



Local Agency Formation Commission of Napa County
Subdivision of the State of California

1754 Second Street, Suite C
Napa, California 94559
Phone: (707) 259-8645
www.napa.lafco.ca.gov

We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 6c (Consent/Action)

TO: Local Agency Formation Commission

FROM: David Key, Interim Executive Officer

MEETING DATE: October 5, 2026

SUBJECT: Third Amendment to Legal Services Agreement with Renne Public Law Group

RECOMMENDATION

It is recommended that the Commission consider taking the following action:

1. Approve the Third Amendment to the Legal Services Agreement with Renne Public Law Group (RPLG) to increase the not-to-exceed compensation limit to \$150,000.

BACKGROUND AND SUMMARY

The history of the legal services agreement and its subsequent expansions is as follows:

- **Original Agreement (May 4, 2026):** Napa LAFCO entered into a Legal Services Agreement with RPLG. The scope of engagement was strictly limited to providing legal advice and representation in connection with two pending applications involving the City of American Canyon. The agreement established a blended hourly rate of \$350.00 for all attorneys. The initial compensation for these services, inclusive of expenses, was capped at a not-to-exceed amount of \$5,000.00. The agreement was executed by Brendon Freeman, Executive Officer.
- **First Amendment (June 3, 2026):** Following approval provided by the Commission on June 1, 2026, the agreement was amended to increase the not-to-exceed compensation limit to \$20,000. This amendment was executed by Executive Officer Brendon Freeman.
- **Second Amendment (August 24, 2026):** The agreement was amended a second time to increase the not-to-exceed compensation limit to \$40,000. This amendment was accepted and agreed to retroactive to August 1, 2026. The second amendment expressly superseded the prior June 3, 2026 amendment. It was executed by Executive Officer Brendon Freeman.

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 5th District

Anne Cottrell, Commissioner
County of Napa Supervisor, 3rd District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

David Key
Interim Executive Officer

- **Third Amendment (September 24, 2026):** The current proposed third amendment increases the not-to-exceed compensation limit for the originally described services to \$150,000. This amendment supersedes both the June 3, 2026 amendment and the August 24, 2026 second amendment. The terms are accepted and agreed to retroactive to September 1, 2026. It is addressed to David Key, Interim Executive Officer.

DISCUSSION

The original agreement retains the legal services of the law firm as a whole, with Rubin E. Cruse, Jr. designated as the attorney in charge of the matter. Administrative parameters established in the original May 4, 2026 agreement state that monthly statements will be sent to Napa LAFCO and are due within 30 days of receipt. The firm's billing is calculated in 1/10ths of an hour increments.

Except for the financial amendments to the not-to-exceed cap outlined in the Background section, all other terms and conditions of the May 4, 2026 Legal Services Agreement remain in full force and effect.

ATTACHMENTS

- 1) May 4, 2026 Legal Services Agreement
- 2) June 3, 2026 Legal Services Agreement Amendment
- 3) August 24, 2026 Legal Service Agreement Second Amendment
- 4) September 24, 2026 Proposed Legal Services Third Amendment



350 Sansome Street | Suite 300
San Francisco, CA 94104

Rubin E. Cruse, Jr.
Partner
O: 415-848-7200
rcruse@publiclawgroup.com

May 4, 2026

Via Email: bfreeman@napa.lafco.ca.gov

Brendon Freeman
Executive Officer
Napa Local Agency Formation Commission
1754 2nd St Unit C
Napa, CA 94559

Re: Legal Services Agreement – Local Agency Formation Commission of Napa County

Dear Mr. Freeman:

Thank you for providing Renne Public Law Group ("RPLG") with the opportunity to provide legal services on behalf of the Local Agency Formation Commission of Napa County ("Napa LAFCO"). We appreciate the opportunity to serve as Napa LAFCO's lawyers and look forward to working with you on this matter.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. This agreement creates an attorney-client relationship between Napa LAFCO and RPLG. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** RPLG will provide legal advice and representation to Napa LAFCO in connection with two pending applications involving the City of American Canyon. Our work is limited to such services. If we agree to provide legal services in additional discrete matters, we will confirm the engagement and bill separately for such services.
2. **Fees and Personnel.** As compensation for our services, our fees will be based on a blended rate of \$350.00 for all attorneys. Rates will generally be increased annually on January 1 by the greater of 5% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.

I will be the attorney in charge of your matter. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys are assigned to work on your matter, their time will be billed at the blended rate. In the unlikely event of a dispute over fees, the parties agree that the dispute will be submitted to arbitration pursuant to the California State Bar's Mandatory Fee Arbitration Program. Compensation for the services described in this agreement, inclusive of expenses, is not to exceed \$5,000.00 unless this agreement is approved by the Napa LAFCO Commission.

