

## EXHIBIT A

### AMENDMENT NO. 3 TO PERSONAL SERVICES CONTRACT [BMS21086] WITH MEYERS NAVE (PREVIOUSLY KNOWN AS MEYERS NAVE, RIBACK, SILVER & WILSON)

THIS AMENDMENT No. 3 is made and is effective as of January 10, 2023, by and between Meyers Nave (“Contractor”), and the County of Nevada (“County”). This Amendment No. 3 amends the Personal Services Contract between the parties for legal services, effective as of November 20, 2020 (“Contract”).

WHEREAS, the parties entered into a Contract [BMS21086] to provide the legal services reasonably required to represent and advise HEIDI HALL, in her capacity as a Member of the Board of Supervisors of Nevada County, California; ED SCOFIELD, in his capacity as a Member of the Board of Supervisors of Nevada County, California; DAN MILLER, in his capacity as a Member of the Board of Supervisors of Nevada County, California; SUSAN HOEK, in her capacity as a Member of the Board of Supervisors of Nevada County, California; RICHARD ANDERSON, in his capacity as a Member of the Board of Supervisors of Nevada County, California; RICHARD O. JOHNSON, in his capacity as Public Health officer for Nevada County, California; AMY IRANI, Director, Environmental Health Services and KATHARINE ELLIOTT, County Counsel (hereafter collectively “You” or “the Individual County Defendants”) in connection with the lawsuit entitled *Tuck’s Restaurant and Bar, et al. v. Gavin Newsom, et al.*, USDC Eastern District, Case No. 20-CV-02256-KJM-CKD; and

WHEREAS, the parties now desire to amend the Contract to increase the Contract amount by \$225,000, for a maximum Contract amount of \$375,000; 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 parties now desire to extend the term of the contract to June 30, 2024.

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

1. Increase the Contract amount by \$225,000, for a maximum Contract amount of \$375,000.
2. Section 5, Termination of Services, is hereby extended to June 30, 2024.
3. That in all other respects the prior Contract of the parties shall remain in full force and effect except as amended herein.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to Personal Services Contract between the County of Nevada and Meyers Nave, effective as of the date first written above.

COUNTY OF NEVADA

CONTRACTOR:

By: \_\_\_\_\_  
Hon. Ed Scofield  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Deborah J. Fox  
Principal, Meyers Nave

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julie Patterson-Hunter  
Clerk of the Board

By: \_\_\_\_\_  
Katharine L. Elliott  
County Counsel