

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

THIS THIRD AMENDMENT TO NAPA COUNTY AGREEMENT NO. 210364B is entered into effective as of May 16, 2023, 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 retained CONTRACTOR under Agreement No. 210364B (the “Agreement”), effective May 1, 2021, in the area of juvenile dependency appeals; and

WHEREAS, the Agreement was amended on July 15, 2021, to include legal representation of the COUNTY in all aspects of the lawsuit *Katina 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; and to increase the maximum compensation to Two Hundred and Seventy-Five Thousand Dollars (\$275,000) per fiscal year;

WHEREAS, the Agreement was further amended on February 28, 2023, to include legal representation of the COUNTY in all aspects of the lawsuit *Napa County v. Hoopes Family Winery Partners, et al.*, Napa Superior Court Case No. 22CV001262; and to increase the maximum compensation for fiscal year 2022-2023 to Four Hundred and Fifty Thousand Dollars \$450,000; and

WHEREAS, it is necessary to increase the maximum compensation available under the Agreement for fiscal year 2022-2023 to Seven Hundred and Fifty Thousand Dollars (\$750,000) to enable CONTRACTOR to continue to ably represent COUNTY in the several active matters encompassed by this Agreement;

TERMS

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

1. 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,” “A-1,” and “A-2,” attached and incorporated by reference into the Agreement.

- (b) **Maximum Amount**. Notwithstanding paragraph (a), the maximum payments under this Agreement shall not exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000) per fiscal year; provided however, that for fiscal year 2022-2023, the

maximum payments shall not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000); and further provided that maximum payment amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

2. Except as provided in (1) above, the provisions of the Agreement shall remain in full force and effect as previously amended and approved.

IN WITNESS WHEREOF, this Third Amendment of Napa County Agreement No. 210364B was executed by the parties hereto as of the date first above written.

RENNE PUBLIC LAW GROUP

By _____
[SIGNATORY], Partner

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Sherri S. Kaiser</i> Chief Deputy County Counsel</p> <p>Date: May 5, 2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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