



RESOLUTION No. 17-270

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PERSONAL SERVICE CONTRACT BETWEEN THE COUNTY OF NEVADA AND W. GREGORY KLEIN FOR CONFLICT INDIGENT DEFENSE SERVICES AND AMENDING THE CONFLICT INDIGENT 2016/17 BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the contractor provides indigent defense services to the citizens of Nevada County; and

WHEREAS, the parties entered into an agreement on the 28th day of June, 2016, per Resolution 16-325; and

WHEREAS, the parties desire to amend the agreement to increase the maximum contract price by \$245,000 and amend the Exhibit 'B' Schedule of Charges and Payments to reflect the increase in maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 1 to the personal services contract by and between the County and W. Gregory Klein, increasing the maximum contract amount to \$245,000 (estimating \$145,000 Fiscal Year 2016/17 and \$100,000 Fiscal Year 2017/18), be and hereby is approved and that the Chair of the Board of Supervisors be and is hereby authorized to execute Amendment No. 1 on behalf of the County.

Funds to be disbursed from account: 0101-20111-273-1000/521520.

BE IT FURTHER RESOLVED, that the Auditor-Controller is directed to release fund balance from General Fund Unassigned and amend the Fiscal Year 2016/17 Conflict Indigent Defense budget as follows:

Increase:

Conflict Indigent Defense 0101 20111 273 1000/ 521520 \$65,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of June, 2017, 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: 



Hank Weston, Chair

6/13/2017 cc: CEO*
AC* (Hold)

6/19/2017 cc: CEO*
AC (Release)*

AMENDMENT #1 TO THE CONTRACT WITH W. GREGORY KLEIN

THIS AMENDMENT is executed as of this 13th day of June, 2017 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 28th, 2016, pursuant to Resolution No. 16-325 ("Contract").

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 \$160,000 to \$245,000 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:

- That Page 1, §2 Maximum Contract Price, shall be amended to increase the maximum contract price to \$245,000
- That Exhibit "B", "Schedule of Charges and Payments", shall be amended and replaced with Exhibit "B" as attached hereto and incorporated herein.
- 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:



Honorable Hank Weston
Chair, Board of Supervisors

CONTRACTOR:



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 \$245,000.00. 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.