS/400. Another project will provide for the automated transfer of Board of Supervisor approved property valuation changes from the Assessor's system to the Tax Collector's AS/400. These projects will result in new cost savings and orders of magnitude in process improvements. Karen Garrison's knowledge and experience will be an integral part of the success of these projects.

ISD management has been informed of these projects and has offered no objections. ISD has no comparable resources.

### **FISCAL IMPACT**

The three year contract with Garrison Consulting will cost a total of \$408,680. Current year funding is included in the Tax Collector's Budget. Future year funding will be included in the Tax Collector's Budget for each year of the contract.

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

RESOLUTION TO WAIVE THE REQUEST FOR PROPOSAL PROCESS AND TO  
AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH GARRISON  
CONSULTING. FOR PROJECT MANAGEMENT SERVICES IN AN AMOUNT NOT  
TO EXCEED \$408,680.00

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RESOLVED, by the Board of Supervisors of the County of San Mateo, State of  
California, that

WHEREAS, there has been presented to this Board of Supervisors for its  
consideration and approval the form of an agreement whereby Garrison Consulting will provide  
project management services for the Tax Collector/Treasurer for an amount not to exceed  
\$408,680.00 and

WHEREAS, there has been presented to the Board of Supervisors for its  
consideration and approval a request for waiver of the request for proposal process for said  
project management services; and

WHEREAS, this Board has determined that the best interest of the County would  
be served without the necessity of the request for proposal process; and

WHEREAS, this Board has examined and approved the agreement as to both  
form and content and desires to approve them;

NOW THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County  
of San Mateo hereby authorizes the Tax Collector-Treasurer to enter into said contract between  
Garrison Consulting and the County of San Mateo, and the Clerk of the Board shall attest the

signature thereto.

\*\*\*\*\*

# **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GARRISON CONSULTING**

THIS AGREEMENT, entered into this \_\_\_\_ day of January, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and GARRISON CONSULTING, 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 or Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of project management and business analysis

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

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A," attached hereto and incorporated by reference herein, for the County of San Mateo.
2. **Contract Term.** The term of this Agreement shall commence on the date the agreement is fully executed by both parties, and shall extend through 6/30/2004, unless terminated earlier by the County.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed \$408,680.00.
4. **Relationship of the 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 the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.
5. **Hold Harmless.** Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and

description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 will misconduct.

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

6. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
7. Termination of Agreement. The County may, at any time after ten days from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. 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 the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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.
8. Insurance. The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager 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 Manager of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.** If the Contractor has employees, the Contractor shall have in effect during the entire life 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, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and it will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified by Risk Management.

9. **Compliance with laws; payment of Permits/Licenses.** In performing the services described in Exhibit A, Contractor will comply with all applicable federal and state laws and regulations, and county ordinances. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

10. **Non-Discrimination.**

- A. *Section 504.* Contractor shall comply with §504 of the Rehabilitation Act of 1973, 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 contract (this paragraph needed only if services provided to members of the public).
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.
- C. *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 of San Mateo upon request.

- D. *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
- 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;
  - 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 paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor 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.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

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

12. **Merger Clause.** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

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



COUNTY OF SAN MATEO

By: \_\_\_\_\_  
*President, Board of Supervisors*

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

ATTEST:

\_\_\_\_\_

Clerk of Said Board

Garrison Consulting

*Steven L. Garrison*  
Signature

Date: 11/3/02

**COUNTY OF SAN MATEO**  
**AGREEMENT WITH INDEPENDENT CONTRACTOR**

**Agreement No.**  
**Exhibit "A"**

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**Agreement between the County of San Mateo and Garrison Consulting.**

**Use Additional Sheets as Necessary**

**I. Description of Services to be Performed by the Contractor**

Perform Project Management and Business Analysis for the Tax Collector/Treasurer for the following projects:

- \* Office-wide Content Management/ Document Management system requirements definition , Vendor search and product recommendation.
- \* Controller/Tax Collector joint projects for the development of the Roll Extension and Apportionment on the Tax Collector's AS/400.
- \* Work Flow Analysis and Process Improvement

The following deliverables will be produced for each project:

Project Scope  
Project Plans and Schedules  
Status Reports

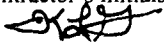
**II. Amount and Method of Payment**

Contractor will be paid at the hourly rate of \$85.00 for services rendered. The total amount of the contract will not exceed \$408,680.00. Contractor will invoice once per month in accordance with Contractor's established billing policy.

**III. Miscellaneous**

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality and the Hold Harmless provision shall survive termination of this Agreement.

Contractor's Initials



**Revised 7/01**

# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: Garrison Consulting  
Contact Person: Karen Garrison  
Address: 1135 Sheila Lane  
Pacifica, CA 94044  
Phone Number: 650-359-0494  
Fax Number: 650-359-0494

### II Employees

Does the Contractor have any employees? ☐ Yes ☒ No

Does the Contractor provide benefits to spouses of employees? ☐ Yes ☐ No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

### III Equal Benefits Compliance (Check one)

- ☐ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.  
☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.  
☐ No, the Contractor does not comply.  
☐ The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

### IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 18th day of December, 2001 at Redwood City  
CA (City)

(State)

Karen L. Garrison  
Signature

Karen L. Garrison  
Name (Please Print)

Principal  
Title

022-42-3629  
Contractor Tax Identification Number

## PRODUCER

Stanly Insurance Brokerage, Inc  
License # 0B67307  
8 California Street  
San Francisco, CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

## INSURED

Garrison Consulting  
1135 Sheila Lane  
Pacifica, CA 94044

INSURER A: Hartford Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57 SBA KL6076 DX	06/04/01	06/04/02	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ EXCLUDED
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS
					OTH- ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named Additional Insured as their interest may appear.  
\* Except for 10 days non-pay. If any questions please call 1 800 457 2379

## CERTIFICATE HOLDER

☒ ADDITIONAL INSURED; INSURER LETTER:

## CANCELLATION

San Mateo County-Office of Tax  
Collector, Attn: Lee Buffington  
555 County Center  
Redwood City, CA 94063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*John Verdi*