

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

THIS FIFTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 210364B is entered as of this ___ day of February 2024, 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, whose business 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; and

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, the Agreement was further amended on May 16, 2023, to increase the maximum compensation for fiscal year 2022-2023 to Seven Hundred and Fifty Thousand Dollars (\$750,000), but the Agreement reverted to maximum compensation of Two Hundred and Seventy-Five Thousand Dollars (\$275,000) for fiscal year 2023-2024; and

WHEREAS, the Agreement was further amended on November 28, 2023, to increase the maximum compensation to Eight Hundred Thousand Dollars (\$800,000) per fiscal year; and

WHEREAS, it is now necessary to increase the maximum compensation available under the Agreement, for fiscal year 2023-2024 only, to One Million Five Hundred Thousand Dollars (\$1,500,000) 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 Napa County Agreement No. 210364B as follows:

1. Paragraph 3 of the Agreement is amended in its entirety to read as follows:

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 Eight Hundred Thousand Dollars (\$800,000) per fiscal year; provided, however, that for fiscal year 2023-2024, the maximum payments shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000); 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 above, all other terms and provisions of the Agreement shall remain in full force and effect.

3. This Amendment shall be effective as of the date first above written.

IN WITNESS WHEREOF, this Fifth 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: 
ARTHUR HARTINGER, Partner

“CONTRACTOR”

COUNTY OF NAPA, a political subdivision of the State of California

By: _____
JOELLE GALLAGHER, Chair of the Napa County Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By:  Chief Deputy County Counsel</p> <p>Date: <u>1/25/2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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