

From: Joe H. Harn
Sent: Thursday, November 10, 2022 1:31 PM
To: Sue Novasel; John Hidahl; George Turnboo; Wendy Thomas; Lori Parlin
Cc: Paula F. Frantz; Donald Ashton; David A Livingston; Karen L. Garner; Robert J. Peters; Kirk Bone; BOS-Clerk of the Board; Kim Dawson
Subject: Retroactive Contract Amendment-ICF Jones and Stokes-11-15-2022 Agenda

Dear Board Members,

Thank you for continuing this agenda item for a week. I appreciate the opportunity to comment on this matter. I am concerned about this agenda item and do not believe that the Board letter provides enough information for my office or the public to adequately understand what has happened.

Retroactive Contract

The California Constitution states, “A local government body may not grant extra compensation ... to a contractor after service has been rendered or a contract has been entered into and performed in whole or in part, or pay a claim under an agreement made without authority of law.” Entering into this contract amendment retroactive to February 7, 2022, appears to run afoul of the California Constitution. I have had an informal discussion with the County Counsel and it is my understanding that he does not agree with my opinion about the applicability of the above referenced section of the California Constitution. If this consultant can be paid for the services already performed, it will be a slow expensive process.

Unfortunate Language in Board Letter

The Board letter states, “Work performed under the proposed amendment was agreed to by the County, ICF, and the CHEDHSP applicant. To avoid delays to the project, the parties collectively agreed to continue the work on this project despite the RFEIR not being identified in the original scope of work and a depleted project budget.” As a county officer, I consider myself part of the County. I disagree with the Board letter’s vague representation that the County authorized this consulting work without the benefit of a contract amendment approved by the BOS. That wasn’t the County’s questionable, nontransparent decision; that was a decision made by someone in Planning and Building.

Likely Public Perception

CHEDHSP is a highly controversial general plan amendment. Planning leadership has known of the need for this contract amendment since at least May. Our land use planning professionals made the decision to clearly exceed their authority to avoid delays in this project. Our land use planners have violated the intent of the California Constitution and the intent of the County Charter on behalf of the applicant to accelerate the processing of this project. The

decision not to bring a proposed written contract amendment to the Board back in February at a public meeting will only increase the unfortunate public perception that some individuals at the County are pushing to get this project approved and some individuals at the County are giving this applicant preferential treatment.

Joe Harn, CPA
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