

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

THIS FOURTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 210364B is entered effective as of October 17, 2023, 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, it is necessary to increase the maximum compensation available under the Agreement to Eight Hundred Thousand Dollars (\$800,000) and extend the term to June 30, 2025 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 1 of the Agreement is amended in its entirety to read as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.
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,” “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 per fiscal year commencing in fiscal year 2023-2024 shall not exceed Eight Hundred Thousand Dollars (\$800,000); and further provided that maximum payment amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.
3. Except as provided above, all other terms and provisions of the Agreement 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. 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: _____
BELIA RAMOS, Chair of the
Napa County Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Sheryl L. Bratton</u> _____ County Counsel</p> <p>Date: <u>October 11, 2023</u> _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ 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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