

**AMENDMENT NO. 2 TO PERSONAL SERVICES CONTRACT
WITH ALLEN MATKINS LLP, A PROFESSIONAL CORPORATION**

THIS AMENDMENT No. 2 is made and is effective as of March 1, 2015, by and between Allen Matkins Leek Gamble Mallory and Natsis LLP (“Contractor”) and the County of Nevada (“County”), acting on behalf of Nevada County Community Facilities District 1990-1 (Wildwood Estates) (“CFD”). This Amendment No. 2 amends the Personal Services Contract between the parties for legal services, effective as of October 1, 2014 (“Agreement”).

WHEREAS, the parties entered into an agreement for services in connection with the analysis and development of a strategy to retire, redeem or restructure the special tax bonds issued by Nevada County Community Facilities District 1990-1 (Wildwood Estates) (“CFD”), with a Maximum Contract Amount of \$25,000; and,

WHEREAS, by Resolution No. 14-541, the parties amended the Contract to expand the scope of services to be provided and increase the maximum amount of the contract to \$100,000; and,

WHEREAS, the County desires that Contractor provide it with additional legal services related to implementation of a workout proposal for the defaulted special tax bonds, including the preparation of legal documents, the initiation of bankruptcy proceedings for the CFD, legal representation in connection with said bankruptcy proceedings and any other actions necessary to implement a proposed workout plan for the CFD’s defaulted special tax bonds; and,

WHEREAS, the parties now desire to extend the term of the contract and increase the maximum amount of the contract by \$160,000, to a Maximum Contract Amount of \$260,000, 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. Section 2, Maximum Contract Amount, is hereby increased from \$100,000 to \$260,000.
2. Section 3, Contract Termination Date, is hereby extended from June 30, 2015 to June 30, 2016.
3. 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:

By: _____
Hon. Edward C. Scofield
Chair, Board of Supervisors

By: _____
Debra A. Riley, Esq.
Allen Matkins Leek Gamble Mallory &
Natsis LLP

ATTEST:

APPROVED AS TO FORM:

By: _____
Julie Patterson-Hunter
Interim Clerk of the Board

By: _____
Alison A. Barratt-Green
County Counsel