

94. Consider recommendations relating to Professional Services Agreements for Real Estate Appraisals and Commercial Economic Analysis professional services. (LA-1)Possible action:
- a. Approve First Amendment to Professional Services Agreement with Hulberg & Associates, Inc., dba Valbridge Property Advisors, relating to providing real estate appraisals and commercial economic analysis professional services, extending the agreement for a nine-month period through December 31, 2024, and amending the Consultant Hourly Rates in Section 10.02, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management.
 - b. Approve First Amendment to Professional Services Agreement with The Doré Group, Inc., relating to providing real estate appraisals and commercial economic analysis professional services, extending the agreement for a nine-month period through December 31, 2024, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management.
 - c. Authorize the County Executive, or designee, to be the Owner's Authorized Representative to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to the Professional Service Agreement including issuance of Project Agreements for services during the term of the Professional Service Agreements, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2024.

(ID# 24-5059)

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE COUNTY OF SANTA CLARA
AND
THE DORE GROUP, INC.
FOR
REAL ESTATE APPRAISALS AND COMMERCIAL ECONOMIC ANALYSIS PROFESSIONAL SERVICES

This First Amendment is entered into by and between the County of Santa Clara, a political subdivision of the State of California ("County" or "Owner"), and **THE DORE GROUP, INC.** ("Consultant"), a California corporation with its principal place of business located at **3990 Old Town Avenue, Suite B104, San Diego, CA 92110**, and amends the Professional Services Agreement ("PSA") entered into by and between the parties on May 7, 2019 for Real Estate Appraisals and Commercial Economic Analysis Professional Services. County and Consultant are each a "Party" and collectively "Parties" to this First Amendment.

RECITALS

WHEREAS, in order to complete projects within the scope of this PSA, Owner and Consultant wish to extend the term of this PSA and update it with new contact information and standard terms related to conflicts of interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, **OWNER AND CONSULTANT** agree to the foregoing and as follows:

1. **Amendments.**

- a. Section 2.06 of the PSA is deleted in its entirety and replaced with the following:

2.06 Term

This Agreement is effective upon the date of full execution by both Parties and shall remain in effect until Expiration date of **12/31/2024**, unless earlier terminated pursuant to any terms of this Agreement. Each PA will set out its own expiration date and in no instance shall the expiration date of any PA exceed the Term of this PSA.

- b. An additional subsection F is added to PSA Section 13.19 (Conflict of Interest) as follows:

F. LEVINE ACT COMPLIANCE. Contractor will comply and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a

Approved: 04/16/2024



proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

- c. References to the County Parks and Recreation Department and Consultant's addresses throughout the PSA are replaced with the following:

County of Santa Clara: Parks & Recreation Department
5965 Silver Creek Valley Road, San Jose, CA 95138

The Dore Group, Inc.
3990 Old Town Avenue, Suite B104, San Diego, CA 92110

2. **Definitions:** Capitalized terms used in this First Amendment without definition shall have the same meaning ascribed to such terms in the PSA.
3. **Entire Agreement:** Except as modified by this First Amendment, all other terms, conditions, and stipulations of the PSA remain in full force and effect. The PSA as amended by this First Amendment, constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the PSA and this First Amendment and shall supersede all prior communications, representations, and understandings or agreements, if any, whether oral or written, concerning the same subject matter and may not be modified or amended in whole or in part, except by a written instrument executed by all Parties hereto. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and extinguished by the amended PSA, as amended by this First Amendment.
4. **Counterparts - Electronic/Digital Signatures:** This First Amendment, may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed this First Amendment. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by County.
5. **Submission of First Amendment- Nonbinding Until Signed:** Each of the Parties agree, accept, and understand that a submission of this First Amendment for examination, review, editing or signature by either Party, in any form or by electronic or digital means, by email, facsimile or DocuSign, by verbal confirmation or discussion or by any other means of delivery, does not constitute a binding agreement or contract, nor does it constitute a meeting of the minds or a commitment to execute the First Amendment thereto, and this First Amendment thereto, shall only be legally binding and enforceable



upon full execution by all Parties. The Parties acknowledge and agree that this First Amendment thereto, are nonbinding on either Party and neither Party may claim any legal rights against the other by reason of the existence of this First Amendment thereto, or by reason of actions taken in reliance upon this First Amendment thereto (including, but not limited to, any obligation to continue negotiations) unless and until this First Amendment thereto, are fully executed by all of the Parties.

6. **Signing Warranty:** By signing below, each signatory for a Party warrants and represents that he/she executed this First Amendment, in his/her authorized capacity, that he/she has the authority to bind the entity or person for whom he/she signs to contractual obligations and that, by his/her signature, the entity or person on behalf of which he/she acted executed this First Amendment.

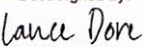
7. **Construction:** This First Amendment shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

8. **COVID-19 Requirements:** Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

IN WITNESS WHEREOF, Owner and Consultant have entered into this First Amendment effective as of the date it is fully executed by all Parties below ("Effective Date").

CONSULTANT: The Dore Group, Inc.

