

EXHIBIT A

CITY ATTORNEY EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”), is made by and between the City of Napa, a California public agency (“City”) and Renee Giacomini Brewer (“Employee”), an individual, both of whom agree as follows:

RECITALS

1. Section 75 of the Charter of the City of Napa (“City Charter”) provides that the City Council shall, by a majority vote of the City Council, appoint a City Attorney to hold office at the pleasure of the City Council.

2. Chapter 2.12.050 of the City of Napa Municipal Code (“Municipal Code”) provides that the City Attorney is included as an appointive officer of the City, and Chapter 2.24 of the Municipal Code establishes the duties of the City Attorney.

3. City currently has a vacancy in the position of City Attorney.

4. City is interested in appointing Employee as the City Attorney, and Employee is willing to accept that position.

5. The City and Employee desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

NOW, THEREFORE, the parties agree as follows:

Section 1. Appointment; Duties and Authority

City agrees to appoint Employee as City Attorney, to perform the functions, duties, and responsibilities set forth in section 75 of the City’s Charter, Chapter 2.24 of the City’s Municipal Code, applicable provisions of state law, and such other applicable ordinances and resolutions now in effect or subsequently adopted by the City Council. Employee is subject to the direction and oversight of the Council, and is appointed “at will,” meaning that the employee serves in the capacity of City Attorney at the pleasure of the Council in accordance with Government Code § 36506.

Section 2. Hours of Work.

Employee is exempt under applicable wage and hour laws and is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must be available to the Council, City management staff, and other staff during City’s regular hours of business, and Employee is generally expected to be working during such regular hours of business. Employee’s position also requires frequent time worked outside of customary business hours (e.g. to attend Council meetings or other meetings on the City’s behalf). As such, Employee’s daily and weekly work schedule, and location of work, will vary in accordance with the work to be performed, and in accordance with specific direction provided by the Council.

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Section 3. Obligations of Employee

A. Full Energy and Skill. Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the City. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to the City's business and affairs.

B. No Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee's duties.

C. Outside Activities. Employee shall not spend more than eight (8) hours per month in teaching, consulting, expert witness testimony, speaking, or other non-City-connected business for which compensation is paid without express prior consent of the Council. Employee will take personal leave (i.e. vacation time) for all outside activities of this nature.

Section 4. Term

The effective date ("Effective Date") of this Agreement is August 24, 2026. The term of this Agreement is for a three-year period from the Effective Date through August 23, 2029, unless terminated earlier by either party in accordance with the provisions of this Agreement. In the event of non-renewal, City agrees to provide Employee with sixty (60) days' advance notice prior to the end of the term.

Section 5. Compensation

A. Salary. Effective August 24, 2026, Employee will receive a gross base salary of \$290,000.00 per year (which will be within the payrate established in the City's salary schedule for the City Attorney position). Employee shall be paid at the same intervals and in the same manner as other management employees, and all wage payments are subject to applicable payroll taxes and withholdings.

B. Salary Adjustments. In connection with Employee's annual performance evaluation, the Council can decide, in its sole discretion, whether to award Employee any increase in compensation. In addition, the Council has discretion to award Employee increases in compensation at other times deemed appropriate by the Council. Employee is not guaranteed any compensation increase, even with a positive evaluation.

Section 6. Performance Evaluation

On an annual basis (on or near Employee's anniversary date as may be mutually convenient), the Council shall conduct an evaluation of Employee's performance and provide guidance and direction regarding Employee's work performance. Nothing in this paragraph prohibits the Council from conducting additional formal performance evaluations when deemed appropriate or from providing informal feedback to Employee regarding Employee's work performance.

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Section 7. Benefits

A. Executive Compensation and Terms of Employment Summary. Except as otherwise provided in this Agreement, Employee will be provided with benefits of employment consistent with those described in the Executive Compensation and Terms of Employment Summary (“Executive Summary”), adopted by the Council in Resolution R2025-027 and as may be subsequently modified. This includes, without limitation, CalPERS retirement benefits, deferred compensation plan, City-sponsored health and welfare benefits, vehicle allowance, vacation, management leave, and sick leave.

B. Vacation. For purposes of Employee’s vacation benefits, Employee will be awarded eighty (80) hours of vacation on the Effective Date of this Agreement. For purposes of vacation accrual, Employee will be credited with thirty-one years of service as a City employee and will increase her longevity each year thereafter.

C. Management Leave. On the Effective date of this Agreement, Employee will be credited with forty-one (41) hours of Management Leave, for her use during calendar year 2026. In accordance with the Executive Summary, Management Leave is available for use the first of the month following the Effective Date of this Agreement. In subsequent calendar years during the term of this Agreement, Employee will be awarded with Management Leave at the commencement of each calendar year in accordance with the Executive Summary.

D. Moving Expenses. If Employee elects to relocate to a location within City limits during the term of this Agreement, Employee is eligible to receive up to \$15,000 in moving expenses. For purposes of this provision, moving expenses include packing, moving, storage costs, unpacking, and related insurance charges. In order to be eligible for reimbursement, Employee must submit receipts to the City for qualifying expenses.

