

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



730

FROM: Economic Development Agency

SUBMITTAL DATE:

May 22, 2013

SUBJECT: First Amendment to Agreement for Real Estate Appraisal Services for the Neighborhood Stabilization Program

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the extension of the term of the attached approved pre-qualified list of professional real estate appraisers for one additional year ending June 30, 2014;
2. Approve the attached template of the First Amendment to Agreement for Real Estate Appraisal Services; and
3. Authorize the Assistant County Executive Officer/EDA, or designee, to execute the first amendments and take all necessary steps to implement the first amendments including, but not limited to, signing subsequent essential and relevant documents subject to approval by County Counsel.

BACKGROUND: (Commences on Page 2)


Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 60,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

COMPANION ITEM ON BOARD AGENDA: No

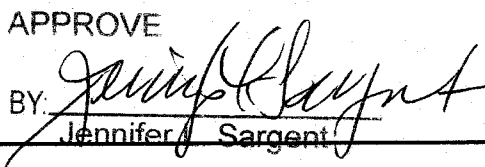
SOURCE OF FUNDS: Neighborhood Stabilization Program Funds

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: 
Jennifer Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley

Nays: None

Absent: Tavaglione

Date: June 4, 2013

EDA Auditor

Kecia Harper-Ihem
Clerk of the Board

Deputy

Prev. Agn. Ref.: 3.18 of 6/12/12

District: ALL

Agenda Number: 3-11

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On March 21, 2012, the County of Riverside Economic Development Agency (EDA) issued a Request for Qualifications (RFQ) to develop a pool of qualified real estate appraisers for the Neighborhood Stabilization Program (NSP) in conformance with Board Policy H-7, for the purpose of selecting contracted providers within cost and time constraints.

On June 12, 2012, the Board of Supervisors approved a list of three selected professional real estate appraisers and authorized EDA to enter into agreements with the approved appraisers for a period of one year, expiring June 30, 2013.

All three appraisers on the list have been utilized on an as-needed basis and have contributed to the success of the County of Riverside's NSP, which has garnered top performance among 307 state and local government participants. Staff recommends that the Board authorize the extension of the approved pre-qualified list of appraisers for an additional year, ending June 30, 2014. Such extension is consistent with Board Policy H-7. Further, staff recommends that the Board approve the attached template of the First Amendment to Agreement for Real Estate Services (First Amendments) and that the Board authorize the Assistant County Executive Officer/EDA to execute the First Amendments to allow the existing agreements with the pre-approved appraisers to extend for an additional year, until June 30, 2014.

Appraisal services will continue to be utilized on an as-needed basis via the issuance of purchase orders for negotiated services including, but not limited to, agreement on the scope of work, terms, conditions and compensations.

Professional appraisal service fees for the NSP projects have ranged between \$300 to \$600, with an estimated average service fee of \$416. Over the course of fiscal year 2012-2013, approximately 114 appraisals were produced upon acquisition of foreclosed properties or upon post-rehabilitation and resale of properties for a total of \$47,725 in NSP funds. Staff is recommending allocating \$60,000, to be used for continued services for Real Estate Services for the Neighborhood Stabilization Program.

County Counsel has reviewed and approved the attached template of the First Amendment to Agreement for Appraisal Services as to form. Staff recommends that the Board approve the attached template of the First Amendment to Agreement for Real Estate Appraisal Services.

FINANCIAL DATA:

All costs related to the appraisal of properties will be fully funded with NSP funds. The County of Riverside has budgeted this expense in the FY 2013/2014 budget.

Attachments:

Exhibit A - NSP Approved Appraiser List for July 1, 2013 to June 30, 2014

Exhibit B - Template – First Amendment to Agreement for Appraisal Services

Exhibit A

**NSP Approved Appraiser List
for July 1, 2013 to June 30, 2014**



**Pre-Qualified Real Estate Appraisal Service Providers
Neighborhood Stabilization Programs (NSP)
July 1, 2013-June 30, 2014**