DocuSigned by:

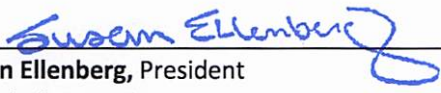


Lance Dore, President

3/21/2024

Date

OWNER: COUNTY OF SANTA CLARA, a political subdivision of the State of California

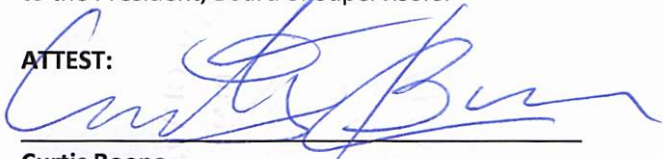

Susan Ellenberg, President
Board of Supervisors

APR 16 2024

Date

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

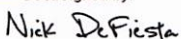

Curtis Boone
Acting Clerk of the Board of Supervisors

APR 16 2024

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:



Nick DeFiesta, Deputy County Counsel



**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE COUNTY OF SANTA CLARA
AND
HULBERG & ASSOCIATES, INC. (doing business as), VALBRIDGE PROPERTY ADVISORS
FOR
REAL ESTATE APPRAISALS AND COMMERCIAL ECONOMIC ANALYSIS PROFESSIONAL SERVICES**

This First Amendment is entered into by and between the County of Santa Clara, a political subdivision of the State of California ("County" or "Owner"), and **HULBERG & ASSOCIATES, INC. (doing business as), VALBRIDGE PROPERTY ADVISORS** ("Consultant"), a California corporation with its principal place of business located at **1530 The Alameda, Suite 100, San Jose, CA 95126**, and amends the Professional Services Agreement ("PSA") entered into by and between the parties on May 7, 2019 for Real Estate Appraisals and Commercial Economic Analysis Professional Services. County and Consultant are each a "Party" and collectively "Parties" to this First Amendment.

RECITALS

WHEREAS, in order to complete projects within the scope of this PSA, Owner and Consultant wish to extend the term of the PSA, revise Consultant's hourly rates based on the Employment Cost Index estimates released January 31, 2024, and update the PSA with new contact information and standard terms related to conflicts of interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, **OWNER AND CONSULTANT** agree to the foregoing and as follows:

1. **Amendments.**

- a. Section 2.06 of the PSA is deleted in its entirety and replaced with the following:

2.06 Term

This Agreement is effective upon the date of full execution by both Parties and shall remain in effect until the Expiration Date of **12/31/2024**, unless earlier terminated pursuant to any terms of this Agreement. Each PA will set out its own expiration date and in no instance shall the expiration date of any PA exceed the Term of this PSA.

- b. An additional subsection F is added to PSA Section 13.19 (Conflict of Interest) as follows:

F. LEVINE ACT COMPLIANCE. Contractor will comply and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the

Approved: 04/16/2024



party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

- c. References to the Parks and Recreation Department and Consultant's addresses throughout the PSA are replaced with the following:

County of Santa Clara: Parks & Recreation Department

5965 Silver Creek Valley Road, San Jose, CA 95138

Hulberg & Associates, Inc., dba Valbridge Property Advisors

1530 The Alameda, Suite 100, San Jose, CA 95126

- d. Consultant's Rate Schedule in Exhibit A is replaced with the following table:

Hulberg & Associates, Inc. (dba, Valbridge Property Advisors)	Billable Hourly Rate
Norman Hulberg, MAI Sr. Managing Director	\$394
Walter Carney, MAI	\$394
Josh Fronen, MAI	\$390
Senior Appraisers	\$352 - \$394
Appraisers	\$312 - \$378

2. **Definitions:** Capitalized terms used in this First Amendment without definition shall have the same meaning ascribed to such terms in the PSA.
3. **Entire Agreement:** Except as modified by this First Amendment, all other terms, conditions, and stipulations of the PSA remain in full force and effect. The PSA as amended by this First Amendment, constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the PSA and this First Amendment and shall supersede all prior communications, representations, and understandings or agreements, if any, whether oral or written, concerning the same subject matter and may not be modified or amended in whole or in part, except by a written instrument executed by all Parties hereto. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and extinguished by the amended PSA, as amended by this First Amendment.
4. **Counterparts - Electronic/Digital Signatures:** This First Amendment, may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original



provided all of the Parties have fully executed this First Amendment. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by County.

5. **Submission of First Amendment- Nonbinding Until Signed:** Each of the Parties agree, accept, and understand that a submission of this First Amendment for examination, review, editing or signature by either Party, in any form or by electronic or digital means, by email, facsimile or DocuSign, by verbal confirmation or discussion or by any other means of delivery, does not constitute a binding agreement or contract, nor does it constitute a meeting of the minds or a commitment to execute the First Amendment thereto, and this First Amendment thereto, shall only be legally binding and enforceable upon full execution by all Parties. The Parties acknowledge and agree that this First Amendment thereto, are nonbinding on either Party and neither Party may claim any legal rights against the other by reason of the existence of this First Amendment thereto, or by reason of actions taken in reliance upon this First Amendment thereto (including, but not limited to, any obligation to continue negotiations) unless and until this First Amendment thereto, are fully executed by all of the Parties.

