



RESOLUTION No. 25-055

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. PESR4849 BETWEEN THE COUNTY OF NEVADA AND DOWNEY BRAND, LLP, A PROFESSIONAL CORPORATION, INCREASING THE CONTRACT PRICE BY \$25,000 TO A MAXIMUM OF \$75,000, EXTENDING THE TERM OF THE CONTRACT TO JUNE 30, 2026, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AMENDMENT (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, effective October 10, 2023, the County executed a Professional Services Contract with Downey Brand, LLP, for general legal representation for Nevada County including but not limited to, advice on procedural and substantive law, factual investigations, legal research, and representation throughout the CPUC process, including filing responsive pleadings and motions, discovery, participation in mediation or other alternative dispute resolution, and any hearings, and other tasks as directed by County Counsel; and

WHEREAS, the maximum amount of the Contract was set at \$25,000 with the Contract termination date of June 30, 2024; and

WHEREAS, the parties amended (Amendment No. 1) the Contract to increase the Contract amount by \$25,000, for a maximum Contract amount of \$50,000, and increased the scope of services to include assistance in bankruptcy matters; and

WHEREAS, the case is ongoing, and an extension of the Contract term is necessary to provide for continued litigation services under this Contract; and

WHEREAS, the County desires that the Contractor continue to provide general legal representation for Nevada County, its employees, representatives, and officers related to the filing of a complaint with the CPUC against PG&E and various legal issues related to bankruptcy as needed; and

WHEREAS, the parties now desire to increase the maximum contract price to \$75,000 and extend the term of the contract to June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, that Amendment No. 2 to Professional Services Contract by and between the County of Nevada and Downey Brand, LLP, increasing the contract by \$25,000 to a maximum of \$75,000, and extending the Contract term to June 30, 2026, 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 11th day of February 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, and Hardy Bullock.

Noes: None.

Absent: Susan Hoek.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN

Chief Deputy Clerk of the Board of Supervisors

By: 



Heidi Hall, Chair

EXHIBIT A

AMENDMENT No. 2 TO PROFESSIONAL SERVICES CONTRACT [PESR4849] WITH DOWNEY BRAND, LLP

THIS AMENDMENT No. 2 is made effective as of the date of its execution by and between Downey Brand, LLP (“Contractor”), and the County of Nevada (“County”). This Amendment No. 2 amends the Professional Services Contract between the parties for legal services, entered on October 10, 2023 (“Contract”).

WHEREAS, on October 10, 2023, parties entered into a Professional Services Contract [PESR4849] for general legal representation as outlined in the Schedule of Services (Exhibit A); and

WHEREAS, on December 30, 2024, the parties amended (Amendment No. 1) the contract to expand the scope of representation, and amending the Contract payment term is necessary to provide for continued services under this Contract; and

WHEREAS, the parties now desire additional funding necessary to pay ongoing litigation costs, including upcoming administrative and other legal proceedings; and

WHEREAS, the case is ongoing, and an extension of the Contract term is necessary to provide for continued litigation services under this Contract; and

WHEREAS, the County desires that the Contractor continue to provide legal services, and the Contractor is ready, willing, and able to provide such services.

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

1. This Amendment shall be effective as of the date of its execution.
2. The last sentence of Section 2 of the Contract (i.e. Payment) is hereby increasing the Contract amount by \$25,000 or a maximum Contract of \$75,000.
3. Section 3 of the Contract (i.e. Term) shall extend the term of the Contract to June 30, 2026.
4. The first sentence of Exhibit A of the Contract is hereby amended to read: Contractor shall provide general legal representation for Nevada County, its employees, representatives, and officers related to (1) the filing of a complaint with the CPUC against PG&E and facilitating meetings and communications with PG&E about its gas infrastructure activities; (2) various legal issues related to the Blue Lead Gold Mine, including but not limited to the Blue Lead’s bankruptcy filing; and (3) other legal issues related to bankruptcy as needed.

5. That in all other respects, the prior Contract of the parties shall remain in full force and effect except as amended herein.

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

COUNTY OF NEVADA

By: Heidi Hall
Heidi Hall (Mar 20, 2025 14:51 PDT)
Hon. Heidi Hall
Chair, Board of Supervisors

CONTRACTOR:

By: Megan Somogyi
Megan Somogyi (Mar 19, 2025 10:24 PDT)
Megan Somogyi
Partner, Downey Brand, LLP

ATTEST:

By: Tine Mathiasen
Tine Mathiasen
Clerk of the Board

APPROVED AS TO FORM:

By: Katharine L. Elliott
Kit Elliott (Mar 27, 2025 08:53 PDT)
Katharine L. Elliott
County Counsel