

CITY COUNCIL MEETING

AGENDA ITEM V



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
City Council Meeting March 2015

From: Elizabeth Dragon– City Manager

Subject: City Council to consider renewal of a two year assessing contract with Corcoran Consulting Associates (which includes cyclical updates and general Assessing duties)

Recommending motion:

1. Councilor moves:

“I move that the Franklin City Council authorizes the City Manager to execute the 2 year assessing services agreement between the City of Franklin and Corcoran Consulting Associates, Inc. not to exceed \$80,000 for FY15 and \$83,500 FY16.”

2. Mayor asks a second, discussion, and calls the vote.

Discussion: Consistent with the FY 2015 budget please find attached a contract for assessing services for a 2 year period. The contract includes general assessing and cyclical inspection for (July 1, 2014-June 30, 2016). The city completed the values anew process in 2013. The USPAP Report required by the Dept of Revenue to provide details on the methodology used for the “values anew process” was provided to the Dept of Revenue In January 2014.

DRA has reviewed the contract language carried forward from the last contract. At the time of writing this CAR the Department of Revenue had not provided comments. If there are language adjustments that are needed I request the ability to include those changes in the final signed agreement.

Attachments/Exhibits: 1. Proposed Assessing Contract (July 1, 2014-June 30, 2016)

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**Contractual Agreement Between the City of Franklin, NH
and
Corcoran Consulting Associates, Inc.**

Section 1. Functions/Responsibilities:

The City of Franklin agrees to retain Corcoran Consulting Associates, Inc. (Contractor) of Wolfeboro Falls, NH to perform the duties and functions of City Assessor as provided for in this Agreement.

The Assessor shall perform all services and discharge all responsibilities in conformance with the duties of the City Assessor as described in the Franklin City Charter and Franklin Administrative Code, and in a manner consistent with the laws of New Hampshire that come to bear upon the duties of Assessors in the State.

It is expressly understood by both parties that the assessing function and all related activities specified in this Agreement are a joint and collaborative effort between the City and the Contractor. Both the City and the Contractor shall work together in ensuring that such collaborative efforts are cooperative and timely, and that both the City and the Contractor will timely convey to one another all information and developments that may come to bear upon the assessing operations in the City over the course of this Agreement.

Section 2. Term:

The term of this Agreement shall be for a period of two years, from July 1, 2014 through June 31, 2016.

Section 3. Termination/Resignation:

Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of either party to terminate this Agreement subject to the terminating party giving sixty (60) days written notice to the other party, prior to the effective date of separation.

The City Manager retains the right to dismiss unsuitable personnel employed by the Contractor in connection with the services under this Agreement for any reason. The Assessor shall replace any dismissed employee(s) of the firm with a professional of commensurate qualifications and experience of the dismissed employee.

In the event that any person assigned to the Franklin project is convicted of any act resulting in personal gain, then the City shall have no obligation of prior notice, and may immediately terminate this Agreement.

Section 4. Compensation:

The Assessor shall be compensated as an independent Contractor under this Agreement. As such, the Assessor shall be responsible for providing F.I.C.A., Workers Compensation, Unemployment Compensation & Liability to all company employees assigned to the Franklin project. The Assessor shall file appropriate Certificates of Insurance with the City upon request.

The Assessor shall hold the City harmless from any and all claims arising from the result of the Assessor's noncompliance or insufficient compliance with this term.

Compensation to the Assessor shall be according to the following Rate Schedule:

Director:	\$80.00 per hour
Assessor:	\$70.00 per hour
Field Supervisor:	\$62.50 per hour
Appraiser:	\$55.00 per hour
Senior Data Collector	\$50.00 per hour
Data Collector:	\$47.50 per hour

In addition, travel compensation of \$.57 per mile shall be paid for one-way travel to the site and mileage incurred while on the job.

The total compensation for all assessing/appraisal services referenced in this Agreement shall not exceed:

f/y 2015: \$80,000

f/y 2016: \$83,500

The Assessor shall submit invoices on a monthly basis according to the foregoing rate schedule. The City shall issue payment no later than fifteen (15) days after receipt of invoices from the previous month's activities.

Section 5. Insurance

A. Workers Compensation - The Contractor shall purchase and maintain such worker's compensation insurance as required by the State of new Hampshire to protect them from claims under worker's compensation acts, and for any claims for damages for personal injury, including death, which may arise from operations under this contract.

B. Professional Liability & General Liability - The Contractor shall purchase and maintain such professional liability and general liability insurance, including malpractice insurance, at a minimum of \$1,000,000 single limit per occurrence and \$2,000,000 in the aggregate, respectively.

C. Indemnification - The Contractor will indemnify the Town from any and all liability, loss, or damage including but not limited to bodily injury, illness, death, or property damage, which the City becomes

legally obligated to pay as a result of claims, demands, costs, or judgments against the City arising out of the Contractors actions in performance of the agreed services.

Section 6. Work Schedule/Key Personnel Assignment:

By mutual agreement between the Assessor and the City the following personnel and work schedule is hereby established (all listed personnel are approved by the Department of Revenue Administration for the respective functions to which they are assigned):

Director: Wil Corcoran - will assume all responsibilities and direction of all company employees assigned to the Franklin assessing office. The directors' hours will remain flexible according to the immediate needs of the department, but will follow general patterns of 8 hours per month.

City Assessors: Wil Corcoran will assume the role and responsibilities of City Assessor. J. Roy Smith will serve as Assistant City Assessor. Mr. Smith will provide on-site service, on average of 1.50 days per week during normal working hours throughout the term of the agreement, and more during the 'values anew' program as needed.