6. **Signing Warranty:** By signing below, each signatory for a Party warrants and represents that he/she executed this First Amendment, in his/her authorized capacity, that he/she has the authority to bind the entity or person for whom he/she signs to contractual obligations and that, by his/her signature, the entity or person on behalf of which he/she acted executed this First Amendment.

7. **Construction:** This First Amendment shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

//

//

//

//

//

//

//

//

//

//

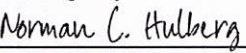
//



8. **COVID-19 Requirements:** Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

IN WITNESS WHEREOF, Owner and Consultant have entered into this First Amendment effective as of the date it is fully executed by all Parties below ("Effective Date").


CONSULTANT: HULBERG & ASSOCIATES, INC. (doing business as), VALBRIDGE PROPERTY ADVISORS

DocuSigned by:

Norman Hulberg, Sr. Managing Director

3/22/2024

Date

OWNER: COUNTY OF SANTA CLARA, a political subdivision of the State of California


Susan Ellenberg, President
Board of Supervisors

APR 16 2024

Date

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:


Curtis Boone
Acting Clerk of the Board of Supervisors

APR 16 2024

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Nick DeFiesta, Deputy County Counsel





APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

Date of Submission:	3/27/2024		
User Agency/Department(s):	Parks & Recreation	Budget Unit #:	0710

SECTION I

☐ REQUEST TO SOURCE A NEW CONTRACT BEYOND FIVE YEARS IN TERM

Complete this section only if sourcing a new contract that will exceed a five-year term and proceed to Section IV. If you are extending an existing contract, please continue to Section II.

Anticipated Contract Start Date:		Total Length of Term: (In months, excluding extension options)	
Anticipated Contract End Date:			
Comments:			
Budgeted Amount of Project:	\$		
Proposed Contractor Name:			
Description of Goods or Services:			

SECTION II

☒ REQUEST TO EXTEND EXISTING CONTRACT BEYOND FIVE YEARS IN TERM

Complete Sections II and III only if extending an existing contract beyond a five-year term.

Contract/PO Number:	N/A		
Contractor Name:	The Dore Group, Inc.		
Current Contract Start Date:	05/07/2019	Current Contract End Date:	05/06/2024
Total Current Value of Agreement:	\$ 1000000		
Description of Goods or Services:	Provide real estate appraisals and commercial economic analysis professional services.		

SECTION III

PROPOSED CONTACT EXTENSION DETAILS

If extending an existing contract beyond a five-year term, please provide details on the proposed extension.

Recommended # of Months Extension:	8
Recommended End Date:	12/31/2024
Recommended Additional Contract Value:	\$ 0.00
Recommended Total Contract Value:	\$ 1000000.00



APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

SECTION IV

PREAPPROVAL HISTORY

Please attach a copy of all previously signed preapproval forms for this contract (e.g., Justification for Exception to Competitive Procurement, Request for a Beyond 5 Year Contract Term, etc.) with your submission.

What is the acquisition method used to source this contract? RFP

Has an Approval Request for a Beyond 5 Year Contract Term been approved for this contract previously?



Yes



No

If yes, how many times has this contract been previously approved for a Beyond 5 Year Contract Term?

SECTION V

Mark appropriate box for Contract's Signature Authority



Board of Supervisors



Delegated to Department Head or designee



Chief Procurement Officer/Director of Procurement or Designee

SECTION VI

Pursuant to Board Policy 5.4.5.4, **EXCEPTIONS** to the maximum 5-year term limit for Professional Services are listed below. Select the appropriate exception(s).

- | | |
|----------------------------------|--|
| <input type="radio"/> | (1) When the funding source for a contract provides that the contract term must exceed five years. Such funding sources may include the State or Federal government or an outside funding source (private or foundation grant). |
| <input type="radio"/> | (2) When the County "piggybacks" on another jurisdiction's contract that is more than five years or that is subsequently extended for more than the initial five-year term. |
| <input type="radio"/> | (3) When a specific law, code or regulation requires that a particular type of contract include certain contract terms(s) that exceed 5 years. Please provide a specific citation below. |
| <input type="radio"/> | (4) Contracts for goods, which includes equipment, that have a lifespan that exceeds five years and the benefits to the County of exceeding a five-year term outweigh the benefits of creating and executing a new contract after five years |
| <input type="radio"/> | (5) Contracts for technology software or hardware that have a lifespan exceeding five years and the benefits to the County of exceeding a five-year term outweigh the benefits of creating and executing a new contract after five years |
| <input type="radio"/> | (6) Proprietary maintenance contracts. |
| <input type="radio"/> | (7) Contracts for project-specific professional services where the length of the project is expected to exceed five years. |
| <input type="radio"/> | (8) Revenue contracts. |
| <input type="radio"/> | (9) Contracts with other governmental entities. |
| <input checked="" type="radio"/> | (10) When an Agency/Department is otherwise able to justify that it is in the County's best interest to exceed the maximum 5-year term requirement. For example, an Agency/Department is able to demonstrate that the financial and/or programmatic impact on the County would be significant if the contract term does not exceed the maximum 5-year term requirement [Specific rationale must be provided in Section VIII, below]. |



APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

SECTION VII

Provide a narrative explanation below:

A. BACKGROUND (Describe the good or services procured)

The multi-year PSA provides a mechanism for contracting with The Doré Group, Inc. to work on a variety of projects for the Parks and Recreation Department (Department) during the term of the contract. The firm will provide appraisal services for the following Service Areas: Service Area 1- Appraisal of varied interests in real properties; Service Area 2 - Preparation of Commercial Economic Analysis (CEAs); Service Area 3 - Review and provision of advice to the Department regarding appraisal reports and CEAs, including those reports submitted by other entities.

