

**FIRST AMENDMENT
NAPA COUNTY AGREEMENT NO. 210364B
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 210364B is entered into effective as of July 15, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Renne Public Law Group, whose mailing address is 350 Sansome Street, Suite 300, San Francisco, CA 94104, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY has retained CONTRACTOR under Agreement No. 210364B (the “Agreement”), effective May 1, 2021, in the area of juvenile dependency appeals; and

WHEREAS, COUNTY now wishes to obtain specialized legal services, as authorized by Government Code section 3100, in the area of civil litigation and representation of COUNTY in all aspects of the lawsuit *Davis, et al v. County of Napa*, U.S. District Court case no. 3:21-CV-04603-JCS, and as mutually agreed; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth in the Agreement; and

WHEREAS, it is necessary to increase the maximum compensation and amend the scope of work in Agreement 210364B;

TERMS

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended in its entirety as follows:
 - 2. Scope of Services.** In coordination with and under supervision by Napa County Counsel, CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A,” attached hereto and incorporated by reference herein, and shall also provide legal representation of COUNTY in all aspects of the lawsuit *Davis, et al. v. County of Napa*, U.S. District Court case no. 3:21-CV-04603-JCS, and on other matters as mutually agreed.
2. Paragraph 3 of the Agreement is amended in its entirety to read as follows:
 - 3. Compensation.**

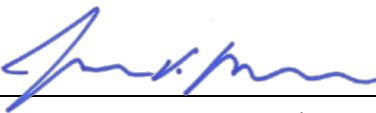
(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "A" and "A-1," attached hereto and incorporated by reference.

(b) Maximum Amount. Notwithstanding subsection (a) of this Paragraph 3, the maximum payments under this Agreement, as amended by this First Amendment, shall not exceed Two Hundred Seventy Five Dollars (\$275,000.00) per fiscal year; provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

3. Except as provided above, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Napa County Agreement No. 210364B is hereby executed by the parties and effective as of the date first written above.

RENNE PUBLIC LAW GROUP

By 
JON HOLTZMAN, Managing Partner

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair of the Napa County
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Sherri S. Kaiser</u> Chief Deputy County Counsel Date: <u>7/15/21</u>	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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EXHIBIT “A-1”



350 Sansome Street | Suite 300
San Francisco, CA 94104

FEE SCHEDULE EFFECTIVE JANUARY 1, 2021 TO DECEMBER 31, 2021

Attorneys

Partners:	\$375
Of Counsel/Senior Associates:	\$340
Associates:	\$295

Non-Attorneys

Law Clerks:	\$145 - \$155
Paralegals:	\$135 - \$195
Analysts:	\$95 - \$160

Our rates adjust every January by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest \$5