

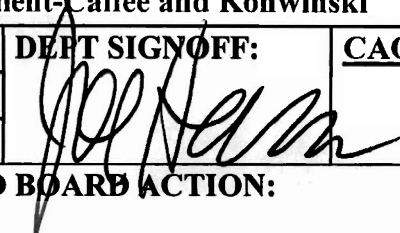
**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
MEETING OF July 10, 2007**

**AGENDA TITLE: Retroactive Contract Amendment- Calfee and Konwinski**

<b>DEPARTMENT: AUDITOR-CONTROLLER</b>	<b>DEPT SIGNOFF:</b>	<b>CAO USE ONLY</b>
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**CONTACT: Joe harn**

**DATE: 7/2/2007 PHONE: 621-5456**



**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

**The Auditor-Controller recommends that the Board of Supervisors approve Amendment I to Agreement for Services #260-S0711 subject to the approval of the County Counsel and the Risk Program Manager. This amendment increases the annual not to exceed contract limitation from \$25,000 to \$40,000.**

RECEIVED  
 BOARD OF SUPERVISORS  
 COUNTY OF EL DORADO  
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**CAO RECOMMENDATIONS:**

Financial impact? ( ) Yes (x) No	Funding Source: ( ) Gen Fund ( ) Other Other:
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**BUDGET SUMMARY:**

Total Est. Cost	_ \$15,000 _
<b>Funding</b>	
Budgeted	_ \$15,000 _
New Funding	_____
Savings	_____
Other	_____
Total Funding	_ \$15,000 _
<b>Change in Net County Cost</b>	<b>-0-</b>

**CAO Office Use Only:**

45's Vote Required.	( ) Yes ( ) No
Change in Policy	( ) Yes ( ) No
New Personnel	( ) Yes ( ) No

**CONCURRENCES:**

Risk Management	_____
County Counsel	_____
Other	_____

**Explain**

**BOARD ACTIONS:**

**Vote: Unanimous \_\_\_\_\_ Or**

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors.**

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

**Attest: Cindy Keck, Board of Supervisors Clerk**

**By:** \_\_\_\_\_



***County of El Dorado***  
**OFFICE OF AUDITOR-CONTROLLER**

360 FAIR LANE  
PLACERVILLE, CALIFORNIA 95667-4193  
Phone: (530) 621-5487 Fax: (530) 295-2535

**JOE HARN, CPA**  
Auditor-Controller

**BOB TOSCANO**  
Assistant Auditor-Controller

**July 2, 2007**

**Board of Supervisors  
County of El Dorado  
330 Fair Lane  
Placerville, California 95667**

**Subject: Retroactive Contract Amendment-Calfee & Konwinski**

**Ladies and Gentlemen:**

**Recommendation**

**The Auditor-Controller recommends that the Board of Supervisors approve Amendment I to Agreement for Services#260-S0711 subject to the approval of the County Counsel and the Risk Program Manager. This amendment increases the annual not to exceed contract limitation from \$25,000 to \$40,000.**

**Reason for Recommendation**

**In accordance with various bond indentures and County practice, the Auditor-Controller's Office has assumed the responsibility for pursuing judicial foreclosures on parcels that are delinquent in paying improvement bond assessments in the El Dorado Hills Business Park. Your Board authorized the retention of outside counsel, Calfee and Konwinski, to initiate foreclosure proceedings on various parcels in the Business Park. The current contract limits payments to these attorneys to \$25,000 per year.**

**During the year ended June 30, 2007, we pursued an extremely difficult foreclosure. To avoid the costs of a trial on this foreclosure, I executed a settlement agreement with the property owner. The significant terms of the settlement agreement include a cash payment from the property owners each year on April 1 in the amount \$425,000. A payment of \$425,000 was received from the owners in April 2007. Additional payments are due each April 1, from 2008 through 2012. The additional payments are secured by a 1<sup>st</sup> deed of trust in the amount \$2,125,000.**

**The amounts paid year to date to our outside counsel are significantly higher than were anticipated when we recommend this contract to your Board in October 2006. Costs incurred related to this foreclosure will be fully reimbursable from either the proceeds of the foreclosure or the El Dorado Hills Business Park Phase II Refinance Bond Principle and Interest Fund.**

July 2, 2007  
Board of Supervisors  
Subject: Agreement 260-S0711, Amendment I  
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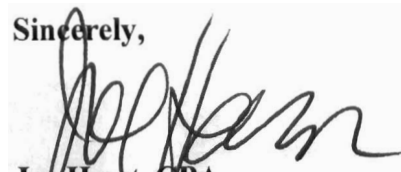
**Fiscal Impact**

**This recommended Board action has no fiscal impact.**

**Action to be Taken Following Approval**

**None**

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Harn", is written over a light gray rectangular background.