Real Estate Appraisals and/or appraisal consultant services are needed for the Department to complete the purchase and sale of real property.

B. CONTRACT HISTORY, if applicable. (How was the contract awarded? What were the events that occurred prior to the end of the contract term?)

The Department issued the RFP on January 16,2019, (RFP-PRK-FY19-0150), which was posted both on County's bid management website, www.bidsync.com, and on the Department's website, www.parkhere.org, to invite qualified consulting firms to submit a proposal for stated appraisal services. In addition, the Department sent an email invitation to twenty local appraisal firms that expressed an interest in receiving such solicitation.

On February 4,2019, Addendum No.I was posted to respond to questions that were received in a timely manner by interested proposers to provide a response clarification.

The posting of the RFP in BidSync resulted in 39 potential consulting firms viewing the RFP, of which twelve downloaded it. The RFP closed on February 13,2019. Four proposals were received on or before the due date of February 13,2019, one proposal was received after the due date on February 14,2019, and per rules of the RFP was automatically disqualified without consideration. The evaluation process proceeded thereafter. An Evaluation Committee (Committee) was formed for the evaluation and selection process comprising of representatives from the Department, Facility and Fleet Department, and one evaluator from outside the County. Proposals were evaluated using the evaluation criteria outlined in the RFP. Evaluations were conducted, and the Committee recommended Hulberg & Associates, Inc. dba Valbridge Property Advisors, Smith & Associates, and The Doré Group, Inc. for the real estate appraisal and economic analysis services. Based on the Committee's recommendation, the Department proceeded with the final negotiations.



APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

C. REASONS FOR CONTRACT TERM EXTENSION (Provide an explanation to support your selection in Section VI, including any relevant market research)

The contract with The Doré Group, Inc. expires May 6, 2024.

Currently, the Department is working on a competitive selection process for Real Estate Appraisals and Commercial Economic Analysis Professional Services.

This amendment would extend the contract term for the PSA, allowing for continuity in services and ensure the Department has the vital documentation for critical projects.

D. RECOMMENDATION TO CURE ISSUE(S) (If applicable)

SECTION VIII:

SOURCING PROJECT DETAILS

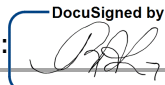

If your preapproval is requesting additional time to conduct a solicitation or source a successor contract, please outline your anticipated project schedule below. Include any relevant information on the sourcing project to date, such as the Master Acquisition List (MAL) ID number, draft of ICP preapproval request, or other references that may demonstrate progress on the sourcing project.

The anticipated project schedule to conduct the solicitation will commence April 2024. The award date will be the second half of 2024; with an estimated contract start date of 01/01/2025.



APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

SECTION IX

Requesting Contracts Manager:	Print Name: Rossana Lezama Signature: 
Requesting Agency/Department Director:	Print Name: Don Rocha Signature: 
Centralized Procurement Division Manager: <i>(If applicable)</i>	Print Name: _____ Signature: _____

SECTION X

DECISION AND REQUIRED STEPS FOLLOWING DECISION (To be completed by OCCM)


<input type="radio"/>	Attach to Service Agreement Checklist/Cover Sheet	<input type="radio"/>	Attach to Legislative File
<input type="radio"/>	Attach to PO/Contract File	<input checked="" type="radio"/>	Attach to Delegation of Authority Cover Sheet
<input checked="" type="radio"/>	Approved	Comments:	
<input type="radio"/>	Approved with Conditions	Comments:	
<input type="radio"/>	Returned for Possible Reconsideration	Comments:	
<input type="radio"/>	Denied	Comments:	

SECTION XI

Office of Countywide Contracting Management Approval	Initials 
--	--

SECTION XII

Office of Countywide Contracting Management Signature

Signature  <small>DocuSigned by: Leticia Gordon</small> <small>FC91A7A3FE2849D...</small>	Date on behalf of Ky Le, Deputy County Executive 3/28/2024
--	---



APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

Date of Submission:	3/27/2024		
User Agency/Department(s):	Parks & Recreation	Budget Unit #:	0710

SECTION I

☐ REQUEST TO SOURCE A NEW CONTRACT BEYOND FIVE YEARS IN TERM

Complete this section only if sourcing a new contract that will exceed a five-year term and proceed to Section IV. If you are extending an existing contract, please continue to Section II.

