

**THIRD AMENDMENT  
NAPA COUNTY AGREEMENT NO. 210390B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS THIRD AMENDMENT TO NAPA COUNTY AGREEMENT NO. 210390D** is entered into effective as of April 28, 2026, 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. 210390D (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 extend the term of the agreement to retain these services.


**TERMS**

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

1. Agreement Paragraph 1, entitled “Term of the Agreement,” is hereby amended to read in full as follows:
  1. **Term of the Agreement.** The term of this Agreement shall commence on April 9, 2021 and shall expire on June 30, 2031, 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).
2. All other terms and provisions of the Agreement as previously amended shall remain in full force and effect.

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

RIMON, P.C.

By   
JACQUELYN CHOI, Partner

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
AMBER MANFREE, Chair  
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>March 19, 2026</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</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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