Appraisers: Marybeth Walker and Wil Corcoran will assume supervising appraiser functions. Joe Roy Smith, Ron Doyon, and Susan Daniels will provide residential appraisal assistance as required.

Data Collectors: Ben Lafond, Steve Marquis, Susan Daniels, Brian Hathorn, and/or Ron Doyon or similarly qualified individuals will assist the Assessor in the collection of data during annual 'pick-up' work or similar data collection activities.

Scope of Work

Section 7: City Assessor's Function:

It is understood by both parties that the hours worked by the personnel cited in this Agreement are sufficient to ensure:

1. Adequate management and maintenance of the following; exemptions, credits, current use, land use change tax (LUCT), timber and gravel yield taxes, and all other statutory assessing obligations.
2. The careful measuring, listing, and valuation of new or newly modified properties as a result of the issuance of permits, filing of inventories, or any other applicable source.
3. Perform field inspections (appraisal review by appraiser or appraiser supervisor) on all properties that have transferred during the contract period, and investigate and verify the circumstances surrounding all sales;

4. Perform field inspections (appraisal review by appraiser or appraiser supervisor) and other studies to review all abatement requests;
5. Meet with taxpayers wishing to discuss their valuations,
6. Meet with the City Manager and/or City Council upon request.
7. Consider all properly filed abatement requests by any taxpayer and after review and research, and provide dispositions to the applicant in writing.
8. Provide support and representation to the City in formal appeals to the BTLA or superior court;
9. Meet and work with State Monitors to ensure the Municipality is meeting all certification requirements of DRA and to maintain a good working relationship.
10. Perform annual assessment to sales ratio studies for the purpose of informing the City Administration of the need for assessment updates to remain compliant with RSA 75:8 - Revised Inventory.

City Responsibilities:

With respect to the support required of the municipality for coordinated activities of the City Assessors and staff, the City will provide the following items:

1. Adequate work space for the Assessor including desks, filing systems, CAMA system, paper supplies, networked printers and access to copy machines at no cost to the Contractor;
2. A full-time qualified and experienced Assessing Technician (must be fully versed in CAMA system usage and tax billing entry protocols, State Laws regarding assessment administration, and full familiarity with all timelines and deadlines with respect to assessing and appeals in NH);
3. The City shall ensure, at City expense, that hardware and software requirements, including systemic and systematic data backups as well as licensing and maintenance of required software's of the Assessor's Office will remain adequate for the conduct of the assessing function.
4. The City Assessing Technician shall forward any and all correspondence directed to the City Assessor immediately upon receipt including, not necessarily limited to:
 - a. Correspondence and/or reports from the Department of Revenue Administration,
 - b. Notices, schedules and correspondence from the Board of Tax & Land Appeals;
 - c. Notices, schedules and correspondence from the Superior Court;
 - d. Internal City memorandums of import to the Assessing Department;
 - e. Complaints from taxpayers;
 - f. Requests for assessment reviews and/or property inspections;
 - g. Incoming sales data from any source.

5. The City Assessing Technician shall be responsible for all input into the CAMA system, Tax Billing system and RealData systems resulting from transfers, field work, and file maintenance from the Assessing staff.
6. The City shall be responsible for the costs and processing of all mailings from the City Assessors Office.

Section 8: Cycled Inspections:

Consistent with the City's program of 5-year continuous cycled inspections, the following activities shall be provided by the Contractor:

1. Complete 'cycled inspections' of no less than 20% of improved properties in the City which will include an attempt to enter and inspect each improved property. Data collectors will utilize existing records, verifying or modifying data as they measure and inspect each property. Collection activities shall be performed in a manner consistent with the DRA Administrative Rules 601.16 and 601.13 in effect as of the signing of this Agreement.
 - The City Assessor shall identify those properties scheduled for cycled inspection and inform the Assessing Technician of the identified properties.
 - Each property visited by a data collector will be completely re-measured with all data and property nomenclature verified as correct and/or corrected as found.
 - Upon conducting scheduled 'call-back' inspections, the data collector(s) shall visually review all buildings and conduct interior inspections, verifying or modifying data as they observe during the inspection.
2. It is understood that 20% inspections are inclusive of all inspections performed regardless of the nature or reason of the visitation so that the total inspections provided by the Contractor shall not be less than 20% of the improved parcels in the City over the course of the Contract period.

City Responsibilities in Support of Cycled Inspections:

1. The City Assessing Technician shall receive all collected data records from the City Assessor staff and enter all changed data into the CAMA system.
2. Corrected record cards will be printed, attached to the field card and forwarded to the City Assessor or the designated field supervisor.
3. The City Assessing Technician will identify all properties that received a visit from the data collectors where entry was not gained and will prepare and mail a first class letter, at City expense, requesting that the taxpayer call in to schedule and interior inspection.

4. The City Assessing Technician shall receive calls from taxpayers requesting an appointment for interior inspections and will schedule appointments on forms provided by the City Assessor, and will forward completed schedules to the City Assessor.
5. The City Assessing Technician will provide any follow-up data corrections to the CAMA system received from the data collectors as a result of call-back inspections.

This Agreement shall take effect on July 1, 2014.

Section 9. Signatories:

DRA Review:

Dept of Revenue Administration

Date

For The City:

Elizabeth Dragon, City Manager

Date

For the Contractor:

Wil Corcoran, Principal Consultant

Date

Witness: _____

Date