

AMENDMENT #2 TO THE CONTRACT WITH W. GREGORY KLEIN

THIS AMENDMENT is executed as of this 22nd 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 24th, 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:

1. That Page 1, §2 Maximum Contract Price, shall be amended to increase the maximum contract price to \$259,500
2. That Exhibit “B”, “Schedule of Charges and Payments”, shall be amended and replaced with Exhibit “B” as attached hereto and incorporated herein.
3. 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:

CONTRACTOR:

Honorable Dan Miller
Chair, Board of Supervisors

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 \$259,500.00. 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.