



# RESOLUTION No. 18-230

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING AMENDMENT NO. 8 TO  
PERSONAL SERVICES CONTRACT NO. BFS15295  
BETWEEN THE COUNTY OF NEVADA AND PORTER  
SCOTT, A PROFESSIONAL CORPORATION, INCREASING  
THE MAXIMUM CONTRACT PRICE BY \$150,000,  
EXTENDING THE CONTRACT TERM TO JUNE 30, 2021,  
AND AUTHORIZING THE CHAIR OF THE BOARD OF  
SUPERVISORS TO EXECUTE THE AMENDMENT**

WHEREAS, effective January 1, 2014, the County executed a Personal Services Contract with Porter Scott, A Professional Corporation, for legal services in connection with the lawsuit entitled *Evans, et al vs. Nevada County Sheriff's Department, et al.* (U.S. Dist. Court, E.D. Cal.), Case No. 2:13-cv-01775-TLN-DAD and the related state court action; and

WHEREAS, by Resolution 14-338, the parties amended the Contract to increase the Maximum Contract Price to \$65,000; and

WHEREAS, by Resolution 15-295, the parties amended the Contract to increase the Maximum Contract Price to \$140,000 and extend the term of the Contract to June 30, 2016; and

WHEREAS, by Resolution 16-323, the Contract was amended to extend the term of the Contract to June 30, 2017; and

WHEREAS, by Resolution 16-534, the contract was amended to increase the Maximum Contract Amount to \$240,000; and

WHEREAS, by Resolution 17-359, the Contract was amended to extend the term of the Contract to June 30, 2018; and

WHEREAS, on September 26, 2017, by Resolution 17-493, the Contract was amended to increase the Maximum Contract Amount to \$290,000; and

WHEREAS, on February 13, 2018, by Resolution 18-061, the Contract was amended to increase the Maximum Contract Amount to \$365,000; and

WHEREAS, on April 18, 2018, following an extraordinarily lengthy trial, the jury issued a defense verdict in favor of the County, which Plaintiffs intend to appeal; and

WHEREAS, additional funding and a contract extension are required to ensure that sufficient funds are available to cover legal costs related to unanticipated trial costs, post-trial motions and other legal activities, and any appeal in the case; and

WHEREAS, the parties now desire to increase the maximum contract amount by \$150,000, for a maximum contract price of \$515,000, and further extend the term of the Contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, that Amendment No. 8 to the Personal Services Contract by and between the County of Nevada and Porter Scott, A Professional Corporation, increasing the contract amount by \$150,000, for a maximum contract price of \$515,000, and extending the contract term to June 30, 2021, be and hereby is approved in the form attached hereto as Exhibit A, and the Chair of the Board of Supervisors is hereby authorized to execute the Amendment.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of June 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, 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: 

  
Edward Scofield, Chair

**AMENDMENT NO. 8 TO PERSONAL SERVICES CONTRACT  
WITH PORTER SCOTT, A PROFESSIONAL CORPORATION  
(BFS15295)**

THIS AMENDMENT No. 8 is made and is effective as of April 1, 2018, by and between Porter Scott, A Professional Corporation (“Contractor”), and the County of Nevada (“County”). This Amendment No. 8 amends the Personal Services Contract between the parties for legal services, effective as of January 1, 2014 (“Agreement”).

WHEREAS, the parties entered into an agreement to provide County with legal representation of Nevada County and any Nevada County employees and officers that may be named as defendants in connection with claims filed by William and Yvonne Evans and related litigation, in the case of *Evans, et al. v. Nevada County Sheriff's Department, et al.* (U.S. Dist. Court, E.D. Cal.), Case No. 2:13-cv-01775-TLN-DAD and the related state court action, with a Maximum Contract Amount of \$25,000; and,

WHEREAS, on July 8, 2014, the Contract was amended pursuant to Resolution 14-338 to increase the Maximum Contract Amount to \$65,000; and,

WHEREAS, on June 23, 2015, the Contract was amended pursuant to Resolution 15-295 to increase the Maximum Contract Amount to \$140,000, and extend the term of the Contract to June 30, 2016; and,

WHEREAS, on June 28, 2016, the Contract was amended pursuant to Resolution 16-323 to extend the term of the Contract to June 30, 2017; and,

WHEREAS, on November 8, 2016, the Contract was amended pursuant to Resolution 16-534 to increase the Maximum Contract Amount to \$240,000; and,

WHEREAS, on June 27, 2017, the Contract was amended pursuant to Resolution 17-359 to extend the term of the Contract to June 30, 2018; and,

WHEREAS, on September 26, 2017, the Contract was amended pursuant to Resolution 17-493 to increase the Maximum Contract Amount to \$290,000; and,

WHEREAS, on February 13, 2018, the Contract was amended pursuant to Resolution 18-061 to increase the Maximum Contract Amount to \$365,000; and,

WHEREAS, additional funding and a contract extension are required to ensure that sufficient funds are available to cover legal costs related to unanticipated 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 contract amount by \$150,000, for a maximum contract price of \$515,000 and further extend the term of the Contract.

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

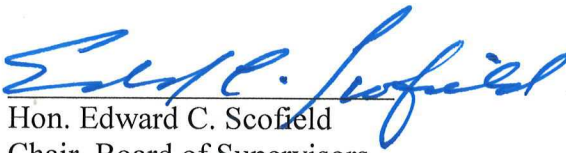
1. Section 2, Maximum Contract Amount, is hereby increased by \$150,000, for a maximum contract price of \$515,000.
2. Section 3, Contract Termination Date, is hereby extended to June 30, 2021.
3. In all other respects, the prior agreement of the parties shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 8 to Personal Services Contract between the County of Nevada and Porter Scott, a Professional Corporation, effective as of the date first written above.


COUNTY OF NEVADA

CONTRACTOR:

By:

  
Hon. Edward C. Scofield  
Chair, Board of Supervisors

By:

  
Carl Fessenden, Shareholder  
Porter Scott, A Professional Corporation

ATTEST:

APPROVED AS TO FORM:

By:

  
Julie Patterson-Hunter  
Clerk of the Board

By:

  
Alison A. Barratt-Green  
County Counsel