

AMENDMENT NO. 5 TO AGREEMENT NO. C2024-697
Interim City Attorney Legal Services

City Budget Code: 10014100-53214

This Amendment No. 5 ("**Amendment**") to City Agreement No. C2024-697, entitled Interim City Attorney Legal Services ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and *Best, Best & Krieger LLP* ("**Consultant**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. City and Consultant entered into the Agreement, effective September 3, 2024, for an amount not to exceed \$350,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), Consultant, acting in its capacity as a municipal law firm licensed and in good standing under California law, will perform the services described in the Scope of Services and Schedule of Performance, attached hereto as Exhibit "A" and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement.

B. City and Consultant previously entered into Amendment No. 1 to the Agreement, effective March 20, 2025, for an amount not to exceed \$825,000, for additional services in accordance with the terms and conditions of the Amendment.

C. City and Consultant previously entered into Amendment No. 2 to the Agreement, effective August 21, 2025, for an amount not to exceed \$1,300,000, for additional services in accordance with the terms and conditions of the Amendment.

D. City and Consultant previously entered into Amendment No. 3 to the Agreement, effective December 8, 2025, for an amount not to exceed \$1,800,000, for additional services in accordance with the terms and conditions of the Amendment.

E. City and Consultant previously entered into Amendment No. 4 to the Agreement, effective June 12, 2026, for an amount not to exceed \$2,125,000, for additional services in accordance with the terms and conditions of the Amendment.

F. City has determined that additional funding is necessary to continue the Services under the Agreement until the transition to the new City Attorney is complete, as set forth in the Scope of Additional Services and Schedule of Performance, attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. SCOPE OF ADDITIONAL SERVICES. Consultant will perform the Additional Services described in Exhibit "A" in accordance with the terms and conditions of this Amendment.

3. PAYMENT. City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$750,000, consisting of \$150,000 from the City Attorney's Office FY26 budget and \$600,000 from the City Attorney's Office FY27 budget. The cumulative total compensation payable to the Consultant will not exceed \$2,875,000 without prior written authorization from the City (based on \$2,125,000 for the original Agreement and any prior amendments thereto, plus \$750,000 for this Amendment).

4. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

5. SIGNATURES; ELECTRONIC SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Consultant and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

By: _____
Steve Potter, City Manager

CONSULTANT:
Best, Best & Krieger LLP

By: _____
Christopher J. Diaz, Partner

Date: _____
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Daniel Doporto, Special Counsel

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

Interim City Attorney Services Consultant shall provide Interim City Attorney services from September 7, 2024, until the City retains a permanent City Attorney, and that City Attorney begins their service for the City. Interim City Attorney services shall include attendance at meetings of the City Council and other City bodies as requested; provision of legal advice on City matters to the City Council and City staff; preparation, review and/or approval of ordinances, resolutions, contracts, and other legal documents; preparation of legal opinions regarding City matters as requested by the City Council and other City officials; general municipal advice to all departments in the City; and coordination and management of the work of in-house staff in the City Attorney's Office and outside legal counsel as needed and as directed by the City Council and/or City Manager.

Interim City Attorney The designated Interim City Attorney shall be Christopher Diaz, Partner. Mr. Diaz shall be responsible for the performance of all Services under this Agreement, including the coordination and supervision of Services performed by other members of Consultant. If Mr. Diaz is unavailable to attend a City Council meeting, Mr. Diaz will arrange for another Consultant attorney to attend such meetings in his absence. Mr. Diaz shall exercise the duties and powers of the City Attorney as set forth in the City Charter and Napa Municipal Code Chapter 2.24, and as directed by the City Council through ordinances, resolutions, and minute actions. Mr. Diaz shall also serve as General Counsel to the Housing Authority of the City of Napa and General Counsel to the Public Financing Authority of the Napa Enhanced Infrastructure Financing District. No change in the designated Interim City Attorney shall be made without approval of the City Council.

Additional Legal Services. Upon request, Consultant will provide additional legal services after the permanent City Attorney begins service for the City. Such additional legal services shall be provided at the direction of the permanent City Attorney and in accordance with the rates set forth herein.