

**AMENDMENT NO. 5 TO  
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AGREEMENT NO. F-103 (FC)**

**PROFESSIONAL SERVICES AGREEMENT**

This AMENDMENT NO. 5 ("Amendment No. 5") TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. F-103 (FC) (the "Agreement") is made and entered into effective as of March 18, 2025, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California ("DISTRICT"), and Somach Simmons & Dunn, a Professional Corporation, whose business address is 500 Capitol Mall, Suite 1000, Sacramento, California 95814 ("CONTRACTOR"). DISTRICT and CONTRACTOR may be referred to below individually as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, CONTRACTOR previously represented DISTRICT and other public agencies in litigation against the California Department of Water Resources (DWR) involving disputes over rights to water from the State Water Project, on record in Sacramento Superior Court as Case No. 34-2008-00016338-CU BC GOS; and

**WHEREAS**, the litigation was resolved through various settlement agreements among the parties, collectively filed with the Sacramento Superior Court on January 30, 2014; and

**WHEREAS**, a dispute arose between DISTRICT and DWR over the interpretation of their settlement agreement; and

**WHEREAS**, on November 16, 2020, the Parties entered into Agreement F-103 (FC), as authorized by Government Code section 31000, in order to advise, assist, and represent the DISTRICT in its dispute over the proper interpretation of the settlement agreement with DWR; and

**WHEREAS**, on June 15, 2021, the Parties entered into Amendment No. 1 of Agreement F-103 (FC) continuing the services of CONTRACTOR regarding ongoing discussions of the proper interpretation of the settlement agreement; and

**WHEREAS**, on December 7, 2021, DISTRICT Board of Directors authorized the DISTRICT to proceed with litigation to enforce the DISTRICT's settlement agreement and execute a Memorandum of Understanding to allocate costs to DISTRICT and other parties; and

**WHEREAS**, on October 4, 2022, the Parties entered into Amendment No. 2 of Agreement F-103 (FC) continuing the services of CONTRACTOR regarding ongoing discussions of the proper interpretation of the settlement agreement; and

**WHEREAS**, on February 20, 2024, the Parties entered into Amendment No. 3 of Agreement F-103 (FC) continuing the services of CONTRACTOR regarding ongoing discussions of the proper interpretation of the settlement agreement; and

**WHEREAS**, on July 9, 2024, the Parties entered into Amendment No. 4 of Agreement F-103 (FC) continuing the services of CONTRACTOR regarding ongoing discussions of the proper interpretation of the settlement agreement; and

**WHEREAS**, the civil action is scheduled for mediation and trial, if an agreement in principal is not reached prior to; and

**WHEREAS**, DISTRICT wishes to continue receiving specialized services from CONTRACTOR, as authorized by Government Code section 31000, necessary to advise, assist, and represent the DISTRICT in its dispute over the proper interpretation of the settlement agreement with DWR; and

**WHEREAS**, CONTRACTOR is willing to continue providing such specialized services to DISTRICT under the terms and conditions set forth herein; and

**WHEREAS**, DISTRICT and CONTRACTOR desire to increase the maximum amount of compensation to one hundred twenty thousand dollars for Fiscal Year 24/25.

### **TERMS**

**NOW, THEREFORE**, DISTRICT and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 3, subd. (c), of the Agreement is hereby amended in full to read as follows:

Maximum Amount. Notwithstanding subparagraphs (a) or (b), the maximum payments under this Agreement shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) for Fiscal Year 24/25 and SIXTY THOUSAND DOLLARS per fiscal year thereafter; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

2. This Amendment No. 5 represents all the changes to the Agreement agreed to by DISTRICT and CONTRACTOR. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment shall remain in full force and effect.

3. This Amendment No. 5 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**IN WITNESS WHEREOF**, this Amendment No. 5 is executed by DISTRICT and by CONTRACTOR through its duly authorized officer.

SOMACH SIMMONS AND DUNN



By \_\_\_\_\_  
ANDREW HITCHINGS, Shareholder

"CONTRACTOR"

NAPA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT, a  
special district of the State of California

By: \_\_\_\_\_

Chairperson of the Board of Directors

"DISTRICT"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> District Counsel</p> <p>Date: 02/21/2025</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary of the District Board</p>	<p>ATTEST: Secretary of the District Board</p> <p>By: _____</p>
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