- 1) Flavia Krieg, Appraisal Associates
5902 Magnolia Avenue
Riverside, CA 92506
(951) 686-9661
fkrieg@appraisal-consultants.com
- 2) Len Perdue, Len Perdue and Associates
2061 Third Street, Suite G
Riverside, CA 92507
(951) 686-6470
len@lenperdue.com
- 3) Robert King, Del Rey Appraisal Services
28131 White Sand Trail
Moreno Valley, CA 92555
(951) 850-4115
bking@delreyappraisal.com

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Exhibit B

Template

First Amendment to Agreement for Appraisal Services

**FIRST AMENDMENT TO AGREEMENT FOR REAL ESTATE APPRAISAL SERVICES
BETWEEN THE COUNTY OF RIVERSIDE AND
APPRAISAL COMPANY NAME
NEIGHBORHOOD STABILIZATION PROGRAM**

This First Amendment to the Agreement for Appraisal Services ("First Amendment") is made and entered into as of the _____ day of _____, 2013 by and between the County of Riverside, a political subdivision of the State of California, by and through its ECONOMIC DEVELOPMENT AGENCY (hereinafter "Agency") and APPRAISER NAME COMPANY, (hereinafter "Appraiser").

WITNESSETH:

WHEREAS, Agency and Appraiser entered into the Agreement for Real Estate Appraisal Services ("Agreement") dated June 13, 2012;

WHEREAS, Agency selected Appraiser based on their qualifications pursuant to a Request for Qualifications and as outlined in the Prequalification for and Procurement of Professional Real Estate Appraisal Services accepted by the Board of Supervisors on June 12, 2012;

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement;

WHEREAS, Agency and Appraiser desire to amend the Agreement to extend the term for an additional year; and

WHEREAS, amending the Agreement will assist Agency to implement the Neighborhood Stabilization Program.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, Agency and Appraiser do hereby agree as follows:

1. **Section 19** of the Agreement is deleted and replaced in its entirety with the following:

a. **TERM AND TERMINATION.** The term of this Agreement shall expire June 30,

2014. During the term of this Agreement, Agency reserves the right to request an amendment to the Agreement by requesting additional services, such as an updated appraisal report. Either party may terminate this Agreement upon fourteen (14) days written notice to the other.

If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner his or her obligations under this agreement, or if the Appraiser shall violate any of the provisions of this agreement, the Agency may upon written notice to the Appraiser terminate the right of the Appraiser to proceed under this agreement or with such part or parts of the agreement as to which there has been default, and may hold the Appraiser liable for any damages caused to the Agency by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this agreement shall, at the option of the Agency, become its property and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Agency. The Appraiser, however, shall not thereby be relieved of liability to the Agency for damages sustained by the Agency by reason of any breach of the agreement by the Appraiser, and the Agency may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the Agency from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Article solely for reasons of delay if the delay is due to causes beyond his or her control and without his or her fault or negligence, but this shall not prevent the Agency from terminating this agreement because of such delay.

In the event of such termination by Agency, Appraiser shall be compensated for all services performed to the date of notice of termination as described in a written report to Agency prepared by the Appraiser. Such compensation shall be paid within forty-five (45) days of termination.

2. This First Amendment and Agreement set forth and contain the entire understanding and agreement of the parties hereto. There are no oral or written representations,

1 understandings, or ancillary covenants, undertakings or agreements, which are not
2 contained or expressly referred to within this First Amendment and Agreement.

3 3. Except as modified and amended by this First Amendment all other terms and
4 conditions of the Agreement remain unmodified and in full force and effect.

5 4. This First Amendment may be signed by the different parties hereto in counterparts,
6 each of which shall be an original but all of which together shall constitute one and the
7 same agreement.

8 5. The effective date of this First Amendment is the date the parties execute this First
9 Amendment. If the parties execute this First Amendment on more than one date, then
10 the last date this First Amendment is executed by a party shall be the effective date.

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IN WITNESS WHEREOF, COUNTY and APPRAISER have executed this First Amendment
as of the date first above written.

COUNTY OF RIVERSIDE

APPRAISAL COMPANY NAME

By: _____

John Aguilar, Deputy Director

By: _____

Appraiser Name

APPROVED AS TO FORM:

PAMELA J. WALLS, County Counsel

By: _____

Annie T. Sahhar, Deputy