## EXHIBIT A

## AMENDMENT No 2 TO PERSONAL SERVICES CONTRACT WITH RIVERA HEWITT PAUL, LLP

THIS AMENDMENT No. 2 is made and is effective as of July 1, 2024, by and between Rivera Hewitt Paul, LLP ("Contractor"), and the County of Nevada ("County"). This Amendment No. 2 amends the Personal Services Contract between the parties for legal services, effective as of March 1, 2020 ("Contract").

WHEREAS, the parties executed a Personal Services Contract [PESN3978] for legal services in connection with a complaint for damages filed by Christina Hyde, et al. on behalf of the Estate of Linda Miller; <u>Hyde vs. County of Nevada</u>, USDC Case No. 2:20-at-00269; and

WHEREAS, the matter is ongoing, and an extension of the Contract term is necessary to provide for continued litigation services under this Contract; and

WHEREAS, the parties desire to extend the term of the Contract from June 30, 2024, to June 30, 2025; and

WHEREAS, additional funding is necessary to pay for ongoing litigation costs, including trial expenses; and

WHEREAS, the parties now desire to increase the maximum Contract amount by \$50,000, for a maximum Contract price of \$300,000; and

WHEREAS, the Contract will be paid by CSAC-EIA/PRISM, so there is no impact on the General Funds.

WHEREAS, the County desires that Contractor continue to provide legal services related to the continued project, and Contractor is ready, willing, and able to provide such services; and

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

- 1. The Contract is contingent upon the adoption of the fiscal year 2024/25 County Budget.
- 2. The contract begins on July 1, 2024.
- 3. That Section 2, Maximum Contract Amount, is hereby increased by \$50,000, from \$250,000 to \$300,000.

AMENDMENT No 2 TO PERSONAL SERVICES CONTRACT [PESN3978] WITH RIVERA HEWITT PAUL, LLP

- 4. Section 3, Contract Termination Date, is hereby extended to June 30, 2025.
- 5. That in all other respects the prior Contract of the parties shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Personal Services Contract between the County of Nevada and Rivera Hewitt Paul, LLP, effective as of the date first written above.

COUNTY OF NEVADA

CONTRACTOR:

By:

Hon. Hardy Bullock Chair, Board of Supervisors Jonathan B. Paul, Partner Rivera Hewitt Paul, LLP

ATTEST:

APPROVED AS TO FORM:

By:

Tine Mathiasen Chief Deputy Clerk of the Board of Supervisors By:

By:

Katharine L. Elliott County Counsel