Anticipated Contract Start Date:		Total Length of Term: (In months, excluding extension options)	
Anticipated Contract End Date:			
Comments:			
Budgeted Amount of Project:	\$		
Proposed Contractor Name:			
Description of Goods or Services:			

SECTION II

☒ REQUEST TO EXTEND EXISTING CONTRACT BEYOND FIVE YEARS IN TERM

Complete Sections II and III only if extending an existing contract beyond a five-year term.

Contract/PO Number:	N/A		
Contractor Name:	Hulberg & Associates, Inc., dba Valbridge Property Advisors		
Current Contract Start Date:	05/07/2019	Current Contract End Date:	05/06/2024
Total Current Value of Agreement:	\$ 1000000.00		
Description of Goods or Services:	Provide real estate appraisals and commercial economic analysis professional services.		

SECTION III

PROPOSED CONTACT EXTENSION DETAILS

If extending an existing contract beyond a five-year term, please provide details on the proposed extension.

Recommended # of Months Extension:	8
Recommended End Date:	12/31/2024
Recommended Additional Contract Value:	\$ 0.00
Recommended Total Contract Value:	\$ 1000000.00



APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

SECTION IV

PREAPPROVAL HISTORY

Please attach a copy of all previously signed preapproval forms for this contract (e.g., Justification for Exception to Competitive Procurement, Request for a Beyond 5 Year Contract Term, etc.) with your submission.

What is the acquisition method used to source this contract? RFP

Has an Approval Request for a Beyond 5 Year Contract Term been approved for this contract previously?



Yes



No

If yes, how many times has this contract been previously approved for a Beyond 5 Year Contract Term?

SECTION V

Mark appropriate box for Contract's Signature Authority



Board of Supervisors



Delegated to Department Head or designee



Chief Procurement Officer/Director of Procurement or Designee

SECTION VI

Pursuant to Board Policy 5.4.5.4, **EXCEPTIONS** to the maximum 5-year term limit for Professional Services are listed below. Select the appropriate exception(s).

- | | |
|----------------------------------|--|
| <input type="radio"/> | (1) When the funding source for a contract provides that the contract term must exceed five years. Such funding sources may include the State or Federal government or an outside funding source (private or foundation grant). |
| <input type="radio"/> | (2) When the County "piggybacks" on another jurisdiction's contract that is more than five years or that is subsequently extended for more than the initial five-year term. |
| <input type="radio"/> | (3) When a specific law, code or regulation requires that a particular type of contract include certain contract terms(s) that exceed 5 years. Please provide a specific citation below. |
| <input type="radio"/> | (4) Contracts for goods, which includes equipment, that have a lifespan that exceeds five years and the benefits to the County of exceeding a five-year term outweigh the benefits of creating and executing a new contract after five years |
| <input type="radio"/> | (5) Contracts for technology software or hardware that have a lifespan exceeding five years and the benefits to the County of exceeding a five-year term outweigh the benefits of creating and executing a new contract after five years |
| <input type="radio"/> | (6) Proprietary maintenance contracts. |
| <input type="radio"/> | (7) Contracts for project-specific professional services where the length of the project is expected to exceed five years. |
| <input type="radio"/> | (8) Revenue contracts. |
| <input type="radio"/> | (9) Contracts with other governmental entities. |
| <input checked="" type="radio"/> | (10) When an Agency/Department is otherwise able to justify that it is in the County's best interest to exceed the maximum 5-year term requirement. For example, an Agency/Department is able to demonstrate that the financial and/or programmatic impact on the County would be significant if the contract term does not exceed the maximum 5-year term requirement [Specific rationale must be provided in Section VIII, below]. |



APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

SECTION VII

Provide a narrative explanation below:

A. BACKGROUND (Describe the good or services procured)

The multi-year PSA provides a mechanism for contracting with Hulberg & Associates, Inc., dba Valbridge Property Advisors to work on a variety of projects for the Department during the term of the contract. The firm will provide appraisal services for the following Service Areas: Service Area 1- Appraisal of varied interests in real properties; Service Area 2 - Preparation of Commercial Economic Analysis (CEAs); Service Area 3 - Review and provision of advice to the Department regarding appraisal reports and CEAs, including those reports submitted by other entities.

Real Estate Appraisals and/or appraisal consultant services are needed for the Department to complete the purchase and sale of real property.

B. CONTRACT HISTORY, if applicable. (How was the contract awarded? What were the events that occurred prior to the end of the contract term?)

The Department issued the RFP on January 16, 2019, (RFP-PRK-FY19-0150), which was posted both on County's bid management website, www.bidsync.com, and on the Department's website, www.parkhere.org, to invite qualified consulting firms to submit a proposal for stated appraisal services. In addition, the Department sent an email invitation to twenty local appraisal firms that expressed an interest in receiving such solicitation.

On February 4, 2019, Addendum No. I was posted to respond to questions that were received in a timely manner by interested proposers to provide a response clarification.

