

AGREEMENT FOR SERVICES #273-S1411
AMENDMENT I

This Amendment I to that Agreement for Services #273-S1411, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Calfee & Konwinski, A Professional Corporation ("Law Firm"), duly qualified to conduct business in the State of California, whose principal place of business is 611 North Street, Woodland, California 95695 and (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant 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, in accordance with Agreement for Services #273-S1411, dated, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement for one (1) additional year, hereby amending **Article II, Term** ; and **Article III, Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #273-S1411 shall be amended a first time as follows:

ARTICLE II

Term: This Agreement, as amended, shall cover the period of October 18, 2014 through October 17, 2015.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying 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 of this Agreement, the billing rate shall be \$225.00 an hour. In addition to attorney time spent in these matters, Consultant shall be entitled to reimbursement for its actual costs and expenses incurred (i.e. newspaper publication charges, delivery charges, process service, credit card processing fees, etc.) provided proof of payment is included with invoices. Actual costs and expenses shall not include normal operating expenses, expenses for expert witness consultants or co-counsel.

Consultant shall also 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, Consultant will charge for actual postage charges

incurred and copies at the rate of 10 cents per copy. Consultant 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 Consultant may utilize outside services as Consultant 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 Consultant's location in Yolo County, Consultant 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 Consultant, is a resident of El Dorado County and will be the attorney primarily responsible for Consultant's services contemplated hereunder. Consultant 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.

Total amount of this Agreement shall not exceed \$60,000.00. In no event shall the making by County of any payment to Consultant 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 Consultant, 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 that Agreement #273-S1411 shall remain unchanged and in full force and effect:

Requesting Department Head Concurrence:

By: _____
Joe Harn
Auditor-Controller

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #273-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

-- CONSULTANT --

A Professional Corporation
Calfee & Konwinski
(A California Corporation)

By: _____

Dated: _____

Chris Konwinski
State Bar # 122099
"Consultant"

(kg)

(Agmt 273-S1411, Amend I)