



**RESOLUTION No. 16-133**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PERSONAL SERVICE CONTRACT BETWEEN THE COUNTY OF NEVADA AND W. GREGORY KLEIN FOR CONFLICT INDIGENT DEFENSE SERVICES AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE CONTRACT**

WHEREAS, the contractor provides indigent defense services to the citizens of Nevada County; and

WHEREAS, the parties entered into an agreement on the 24<sup>th</sup> day of June, 2014, per Resolution 14-303; and

WHEREAS, the parties amended the agreement on the 14<sup>th</sup> day of July, 2015, per Resolution 15-327 to increase the contract by \$40,000; and

WHEREAS, the parties desire to amend the agreement to increase the maximum contract price by \$49,500 and amend the Exhibit 'B' Schedule of Charges and Payments to reflect the increase in maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 2 to the personal services contract by and between the County and W. Gregory Klein, increasing the maximum contract amount to \$259,500 (\$149,333 Fiscal Year 2014/15 and \$110,167 Fiscal Year 2015/16), be and hereby is approved and that the Chair of the Board of Supervisors be and is hereby authorized to execute Amendment No. 2 on behalf of the County.

Funds to be disbursed from account: 0101-20111-273-100/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of March, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

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



\_\_\_\_\_  
Dan Miller, Chair

3/22/2016 cc: CEO\*  
AC\*

**AMENDMENT #2 TO THE CONTRACT WITH W. GREGORY KLEIN**

THIS AMENDMENT is executed as of this 22<sup>nd</sup> day of March, 2016 by and between W. Gregory Klein, hereinafter referred to as "Contractor" and the COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment will amend the prior agreement between the parties entitled Personal Services Contract executed on June 24<sup>th</sup>, 2014, pursuant to Resolution No. 14-303 ("Contract"). Said resolution provided for services in the amount of \$170,000. Resolution 15-327 approved Contract Amendment No. 1 increasing the maximum contract amount to \$210,000.

WHEREAS, Contractor provides indigent defense services to the citizens of Nevada County; and

WHEREAS, the parties desire to amend Personal Services Contract to 1) increase the maximum contract price from \$210,000 to \$259,500 and 2) revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW THEREFORE, the parties hereto agree to amend the Contract as follows:


- That Page 1, §2 Maximum Contract Price, shall be amended to increase the maximum contract price to \$259,500
- That Exhibit "B", "Schedule of Charges and Payments", shall be amended and replaced with Exhibit "B" as attached hereto and incorporated herein.
- That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:



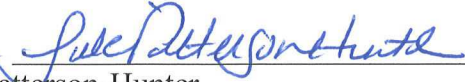
Honorable Dan Miller  
Chair, Board of Supervisors

CONTRACTOR:



Name: W. Gregory Klein  
Title: Attorney at Law

Attest:



Julie Patterson-Hunter  
Clerk of the Board of Supervisors

**Exhibit B: Schedule of Charges and Payments**

**Compensation- Cases Within the Contract.** For the services described in Exhibit A, Attorney shall be paid \$75.00 per hour, for a maximum contract amount not to exceed \$310,000.00. The parties agree to renegotiate the contract amount if Attorney reaches or exceeds 75% of the maximum contract amount.

**Compensation- Ancillary Services.** Attorney will be entitled to reimbursement from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out-of-state travel, etc., as necessary to provide a constitutionally competent legal defense. Attorney agrees that prior to utilizing any ancillary services in any individual case, Attorney will obtain the approval of the Court that the ancillary services are required for the case and that the cost shall be reimbursed at the court approved rate (Contractor will be provided schedule of court-approved rates by County). Attorney understands that the County does not have unlimited funds to reimburse for such ancillary services.

No other expenses incurred by Attorney in the performance of this Agreement shall be reimbursed. If the County contracts with one or more investigators, Attorney agrees to use the contracted investigators.

County will be obligated to reimburse attorney monthly upon receipt of an accumulated invoice and a court order for reimbursement that complies with this Agreement. In accordance with the local rules of the court, billings or invoices shall be submitted to the Court Executive Officer no later than thirty (30) days following performance.