The posting of the RFP in BidSync resulted in 39 potential consulting firms viewing the RFP, of which twelve downloaded it. The RFP closed on February 13, 2019. Four proposals were received on or before the due date of February 13, 2019, one proposal was received after the due date on February 14, 2019, and per rules of the RFP was automatically disqualified without consideration. The evaluation process proceeded thereafter. An Evaluation Committee (Committee) was formed for the evaluation and selection process comprising of representatives from the Department, Facility and Fleet Department, and one evaluator from outside the County. Proposals were evaluated using the evaluation criteria outlined in the RFP. Evaluations were conducted, and the Committee recommended Hulberg & Associates, Inc. dba Valbridge Property Advisors, Smith & Associates, and The Doré Group, Inc. for the real estate appraisal and economic analysis services. Based on the Committee's recommendation, the Department proceeded with the final negotiations.



APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

C. REASONS FOR CONTRACT TERM EXTENSION (Provide an explanation to support your selection in Section VI, including any relevant market research)

The contract with Hulberg & Associates, Inc. dba Valbridge Property Advisors expires May 6, 2024.

Currently, the Department is working on a competitive selection process for Real Estate Appraisals and Commercial Economic Analysis Professional Services.

This amendment would extend the contract term for the PSA, allowing for continuity in services and ensure the Department has the vital documentation for critical projects.

D. RECOMMENDATION TO CURE ISSUE(S) (If applicable)

SECTION VIII:

SOURCING PROJECT DETAILS

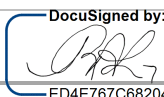
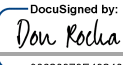
If your preapproval is requesting additional time to conduct a solicitation or source a successor contract, please outline your anticipated project schedule below. Include any relevant information on the sourcing project to date, such as the Master Acquisition List (MAL) ID number, draft of ICP preapproval request, or other references that may demonstrate progress on the sourcing project.

The anticipated project schedule to conduct the solicitation will commence April 2024. The award date will be the second half of 2024; with an estimated contract start date of 01/01/2025.



APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

SECTION IX


Requesting Contracts Manager:	Print Name: Rossana Lezama
	Signature:  <small>DocuSigned by: ED4E767C68204F1...</small>
Requesting Agency/Department Director:	Print Name: Don Rocha
	Signature:  <small>DocuSigned by: 80620979E492402...</small>
Centralized Procurement Division Manager: <i>(If applicable)</i>	Print Name:
	Signature:

SECTION X

DECISION AND REQUIRED STEPS FOLLOWING DECISION (To be completed by OCCM)

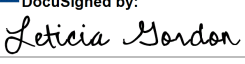
<input type="radio"/>	Attach to Service Agreement Checklist/Cover Sheet	<input type="radio"/>	Attach to Legislative File
<input type="radio"/>	Attach to PO/Contract File	<input checked="" type="radio"/>	Attach to Delegation of Authority Cover Sheet
<input checked="" type="radio"/>	Approved	Comments:	
<input type="radio"/>	Approved with Conditions	Comments:	
<input type="radio"/>	Returned for Possible Reconsideration	Comments:	
<input type="radio"/>	Denied	Comments:	

SECTION XI

Office of Countywide Contracting Management Approval	Initials 
--	--

SECTION XII

Office of Countywide Contracting Management Signature

Signature  <small>DocuSigned by: FC91A7A3FE2849D...</small>	Date on behalf of Ky Le, Deputy County Executive 3/28/2024
---	---



Levine Act Contractor Form:
Identification of Subcontractors and Agents

Completed form submitted to the County of Santa Clara is a public record.

This Section to be completed by County Staff after Form is completed by Contractor:

Date of Board of Supervisors Meeting

When Agreement/Amendment Will Be Considered: 4/16/2024

Legislative File No.: 24-5059

Instructions to Contractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara ("Agreement") that will be submitted to the County of Santa Clara Board of Supervisors for consideration, any party entering into the Agreement with the County ("Contractor") must:

- 1) Fill out Sections A, B, C, and D of this form.
 - a. For Section B, list any subcontractors identified in Contractor's solicitation/grant proposal and/or in Contractor's Agreement with the County ("Subcontractor").
- 2) Provide a separate Levine Act Subcontractor Form: Identification of Agents to each Subcontractor, if any, listed in Section B, and collect a completed form from each Subcontractor.
- 3) Provide this form and each completed Levine Act Subcontractor Form: Identification of Agents to the designated County of Santa Clara contract manager for this Agreement.

NOTE: This form is for the identification of Contractor's Subcontractors and agents only. If a Contractor, Subcontractor, or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures online at <https://www.sccgov.org/levineact>.

SECTION A – CONTRACTOR AND AGREEMENT INFORMATION

Contractor Legal Name

(include d/b/a if applicable):

The Dore Group, Inc.

Title or Short Description of Agreement:

Real Estate Appraisal Services

SECTION B – SUBCONTRACTORS FOR THIS AGREEMENT

Provide list of Contractor's Subcontractors for this Agreement:

	Name of Subcontractor(s):
1.	Santolucito Dore Group, Inc. DBA SD Group
2.	
3.	
4.	