**Joe Harn, CPA  
Auditor-Controller**

**AGREEMENT FOR SERVICES #260-S0711  
AMENDMENT I**

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**THIS FIRST AMENDMENT** to Agreement for Services #260-S0711, made and entered into between the County of El Dorado (“County”), a governmental entity organized and existing under the laws of the State of California, and Calfee & Konwinski, A Professional Corporation, a professional law corporation (“Law Firm”), duly authorized to do business in the State of California, whose principal place of business is 611 North Street, Woodland, California 95695, for the performance of specific legal services for County.

**WITNESSETH**

**WHEREAS**, Law Firm has been engaged by County to provide legal services relative to the preparation of legal proceedings regarding the collection of delinquent special taxes for special assessment districts and Mello Roos districts.

**WHEREAS**, County and Law Firm mutually desire to amend **ARTICLE III Compensation**, and

**WHEREAS**, Law Firm has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws, and

**WHEREAS**, County has determined that the provision of such services provided by Law Firm are in the public’s best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Law Firm mutually agree to amend Agreement for Services #260-S0711 a first time to read as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Law Firm monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. Such itemized invoices shall identify the services rendered, and specify the time expended in rendering such services, calculated in no greater than one-tenth (.10) hour increments.

For the purposes hereof, County agrees to pay Law Firm for its attorney services time at an hourly rate of \$210.00. Law Firm shall be entitled to reimbursement for its actual costs and expenses incurred in addition to attorney time spent in these matters, (i.e. newspaper publication charges, delivery charges, process service, etc., excluding expenses for expert witness consultants or co-counsel) provided proof of payment supports invoices, however this shall not include normal operating expenses.

Law Firm shall not charge for the toll cost of telephone calls, regular postage, copies or any other similar items unless there is a special circumstance requiring an inordinate quantity. In the case of such a special circumstance, Law Firm will charge for actual postage charges incurred and copies at the rate of 10 cents per copy. Law Firm will also not charge for secretarial or clerical time unless overtime is required for a special circumstance. Secretarial overtime is billed at \$25 per hour. The Law Firm may utilize outside services as Law Firm deems appropriate for a particular task. Any utilization of outside services or situations of special circumstance in excess of \$100 per occurrence shall require advance written approval of County.

Despite Law Firm's location in Yolo County, Law Firm shall not charge any travel time to County for court appearances by attorneys and conferences with County at County's offices. Chris Konwinski, a principal of Law Firm, is a resident of El Dorado County and will be the attorney primarily responsible for Law Firm's services contemplated hereunder. Law Firm shall keep proper records to enable County to verify the services rendered, and such records shall be made reasonably available to County or its agents for inspection and audit.

The total amount of this Agreement shall not exceed **\$40,000.00** per year. In no event shall the making by County of any payment to Law Firm constitute or be construed as a waiver by County of any breach of covenant, or any default which may then exist on the part of Law Firm, and the making of any such payment by County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to County in respect to such breach or default.

Except as herein amended, all other parts and sections of Agreement for Services #260-S0711 shall remain unchanged and in full force and effect.

**REQUESTING DEPARTMENT CONCURRENCE:**

By \_\_\_\_\_ Dated \_\_\_\_\_  
Joe Harn  
Auditor-Controller

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #260-S0711 the day and year first below written.

**-- COUNTY OF EL DORADO --**

Dated : \_\_\_\_\_

By : \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

**ATTEST: Cindy Keck, Clerk  
of the Board of Supervisors**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- "LAW FIRM" --**

Dated: \_\_\_\_\_

CALFEE & KONWINSKI  
A Professional Corporation

By: \_\_\_\_\_

Christopher J. Konwinski  
State Bar #122099

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Corporate Secretary