

**FOURTH AMENDMENT
NAPA COUNTY AGREEMENT NO. 200210B
PROFESSIONAL SERVICES AGREEMENT**

THIS FOURTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 200210B is entered effective as of September 1, 2021, by and between the COUNTY OF NAPA, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as “COUNTY,” and RENNE PUBLIC LAW GROUP, LLP, a limited liability partnership, whose business address is 350 SANSOME STREET, SUITE 300, SAN FRANCISCO, CA 94104, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY has further retained CONTRACTOR to provide legal representation to COUNTY in matters related to the legal dispute between 3030 Airport Road, LLC (“3030”) and Napa County; and

WHEREAS, effective as of January 14, 2019, the Parties entered into Amendment No. 1 to the Agreement to increase the maximum compensation to be paid the CONTRACTOR under the Agreement from \$33,000 to \$200,000 to cover the costs of all pre-trial proceedings in *Napa County v. 3030 Airport Road, LLC*, Napa County Superior Court No. 19CV000305; and

WHEREAS, effective as of October 1, 2020, the Parties entered into Amendment No. 2 to the Agreement to increase the maximum compensation to be paid the CONTRACTOR under the Agreement from \$200,000 to \$475,000 to cover trial-related services; and

WHEREAS, effective as of January 1, 2021, the Parties entered into Amendment No. 3 to the Agreement to increase the maximum compensation to be paid the CONTRACTOR under the Agreement from \$475,000 to \$825,000 to cover additional trial and post-trial services in this action; a companion action filed by 3030 against the County; and to represent the County in an administrative complaint filed by 3030 with the Federal Aviation Administration; and

WHEREAS, CONTRACTOR has also negotiated, drafted, and is implementing a complicated settlement agreement to resolve all disputes between 3030 and the COUNTY; and

WHEREAS, it is necessary to increase the maximum compensation under Agreement 200210B to reimburse CONTRACTOR for the additional services described above and bring final resolution to these matters;

TERMS

NOW, THEREFORE, the Parties hereby further amend Napa County Agreement No. 200210B as follows:

1. Paragraph 3 of the Agreement is hereby amended to read in full as follows:
 3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR’s fulfillment of the additional

promised work of providing legal representation to the COUNTY in matters related to the litigation between COUNTY and 3030 Airport Road, LLC, including the negotiation, drafting, and implementation of full settlement of all disputes, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "A" attached to Agreement No. 200210B, and incorporated herein by reference.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the policy(s) set forth in Exhibit "A."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of Eight-Hundred and Ninety Thousand Dollars (\$890,000.00) for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

3. Except as provided above, all other terms and provisions of the Agreement, as previously amended, shall remain in full force and effect.
4. This amendment shall be effective as of the date first above written.

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IN WITNESS WHEREOF, this Fourth Amendment of Napa County Agreement No. 200210B was executed by the Parties hereto, effective as of the date first above written.

RENNE PUBLIC LAW GROUP, LLP

By: 
JONATHAN V. HOLTZMAN, Founding Partner

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair of the
Napa County Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Sherri S. Kaiser</u> Chief Deputy County Counsel Date: 1/18/2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____ _____
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