May 4, 2026

Page 2

3. **Billing and Payment Responsibilities.** RPLG will send monthly statements, which are due within 30 days of receipt. If Napa LAFCO has any questions about an invoice, please promptly telephone or write to me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

Billing and payment procedures are outlined in Attachment A

4. **Termination of Services.** Napa LAFCO may terminate RPLG's services at any time by written notice. After receiving such notice, we will cease providing services. RPLG will cooperate with Napa LAFCO in the orderly transfer of all related files and records to Napa LAFCO's new counsel.

RPLG may terminate its services for any reason upon reasonable written notice, consistent with the Rules of Professional Conduct. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.
6. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.
8. **Joint Representation.** Our firm maintains Of Counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter that you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services; rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.
9. **Conflicts.** As you know, RPLG represents numerous public agencies, nonprofits and private clients throughout California. It is inevitable that certain clients might have certain objectives and policies that are not shared by other clients. For example, a city may support proposed legislation, while another city may be opposed to it.

May 4, 2026

Page 3

Napa LAFCO recognizes this reality, acknowledges that this sort of policy disagreement may occur, and agrees that it will not assert a legal conflict of interest based on these types of policy or legislative disagreements. Nothing in this paragraph shall be construed to diminish or override RPLG's duty to adhere to the Rules of Professional Responsibility, including the rules governing legal conflicts of interest.

10. **Indemnification.** To the fullest extent permitted by law, RPLG shall indemnify, defend, and save harmless Napa LAFCO, its agents, officers, and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages resulting from RPLG's willful misconduct or negligent acts or omissions, arising from or connected with services performed under this Agreement. RPLG's obligations under this paragraph apply unless it is finally adjudicated that the liability was caused by the negligence or sole willful misconduct of Napa LAFCO. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of Napa LAFCO, then RPLG's obligation under this paragraph shall be reduced in proportion to the established comparative liability.

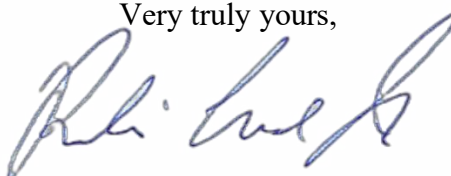
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May 4, 2026

Page 4

11. **Insurance.** RPLG shall maintain Professional Liability Insurance that covers the service to be performed in connection with the Agreement in an amount not less than \$2 million.

Very truly yours,



Rubin E. Cruse, Jr.
Partner

Approved:



Jonathan V. Holtzman
Managing Partner

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

Napa Local Agency Formation Commission

Signature: 

Print Name: Brendon Freeman
Title: Executive Officer

May 4, 2026

Page 5

ATTACHMENT A

RENNE PUBLIC LAW GROUP STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

The Firm charges separately for disbursements to third parties made on the client's behalf. Such costs and disbursements include, for example, the following: travel-related expenses, transcription, overnight delivery, production and messenger services.

May 4, 2026

Page 6

If you have any questions regarding an invoice, the Billing Coordinator or Accounting Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.



350 Sansome Street | Suite 300
San Francisco, CA 94104

Rubin E. Cruse, Jr.
Partner and Head of Government Practice
415-848-7200
rcruse@publiclawgroup.com

June 3, 2026

Via Email: bfreeman@napa.lafco.ca.gov

Brendon Freeman
Executive Officer
Napa Local Agency Formation Commission
1754 2nd St Unit C
Napa, CA 94559

Re: Legal Services Agreement Amendment- Not to Exceed Increase

Dear Mr. Freeman:

Pursuant to approval provided by the Local Agency Formation Commission of Napa County ("Napa LAFCO") on June 1, 2026, the last sentence of Section 2 of the May 4, 2026 Legal Services Agreement between Napa LAFCO and Renne Public Law Group (RPLG) is amended to provide that compensation for the services described in the May 4, 2026 Legal Services Agreement, inclusive of expenses, is not to exceed \$20,000 unless this agreement is approved by the Napa LAFCO Commission.

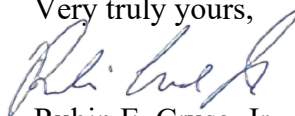
Except as amended herein, all other terms and conditions of the May 4, 2026 Legal Services Agreement shall remain in full force and effect.

Please sign below and return to my attention.

