



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Assessor – County Clerk - Recorder



DATE: August 29, 2011
BOARD MEETING DATE: September 13, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Mark Church, Assessor-County Clerk-Recorder &
Chief Elections Officer

SUBJECT: Amendment to Agreement with Angelina B. Hunter for Consulting
Services

RECOMMENDATION:

Adopt a Resolution authorizing the:

A) Waiver of the Request for Proposal process;

B) President of the Board to execute an Amendment to the Agreement with Angelina B. Hunter for the provision of consulting services, increasing the not-to-exceed amount by \$43,800, to a new total of \$143,700 and extending the term by 110 days to December 31, 2011; and

C) Assessor-County Clerk-Recorder or his designee to execute subsequent amendments and minor modifications not to exceed \$25,000 in aggregate and to make minor changes in the type of services and activities provided under the Amendment.

BACKGROUND:

Ms. Hunter retired from County employment early this year (1/19/11), after serving more than ten years as Deputy Assessor, preceded by two years as a Principal Appraiser for commercial properties, in our Real Property Group. During the extended recruitment period for her successor, a Principal Appraiser worked out-of-class to cover her key duties. The recently hired successor Deputy began work on August 1. To maintain continuity of services and optimum knowledge transfer during this transition, Ms. Hunter has provided expertise and coordination under a short-term contract, and one extension.

The second extension proposed here pushes the cumulative contract cost beyond \$100,000. The original contract (#13000-11-C175) was for \$65,000, for the period of 1/24/11 through 6/30/11. The first change order extended the term through 7/31/11, for an additional \$18,700. The second change order (current) extended the term through 9/12/11, for an additional \$16,200. The amendment proposed here extends the period

through 12/31/11, for an additional \$43,800. The cumulative total is \$143,700, for a total period of nearly twelve months.

DISCUSSION:

The County Manager waived the Request for Proposal process for the original contract, agreeing that Ms. Hunter qualified as a sole source provider based on her unique knowledge of our processes and systems. Her major areas of responsibility include overseeing the assessment roll closing, promoting successful resolution of commercial assessment appeals, maintaining service continuity and accountability, and transferring her knowledge. The recent installation of her permanent successor intensifies the focus on a smooth transition and justifies waiving the RFP process at this juncture.

An effective transition of management is particularly crucial at this time. First, all three of our deputy assessors retired in the past two years, and Ms. Hunter's deputy position was permanently filled on August 1. Although her successor has deep experience, additional time is necessary to ensure a thorough transfer of knowledge. Second, appeals of commercial property assessments have almost doubled in the last two to three years, and the economic forecast will feed this trend. Optimizing our expertise, productivity, and successful litigation of these high-value and often complex assessments will generate substantial tax revenue and increase our collective intellectual capital.

County Counsel has reviewed and approved the Amendment and Resolution as to form and content. Risk Management has waived the Insurance requirements.

Adoption of this Amendment contributes to the County's Shared Vision 2025 outcome of a Collaborative Community by maximizing knowledge transfer, efficient management succession, accountability, and revenue stability in the assessment of real property.

Performance Measure(s):

Measure	Year End 2008	Year End 2009	Year End 2010
Commercial appeals filed	653	909	1021
Commercial appeals resolved	516	563	535
Related tax dollars at stake	\$26,700,000	\$23,660,000	\$34,400,000
Related tax dollars preserved	\$18,780,000	\$20,130,000	\$31,160,000
County share of preserved \$\$	\$4,130,000	\$4,400,000	\$6,850,000
Roll activities done by close	99.8 % (FY 08-09)	99.9 % (FY 09-10)	99.9 % (FY 10-11)

FISCAL IMPACT:

There is no Net County Cost. This cost item in Account 13100 (Assessor Division) is not in the current budget, but will be covered by Departmental Reserves pursuant to our September Revision, as well as a contract for special project work by another retired deputy assessor

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING THE: A) WAIVER OF THE REQUEST FOR PROPOSAL PROCESS; B) PRESIDENT OF THE BOARD TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH ANGELINA B. HUNTER FOR THE PROVISION OF CONSULTING SERVICES, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$43,800, TO A NEW TOTAL OF \$143,700 AND EXTENDING THE TERM BY 110 DAYS TO DECEMBER 31, 2011; AND C) ASSESSOR-COUNTY CLERK-RECORDER OR HIS DESIGNEE TO EXECUTE SUBSEQUENT AMENDMENTS AND MINOR MODIFICATIONS NOT TO EXCEED \$25,000 IN AGGREGATE AND TO MAKE MINOR CHANGES IN THE TYPE OF SERVICES AND ACTIVITIES PROVIDED UNDER THE AMENDMENT.