E. Retirement. The City contracts with CalPERS for retirement benefits. Employee will be entitled to those benefits under the terms of the contract between the City and CalPERS. The applicable retirement formula will be determined by CalPERS after the City has enrolled Employee into CalPERS. If Employee is deemed a classic member, Employee shall pay the normal member contribution in accordance with the City’s policies. If Employee is deemed a new member, Employee shall pay any and all contributions required of new members under the provisions of the California Public Employees’ Pension Reform Act of 2013. Employee shall complete the “Reciprocal Self-Certification Form” and submit the form to the City within 10 business days after employment has commenced.

Section 8. Termination

A. No Property Interest. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee’s employment as City Attorney. Employee understands and agrees that Employee works at the will and pleasure of the City Council, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing.

B. Employee Resignation and Notice. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign voluntarily at any time from the position of

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City Attorney, in which case Employee is requested to voluntarily provide sixty (60) days' notice in advance, unless the Parties agree otherwise. In the event the Employee voluntarily resigns without being asked by the City to resign (as provided in subsection C below), the Employee shall not be eligible for nor entitled to any severance pay.

C. Severance Pay. If Employee is asked to resign or is terminated without cause, as City Attorney, then Employee shall be eligible to receive a cash payment equivalent to the sum of Employee's base monthly salary multiplied by six (6) (or by the remaining number of months in the then-existing term of the Agreement, whichever is less, in accordance with California Government Code section 53260). This cash payment, at the City Council's discretion, will be paid either on a prorated, monthly basis over the number of months involved or as a lump sum. Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against the City (and its officers, employees, etc.) to the full extent permitted by law, in a form prepared by or approved by the City's outside legal counsel, and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this paragraph. Upon termination, employee shall also be paid for any accrued, but unused, vacation.

D. For Cause Termination; Ineligibility for Severance. If Employee is terminated for cause, Employee shall not be eligible for nor paid any severance pay except as provided in the remainder of this subsection. "Cause" is defined as a conflict of interest; any acts of dishonesty, fraud, misappropriation or misrepresentation; an unreasonable refusal to comply, or failure to act in accordance, with lawful direction given by the City Council; repeated neglect of duties required to be performed under this Agreement; gross mismanagement; and any acts of moral turpitude (on or off duty.) In the event that Employee's employment and this Agreement are terminated for cause, Employee will be presented with a general description of the basis for said cause. If Employee seeks to challenge that determination, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause" as defined above. If the court determines there was not substantial evidence, Employee shall receive the severance pay provided in this subsection, but no other damages, attorneys' fees, litigation costs expenses or other award. Under no circumstances shall the Employee be entitled to reinstatement as a result of such action.

E. Termination Due to Employee Death. If Employee dies while employed under this Agreement, the employment relationship and this Agreement shall immediately terminate, and the City shall, in accordance with applicable law, pay all compensation earned through the date of death to Employee's spouse, estate, or personal representative. No severance benefits apply in the event of termination due to death.

Section 9. Indemnification

A. Fidelity and Other Required Bonds. The City will pay the cost of any fidelity or other bonds required of the Employee under applicable law.

B. Indemnity. In accordance with and subject to the California's Government Claims Act (Government Code §810 *et seq*), the City will defend and indemnify Employee against and for all losses sustained by Employee arising in the scope of, and in consequence of, the discharge of duties on the City's behalf for the period of Employee's City employment. The City's obligation to defend

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and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. The City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

C. Professional Development and Memberships. Subject to budget approval, the City will pay the reasonable dues for Employee's membership in professional organizations associated with the office of City Attorney and the cost of state and local bar association dues.

D. Professional Events. Subject to budget approval, the City will pay the cost of attending conferences or other events (i.e. out-of-town meetings, professional seminars, etc.) necessary for the proper discharge of Employee's duties. The City will allow Employee reasonable time away from regular duties to participate in the annual conferences of these organizations.

E. Necessary Employment Expenses. The City will reimburse Employee for all expenses necessarily incurred in performing duties under this Agreement for the benefit of the City. Such expenses must be supported by written receipts and will be processed in accordance any established City expense policy. Employee must obtain approval from the Mayor before incurring any travel-related expenses related to attendance at any conferences associated with City Attorney functions. Reimbursable expenses include travel, accommodations, and registration for conferences, and meals.

Section 10. Notices

Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City of Napa
P.O. Box 660
955 School Street
Napa, CA 94559
Attn: Mayor

Employee: Renee Giacomini Brewer
Mailing address last on file with City

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

Section 11. General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between City and Employee with respect to the appointment. Any prior discussions or representations by or between the parties regarding this appointment are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be

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incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the City and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.

C. Effective Date. This Agreement shall become effective and Employee's employment as City Attorney shall commence on August 24, 2026.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered, addressing consequences for conviction of a crime for abuse of office or position.

F. Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action. Nothing in this subsection shall be read to prevent the parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by the presiding officer.

G. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and the City agree that venue for any dispute shall be in Napa County, California.

H. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

I. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

J. Counterparts. The Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

EMPLOYER:

CITY OF NAPA

By: _____
Mayor Scott Sedgley

Date

EMPLOYEE:

Renee Giacomini Brewer

Date

APPROVED AS TO FORM

Christopher Diaz, Interim City Attorney

Date