Rubin Cruse
June 3, 2026
Page 2

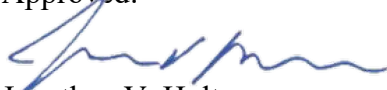
Please let me know if you have any questions. We look forward to continuing to work with you on this matter.

Very truly yours,



Rubin E. Cruse, Jr.
Partner and Head of Government Practice

Approved:



Jonathan V. Holtzman
Managing Partner

cc: RPLG Billing Department

These items are accepted and agreed to as of June 3, 2026

Napa Local Agency Formation Commission

Signature:



Print Name: Brendon Freeman
Title: Executive Officer

RPLG Renne Public Law Group®
350 Sansome Street | Suite 300
San Francisco, CA 94104

Rubin E. Cruse, Jr.
Partner and Head of Government Practice
415-848-7200
rcruse@publiclawgroup.com

August 24, 2026

Via Email: bfreeman@napa.lafco.ca.gov

Brendon Freeman
Executive Officer
Napa Local Agency Formation Commission
1754 2nd St Unit C
Napa, CA 94559

Re: Legal Services Agreement Second Amendment- Not to Exceed Increase

Dear Mr. Freeman:

Upon approval from the Local Agency Formation Commission of Napa County ("Napa LAFCO"), the last sentence of Section 2 of the May 4, 2026, Legal Services Agreement between Napa LAFCO and Renne Public Law Group (RPLG), as previously amended by a June 3, 2026, Legal Service Agreement Amendment, is further amended to provide that compensation for the services described in the May 4, 2026, Legal Services Agreement, inclusive of expenses, is not to exceed \$40,000.

This Legal Services Agreement Second Amendment shall serve to supersede the June 3, 2026, Legal Services Agreement Amendment.

Except as amended herein, all other terms and conditions of the May 4, 2026, Legal Services Agreement shall remain in full force and effect.

Please sign below and return to my attention.



Rubin Cruse Jr.
August 24, 2026
Page 2

Please let me know if you have any questions. We look forward to continuing to work with you on this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Rubin E. Cruse, Jr.", written in a cursive style.

Rubin E. Cruse, Jr.
Partner and Head of Government Practice

Approved:

A handwritten signature in blue ink, appearing to read "Jonathan V. Holtzman", written in a cursive style.

Jonathan V. Holtzman
Managing Partner

cc: RPLG Billing Department

These items are accepted and agreed to retroactive to August 1, 2026

Local Agency Formation Commission of Napa County

Signature:

A handwritten signature in blue ink, appearing to read "Brendon Freeman", written in a cursive style. To the right of the signature, the words "Interim Executive Officer" are handwritten in blue ink.

Print Name: Brendon Freeman
Title: Executive Officer

RPLG Renne Public Law Group®
350 Sansome Street | Suite 300
San Francisco, CA 94104

Rubin E. Cruse, Jr.
Partner and Head of Government Practice
415-848-7200
rcruse@publiclawgroup.com

September 24, 2026

Via Email david@thepaperworkcompany.com

David Key
Interim Executive Officer
Local Agency Formation Commission
Of Napa County
1754 2nd St Unit C
Napa, CA 94559

Re: Legal Services Agreement Third Amendment- Not to Exceed Increase

Dear Mr. Key:

Upon approval from the Local Agency Formation Commission of Napa County (“Napa LAFCO”), the last sentence of Section 2 of the May 4, 2026, Legal Services Agreement between Napa LAFCO and Renne Public Law Group (RPLG), as previously amended by a June 3, 2026, Legal Services Agreement Amendment, and as previously amended by an August 24, 2026 Legal Services Agreement Second Amendment, is further amended to provide that compensation for the services described in the May 4, 2026, Legal Services Agreement, inclusive of expenses, is not to exceed \$150,000.

This Legal Services Agreement Third Amendment shall serve to supersede the June 3, 2026 Legal Services Agreement Amendment, and the August 24, 2026, Legal Services Agreement Second Amendment.

Except as amended herein, all other terms and conditions of the May 4, 2026, Legal Services Agreement shall remain in full force and effect.

Please sign below and return to my attention.

Rubin Cruse Jr.
September 24, 2026
Page 2

Please let me know if you have any questions. We look forward to continuing to work with you on this matter.

Very truly yours,

Rubin E. Cruse, Jr.
Partner and Head of Government Practice

Approved:

Jonathan V. Holtzman
Managing Partner

cc: RPLG Billing Department

These items are accepted and agreed to retroactive to September 1, 2026

Local Agency Formation Commission of Napa County

Signature:

Print Name: David Key

Title: Interim Executive Officer