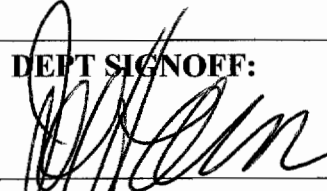


EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of October 13, 2009

AGENDA TITLE: Contract Amendment - Calfee & Konwinski		
DEPARTMENT: AUDITOR CONTROLLER	DEPT SIGNED OFF: 	CAO USE ONLY:
CONTACT: Joe Harn		
DATE: 9/30/2009 PHONE: 5456		
DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION: The Auditor-Controller recommends that the Board of Supervisors approve Amendment II to Agreement for Services #260-S0711 to provide legal services related to the preparation of legal proceedings regarding the collections of delinquent special taxes for special assessment districts.		
CAO RECOMMENDATIONS:		
Financial impact? () Yes (x) No		Funding Source: () Gen Fund () Other
BUDGET SUMMARY:		Other:
Total Est. Cost _____		CAO Office Use Only:
Funding		4/5's Vote Required () Yes () No
Budgeted _____		Change in Policy () Yes () No
New Funding _____		New Personnel () Yes () No
Savings _____		CONCURRENCES:
Other _____		Risk Management
Total Funding _____		County Counsel
Change in Net County Cost _____		Other
*Explain		
<u>BOARD ACTIONS:</u>		
Vote: Unanimous _____ Or _____		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: _____
Ayes:		
Noes:		
Abstentions:		
Absent:		
Rev. 04/05		



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

September 22, 2009

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

RE: Contract Amendment II-Calfee & Konwinski

Ladies and Gentlemen:

RECOMMENDATION:

The Auditor-Controller recommends that the Board of Supervisors approve Amendment II to Agreement for Services #260-S0711 to provide legal services related to the preparation of legal proceedings regarding the collections of delinquent special taxes for special assessment districts.

REASON FOR RECOMMENDATION:

Calfee and Konwinski, a Professional Corporation, was authorized by your Board to initiate foreclosure proceedings on parcels in the various special assessment districts from October 23, 2006 through October 22, 2009. This amendment extends the original agreement one (1) year, increases the hourly rate from \$210 to \$225, and the annual not to exceed amount from \$40,000 to \$60,000.

Due to the increase of tax delinquencies in our County, the compensation increase and contract extension are necessary for the collection of these delinquent special taxes.

FISCAL IMPACT:

None. The cost of these services will be paid by the special assessment districts or affected property owners.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Harn", is written over the word "Sincerely," and extends down over the printed name and title.

Joe Harn
Auditor-Controller

Copy for you
Orig to EDC

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/17/2009
PRODUCER (530) 622-6910 Aimee Vukovich Insurance Agency 4641 Missouri Flat Rd. PO Box 632 Placerville CA 95667-		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Calfee and Konwinski, A Professional Corp. 611 North St Woodland CA 95695-		INSURERS AFFORDING COVERAGE INSURER A: California Capital Ins Co NAIC # 13544 INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2-BOP-1-1532868	08/12/2009	08/12/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
			OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Law Offices

Additional insured endorsement in favor of below interest has been requested. Please accept this as interim proof of coverage pending receipt of same.

CERTIFICATE HOLDER

() - () -
County of El Dorado
360 Fair Lane
Placerville CA 95667-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aimee Vukovich

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AGREEMENT FOR SERVICES #260-S0711
AMENDMENT II

This Amendment II to that Agreement for Services #260-S0711, 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, a professional law corporation, duly qualified to conduct business in the State of California, whose principal place of business is 611 North Street, Woodland, California 95695; (hereinafter referred to as "Law Firm");

RECITALS

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, in accordance with Agreement for Services #260-S0711, dated 10/23/06, and Amendment I, dated 10/22/07, incorporated herein and made by reference a part hereof; 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;

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 #260-S0711 shall be amended a second time as follows:

ARTICLE II

Term : This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall expire October 22, 2010.

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 **\$225.00**. 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.

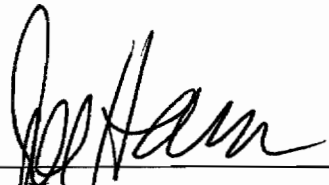
Law Firm shall not charge for the toll cost of telephone calls, regular postage, copies or any other similar items unless there is a special circumstance requiring an inordinate quantity. In the case of such a special circumstance, Law Firm will charge for actual postage charges incurred and copies at 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 \$60,000.00 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 that Agreement #260-S0711 shall remain unchanged and in full force and effect

Requesting Contract Administrator Concurrence:

By:  Dated: 9-22-09
Joe Harn
Auditor-Controller

Requesting Department Head Concurrence:

By:  Dated: 9-22-09
Joe Harn
Auditor Controller

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #260-S0711 on the dates indicated below.

--COUNTY OF EL DORADO--

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez,
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- LAW FIRM --

CALFEE & KONWINSKI
a Professional Corporation
611 North Street
Woodland, CA 95695

By: _____
Christopher Konwinski
State Bar #122099

Dated: _____

By: _____
Corporate Secretary

Dated: _____

