

EXHIBIT A

**AMENDMENT NO. 1 TO PERSONAL SERVICES CONTRACT
WITH ANGELO, KILDAY & KILDUFF
(PESM3669)**

THIS AMENDMENT No. 1 is made and is effective as of January 22, 2019, by and between Angelo, Kilday & Kilduff (“Contractor”), and the County of Nevada (“County”). This Amendment No. 1 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, the County desires that Contractor provide it with additional legal services related to the continued defense of these matters, and Contractor is ready, willing and able to provide such services; and,

WHEREAS, the County desires to amend this agreement 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 filed by Robert E. Suarez and Candice JC Souza-Suarez, and related litigation, in the case of *Suarez, et al. vs. County of Nevada, et al.* (Nevada County Superior Court), Case No. CU18-083381; and

WHEREAS, the parties now desire to increase the maximum amount of the contract by \$75,000, to a Maximum Contract Amount of \$100,000, 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 1 is hereby amended to read:
“Legal Representation of County of Nevada, Nevada County Sanitation District No. 1, Nevada County Department of Public Works, and any employees and officers that may be named as defendants in connection with claims filed by Saigh, et al.; Lau, et al., and Suarez, et al., and related litigation”
2. That Section 2, Maximum Contract Price, is hereby increased from \$25,000 to \$100,000.
3. That 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. 1 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: _____
Hon. Richard Anderson
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: _____
Alison A. Barratt-Green
County Counsel