If there are more than four Subcontractors, please submit a supplemental form. If attaching a supplemental form, check this box: ☐

If no Subcontractors, check this box: ☐

(Continue to page 2)



**Levine Act Contractor Form:
Identification of Subcontractors and Agents**

Completed form submitted to the County of Santa Clara is a public record.

SECTION C – CONTRACTOR’S AGENTS

Provide list of Contractor’s Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3ⁱ](#)) for this Agreement:

	Name of Agent(s):	Name of Agent’s Firm (if applicable):
1.	Christine S. Santolucito	Santolucito Dore Group, Inc. DBA SD Group
2.		
3.		
4.		
5.		
6.		

If no Agents, check this box: ☐

SECTION D – CONTRACTOR SIGNATURE

The undersigned declares that they are a representative of Contractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Lance W. Dore

President / CEO

Printed Name

Title

2/28/2024

Contractor’s Authorized Representative Signature

Date

ⁱ California Code of Regulations section 18438.3 states:

(a) A person is the ‘agent’ of a party to, or a participant in, a pending proceeding involving a license, permit or other entitlement for use only if the person represents that party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.

(b) If an individual acting as an agent is also acting as an employee or member of a law, architectural, engineering or consulting firm, or a similar entity or corporation, both the entity or corporation and the individual are “agents.”

(c) “Communication with the governmental agency for the purpose of influencing the proceeding” does not include:

(1) Drawings or submissions of an architectural, engineering, or similar nature prepared by a person for a client to submit in a proceeding before the agency if:

(A) The work is performed pursuant to the person’s profession; and

(B) The person does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official; or

(2) Purely technical data or analysis provided to an agency by a person who does not otherwise engage in direct communication for the purpose of influencing the proceeding.



Levine Act Subcontractor Form:

Identification of Agents

Completed form submitted to the County of Santa Clara is a public record.

This Section to be completed by County Staff after Form is completed by Subcontractor:

Date of Board of Supervisors Meeting	4/16/2024
When Agreement/Amendment Will Be Considered:	
Legislative File No.:	24-5059

Instructions to Subcontractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara ("Agreement") that will be submitted to the County of Santa Clara Board of Supervisors for consideration, this form must be separately filled out by any subcontractor identified in the solicitation/grant/sponsorship proposal or in the Agreement with the County ("Subcontractor"). Upon completion, return this form to the Agreement contractor or grant/sponsorship recipient ("Contractor") for submission to the County.

NOTE: This form is for the identification of Subcontractor's agents only. If a Subcontractor or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures at <https://www.sccgov.org/levineact>.

Subcontractor Legal Name (include d/b/a if applicable): Santolucito Dore Group, Inc.
DBA SD Group

Title or Short Description of Agreement: Real Estate Appraisal Services

Provide list of Subcontractor's Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3¹](#)) for this Agreement:

	Name of Agent(s):
1.	Christine S. Santolucito
2.	
3.	
4.	

If there are more than four Agents, please submit a supplemental form. If attaching a supplemental form, check this box: ☐

If no Agents, check this box: ☐

The undersigned declares that they are a representative of Subcontractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Christine S. Santolucito

Printed Name

President / CEO

Title



Subcontractor's Authorized Representative Signature

2/28/2024

Date



This Section to be completed by County Staff after Form is completed by Contractor:	
Date of Board of Supervisors Meeting When Agreement/Amendment Will Be Considered:	4/16/2024
Legislative File No.:	24-5059

Instructions to Contractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara ("Agreement") that will be submitted to the County of Santa Clara Board of Supervisors for consideration, any party entering into the Agreement with the County ("Contractor") must:

- 1) Fill out Sections A, B, C, and D of this form.
 - a. For Section B, list any subcontractors identified in Contractor's solicitation/grant proposal and/or in Contractor's Agreement with the County ("Subcontractor").
- 2) Provide a separate Levine Act Subcontractor Form: Identification of Agents to each Subcontractor, if any, listed in Section B, and collect a completed form from each Subcontractor.
- 3) Provide this form and each completed Levine Act Subcontractor Form: Identification of Agents to the designated County of Santa Clara contract manager for this Agreement.

NOTE: This form is for the identification of Contractor's Subcontractors and agents only. If a Contractor, Subcontractor, or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures online at

SECTION A – CONTRACTOR AND AGREEMENT INFORMATION

Contractor Legal Name
(include d/b/a if applicable):

Hulberg & Associates, d/ba Valbridge Property

Title or Short Description of Agreement:

appraisal services

SECTION B – SUBCONTRACTORS FOR THIS AGREEMENT

Provide list of Contractor's Subcontractors for this Agreement:

	Name of Subcontractor(s):
1.	none
2.	
3.	
4.	

If there are more than four Subcontractors, please submit a supplemental form. If attaching a supplemental form, check this box: ☐

If no Subcontractors, check this box: ☐

(Continue to page 2)



Levine Act Contractor Form:
Identification of Subcontractors and Agents
Completed form submitted to the County of Santa Clara is a public record.

SECTION C – CONTRACTOR’S AGENTS

Provide list of Contractor’s Agents (as that term is defined under Government Code section 84308 and) for this Agreement:

	Name of Agent(s):	Name of Agent’s Firm (if applicable):
1.		
2.		
3.		
4.		
5.		
6.		

