

**AMENDMENT NO. 2 TO PERSONAL SERVICES CONTRACT
WITH ANGELO, KILDAY & KILDUFF
(BFS19068)**

THIS AMENDMENT No. 2 is made and is effective as of January 14, 2020, by and between Angelo, Kilday & Kilduff (“Contractor”), and the County of Nevada (“County”). This Amendment No. 2 amends the Personal Services Contract between the parties for legal services, effective as of July 25, 2018 (“Agreement”).

WHEREAS, the parties entered into an agreement to provide County with legal representation of Nevada County, Nevada County Sanitation District No. 1, and any Nevada County employees and officers that may be named as defendants in connection with claims filed by G. Michael Saigh and Edna Saigh, and related litigation, in the case of *Saigh, et al. vs. County of Nevada, et al.* (Nevada County Superior Court), Case No. CU18-082850, and by Richard Lau, et al., and related litigation, in the case of *Lau, et al. vs. County of Nevada, et al.* (Nevada County Superior Court), Case No. CU18-082845, and with a Maximum Contract Amount of \$25,000; and,

WHEREAS, on February 12, 2019, the Contract was amended pursuant to Resolution 19-068 to expand the scope of services to include legal representation of Nevada County, Nevada County Sanitation District No. 1, and any Nevada County employees and officers that may be named as defendants in connection with claims and related litigation filed by Robert E. Suarez and Candice JC Souza-Suarez, in the case of *Suarez, et al. vs. County of Nevada, et al.* (Nevada County Superior Court), Case No. CU18-083381, and increase the contract amount by \$75,000, for a Maximum Contract Price of \$100,000; and

WHEREAS, additional funding is required to ensure that sufficient funds are available to cover legal costs related to potential trial costs, post-trial motions and other legal activities, and any appeal in this case; and,

WHEREAS, the parties now desire to increase the maximum amount of the contract by \$125,000, to a Maximum Contract Amount of \$225,000, to pay for the additional legal services.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. That Section 2, Maximum Contract Price, is hereby increased from \$100,000 to \$225,000.
2. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Personal Services Contract between the County of Nevada and Angelo, Kilday & Kilduff, effective as of the date first written above.

COUNTY OF NEVADA

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board

CONTRACTOR:

By: _____
Bruce A. Kilday, Partner
Angelo, Kilday & Kilduff

APPROVED AS TO FORM:

By: _____
Katharine L. Elliott
County Counsel