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

WHEREAS, Contractor has provided consulting services on these matters under a short-term agreement, for the period beginning January 24, 2011, which has been amended twice to include the period ending September 12, 2011, for a cumulative amount to date of \$99,900, for the purpose of ensuring continuity of service and thorough knowledge transfer to her successor; and

WHEREAS, the Assessor-County Clerk-Recorder wishes to amend the existing agreement to extend the period of work through December 31, 2011, for the additional amount of \$43,800 and a total cumulative contract cost of \$143,700; and

WHEREAS, the County previously waived the Request for Proposal process on the grounds that Contractor's unique knowledge and experience of the Assessor's processes and systems made her a sole source of these services, and that status

continues, and a permanent successor to the Deputy Assessor has recently been installed and requires a thorough transfer of knowledge; and

WHEREAS, it is therefore in the best interest of the County to waive the Request for Proposal process for this Amendment; and

WHEREAS, this Board has been presented with a form of such Amendment and has examined and approved it as to both form and content and desired to enter into the same; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that A) the Request for Proposal Process is waived; and B) the President of this Board of Supervisors be and is hereby authorized and directed to execute said Amendment for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto; and C) the Assessor-County Clerk-Recorder or his designee are hereby authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AMENDMENT TO AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
ANGELINA B. HUNTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ANGELINA B. HUNTER 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 consulting services on December 28, 2010 (Agreement No. 13000-11-C175), for the period of January 24, 2011 through June 30, 2011, for an amount not to exceed \$65,000; and

WHEREAS the parties made a first change order to that Agreement, extending the term through July 31, 2011 and increasing the contract amount by \$18,700; and

WHEREAS, the parties made a second change order to that Agreement, extending the term through September 12, 2011 and increasing the contract amount by \$16,200; and

WHEREAS, the parties wish to make a third amendment to that Agreement, extending the term through December 31, 2011 and increasing the contract amount by \$43,800 and modifying the scope of services;

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

1. Section 2 of the Agreement is amended to read as follows:

Contract Term. The term of this Agreement shall be from 9/13/11 through 12/31/11.

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

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." 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 Agreement exceed one hundred forty-three thousand seven hundred dollars [\$143,700].

3. Exhibit "A" is replaced with Revised Exhibit "A", to read as follows:

Exhibit A: Services to be Performed

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

Consultation

Contractor will consult with the CARE (Office of the Assessor-County Clerk-Recorder & Elections) Department Head, Division managers and Assessor's staff and other CARE contractors and consultants in order to collaborate and to advise, develop and otherwise support the successful planning and implementation of complex assessment matters and assessment systems, including:

- Provide knowledge transfer to a newly hired Deputy Assessor-County Clerk-Recorder in the oversight of departmental and operational processes
- Provide expertise and support activities in re-developing and improving the Assessment Appeals process
- Provide knowledge transfer, training of commercial property appraisers in the valuation/assessment of complex and high-value commercial properties, including hotels, office buildings, biotech, R & D, etc.

Other Duties as Assigned

During the period of this agreement, other work assignments as may arise within the CARE organization, as directed by the Department Head.

Time Frames

During the period of this agreement, Contractor will schedule work to conform to the following estimated timeframes:

- Contractor's typical work week shall consist of three days (Tuesday, Wednesday, and Thursday), each day consisting of six-to-eight hours each.
- The maximum number of hours per week is estimated at 20-24.
- Contractor shall conform her work schedule to specified project requirements
- The maximum number of hours for this entire agreement is estimated at 528.

Focus of Work

It is estimated that Contractor's work will focus on the following:

- 1 – Provide knowledge transfer to the newly hired Deputy Assessor-County Clerk-Recorder (estimated at 6-10 hours per week)
- 2 – Provide expertise and support activities in re-developing and improving the assessment appeals process (estimated at 2-4 hours per week)
- 3 – Provide knowledge transfer and training of commercial appraisers in the valuation/assessment of complex and high-value commercial properties, including hotels, office buildings, biotech, R & D, etc. (estimated at 4-8 hours per week)

4 – Other related matters and assignments that may arise, as directed by the Department Head (estimated at 6-10 hours per week).

4. Exhibit "B" is replaced with Revised Exhibit "B", to read as follows

Exhibit B: Payments and Rates

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Rate

The hourly rate of pay is one hundred ten dollars (\$110).

Invoices

Contractor shall provide an invoice for services rendered. Each invoice shall indicate: (1) the total number of hours worked in the payment period; (2) and the number of hours worked in each of the focus areas listed above, including some identification of any work included under "Other related matters."

Contractor shall provide the invoice on a bi-weekly basis, covering work during the two prior calendar weeks. The first invoice shall be for the period ending Friday, September 23.

Payments

All invoices shall be due and payable within fifteen (15) days of the invoice date.

5. Exhibit "C" is added, being the executed Contractor's Declaration Form, confirming compliance with County law and policy; and
6. Exhibit "D" is added, being the County's "Contract Insurance Approval" form, showing Risk Management's waiver of all standard insurance requirements.
7. In all other respects, the contract as amended remains in full force and effect.

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

COUNTY OF SAN MATEO

By: _____

Carole Groom
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Angelina B. Hunter

Angelina B. Hunter
Contractor's Signature

Date: 8/24/11