If no Agents, check this box: ☒

SECTION D – CONTRACTOR SIGNATURE

The undersigned declares that they are a representative of Contractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Norman C. Hulberg
Printed Name

President
Title

Norman C. Hulberg
Contractor’s Authorized Representative Signature

3-13-24
Date

¹ California Code of Regulations section 18438.3 states:

(a) A person is the ‘agent’ of a party to, or a participant in, a pending proceeding involving a license, permit or other entitlement for use only if the person represents that party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.

(b) If an individual acting as an agent is also acting as an employee or member of a law, architectural, engineering or consulting firm, or a similar entity or corporation, both the entity or corporation and the individual are “agents.”

(c) “Communication with the governmental agency for the purpose of influencing the proceeding” does not include:

(1) Drawings or submissions of an architectural, engineering, or similar nature prepared by a person for a client to submit in a proceeding before the agency if:

(A) The work is performed pursuant to the person’s profession; and

(B) The person does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official; or

(2) Purely technical data or analysis provided to an agency by a person who does not otherwise engage in direct communication for the purpose of influencing the proceeding.

County of Santa Clara
Parks and Recreation Department



24-5059

DATE: April 16, 2024

TO: Board of Supervisors

FROM: Don Rocha, Director, Parks and Recreation Department

SUBJECT: First Amendment to Professional Services Agreements with Hulberg & Associates, Inc., dba Valbridge Property Advisors; and The Doré Group, Inc.

RECOMMENDED ACTION

Consider recommendations relating to Professional Services Agreements for Real Estate Appraisals and Commercial Economic Analysis professional services. (LA-1)

Possible action:

- a. Approve First Amendment to Professional Services Agreement with Hulberg & Associates, Inc., dba Valbridge Property Advisors, relating to providing real estate appraisals and commercial economic analysis professional services, extending the agreement for a nine-month period through December 31, 2024, and amending the Consultant Hourly Rates in Section 10.02, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management.
- b. Approve First Amendment to Professional Services Agreement with The Doré Group, Inc., relating to providing real estate appraisals and commercial economic analysis professional services, extending the agreement for a nine-month period through December 31, 2024, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management.
- c. Authorize the County Executive, or designee, to be the Owner's Authorized Representative to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to the Professional Service Agreement including issuance of Project Agreements for services during the term of the Professional Service Agreements, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2024.

Approved: 04/16/2024

FISCAL IMPLICATIONS

There is no impact to the County General Fund as a result of the recommended action.

The Parks and Recreation Department has adequate funding in its operational budget for any new project amendments executed during the extension term.

CONTRACT HISTORY

On May 7, 2019 (Item No. 67), the Board of Supervisors (the “Board”) approved three Professional Services Agreements (“PSAs”) related to Real Estate Appraisal and Commercial Economic Analysis Services with Hulberg & Associates, Inc., dba Valbridge Property Advisors, The Doré Group, Inc., and Smith & Associates, each for an amount not to exceed \$1,000,000, for period May 7, 2021, through May 6, 2024.

REASONS FOR RECOMMENDATION AND BACKGROUND

The existing PSAs expire on May 6, 2024. Currently, the Parks and Recreation Department (the “Department”) is working on a competitive selection process for these professional services. At the request of Administration, the selection process was extended to allow the inclusion of other County departments (e.g., Roads and Airports, Office of Supporting Housing, and Facilities and Fleet) to negotiate and draft a Countywide contract.

This amendment would extend the contract term for the PSAs with Hulberg & Associates, Inc., dba Valbridge Property Advisors, and The Doré Group, Inc., allowing for continuity in services, bridging the gap until the selection process is complete and a new contract is in place.

Smith & Associates, Inc., did not wish to extend the contract term.

Reason for request of Delegation of Authority

Although delegations of authority are discouraged except under certain circumstances, this delegation of authority is necessary to allow the County Executive, or his designee, to issue and manage individual Project Agreements (“PAs”) to meet deadlines for Department issued requests for appraisal services to ensure consistency and timely delivery of needed services. Therefore, this delegation would give the County Executive, or his designee, the ability to negotiate, execute, amend, or terminate PAs, and to make administrative amendments to PSAs related to ordinance and hourly rate changes, thereby preventing costly delays. Without a delegated authority the Department would be unable to take advantage of a master PSAs to facilitate efficient and timely execution of real estate appraisal and commercial economic analysis professional services.

CHILD IMPACT

The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

CONSEQUENCES OF NEGATIVE ACTION

The PSAs will expire on May 6, 2024, preventing the Department from being able to meet property appraisal needs if they arise after that date.

STEPS FOLLOWING APPROVAL

Notify Rossana Lezama, Parks and Recreation Department.

ATTACHMENTS:

- Attachment A – Dore Group First Amendment
- Attachment B – Hulberg First Amendment
- Attachment C – Dore B5Y
- Attachment D – Hulberg B5Y
- Attachment E – Dore Levine Act Forms
- Attachment F – Hulberg Levine Act Form