SECOND AMENDMENT
NAPA COUNTY AGREEMENT NO. 210390B
PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 210390B is entered into effective as of April 1, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Rimon, P.C, a California Corporation, whose mailing address is 2029 Century Park East, Suite 400N, Los Angeles, CA 90067, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY has retained CONTRACTOR under Agreement No. 210390B (the "Agreement"), effective April 9, 2021, in the area of legal representation in third-party bankruptcy actions that could impact County interests, including but not limited to secured and unsecured property taxes; and

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

WHEREAS, it is necessary to increase the maximum compensation to cover the ongoing costs of these services.

TERMS

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

1. Agreement Paragraph 3, entitled "Compensation," is hereby amended to read in full 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 Exhibit "B," attached to the Agreement.

(b) Maximum Amount. Notwithstanding paragraph (a), the maximum payments under this Agreement and amendment shall not exceed Fifty Thousand Dollars ($50,000) per fiscal year, provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered."

2. All other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment of Napa County Agreement No. 210390B was executed by the parties hereto as of the date first above written.

RIMON, P.C.

By_____
JACQUELYN CHOI, Partner

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
BELIA RAMOS, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: __*/s/ Wendy M. Dau*_____ Deputy County Counsel Date: __*May 5, 2023*_____	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: _____