

AMENDMENT NO. 2 TO AGREEMENT NO. C2018-331
Negotiation Services related to the Napa Civic Center Project No. FC15PW02

City Budget Code: FC15PW02

This Amendment No. 2 ("**Amendment**") to City Agreement No. C2018-311, entitled Negotiation Services related to the Napa Civic Center Project No. FC15PW02 ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Jones Lang LaSalle Americas, Inc., a Maryland Corporation ("**Consultant**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. City and Consultant entered into the Agreement, effective February 23, 2018, for an amount not to exceed \$124,500, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including architectural services related to the Civic Center Project. City and Consultant previously entered into Amendment No. 1 to the Agreement, effective April 3, 2019.

B. City has determined that additional Services ("**Additional Services**") are required to continue, modify, or expand the Services performed under the Agreement, 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 \$262,000. The cumulative total compensation payable to the Consultant will not exceed \$1,011,500 without prior written authorization from the City (based on \$124,500 for the original Agreement and any prior amendments thereto, plus \$625,000 for Amendment No. 1, plus \$262,000 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.** 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. 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

CONSULTANT:
Jones Lang LaSalle Americas, Inc.
A Maryland Corporation

By: _____
Steve Potter, City Manager

By: _____
Robert Hunt, Managing Director

ATTEST:

Tiffany Carranza, City Clerk

By: _____

Date: _____
("Effective Date")

COUNTERSIGNED:

Desiree Brun, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

EXHIBIT "A"**SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE**

1.0. SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

During the Period of August 1, 2019 to March 31, 2020 scope shall include:

- Create, conduct, and coordinate a Site Comparison Analysis between two alternative locations for the Public Safety & City Hall Facilities Project ("Project") (per City Council direction 7/23/19)
- Perform a Project Alternatives Analysis inclusive of the possibility of renovating existing facilities
- Conduct and augment City Staff in public engagement activities related to the Project
- Development and renovation costing as requested by the City
- Provide general professional advisement, analysis, and/or document drafting related to the Napa Civic Center Project as requested.
- Provide general advisory services on all aspects of the Project, Project Agreement, and negotiations as requested by the City.
- See attached proposal for additional details.

Based on the above rate schedule and scope, Consultant has estimated approximately \$32,750 per month in costs (inclusive of subconsultants AECOM and MIG); however, Consultant shall be paid based on actual hours worked and any reimbursable costs. The total amount for this Amendment shall not exceed \$256,000. Consultant shall notify the City when total costs on this contract have exceeded \$220,000.

2.0. SCHEDULE OF PERFORMANCE. The Consultant shall coordinate with the City's authorized representative to ensure that work performed is coordinated with the overall project agreement, negotiations and design schedules.

RE: City of Napa Public Safety & City Hall Facilities Project

Dear Heather,

In our continued engagement with the City of Napa ("City") for the consolidation of City Hall functions and renewal of public safety facilities ("Project"), we propose the upcoming work items listed below, based on your request. These items are intended to promote the City's success in making informed decisions about major upcoming capital investments. Our goal is to advance the City's interests through aiding you in ongoing public outreach and communication, internal stakeholder engagement, technical analysis and costing, and up-to-date real estate market information to aid the City in creating a transformational project downtown.

This proposed contract addendum is intended to offer services that fill in gaps identified by the City after the creation of the initial contract last March, as well as encompass technical services related to reinitiating the Project's next phase after selection of a Project Alternative (currently anticipated late January 2020). We understand the City's needs as the following:

- Create, conduct, and coordinate a Site Comparison Analysis between two alternative locations for the Public Safety & City Hall Facilities Project ("Project") (per City Council direction 7/23/19)
- Perform a Project Alternatives Analysis inclusive of the possibility of renovation of existing facilities
- Conduct and augment City Staff in public engagement activities related to the Project
- Development and renovation costing as requested by the City
- Provide general professional advisement, analysis, and/or document drafting related to the Napa Civic Center Project as requested.
- Provide general advisory services on all aspects of the Project, Project Agreement, and negotiations as requested by the City

These work efforts can be broken down as follows:

Additional Site Comparison Analysis

- *Create, conduct, and coordinate a Site Comparison Analysis between two alternative locations for the Public Safety & City Hall Facilities Project ("Project") (per City Council direction 7/23/19), including:*
 - Identification of Key Evaluation Criteria between Site Areas "A" & "C" for the purposes of selecting one Site Area for the location of the Project
 - Coordination with Staff in regard to flood, traffic, parking, and other related analytical considerations
 - High-level costing of demolition, fill, and site work related to each site area
 - Coordination with professional brokers to identify estimated values of properties under analysis
 - Development of draft Staff Report for Staff review, update, and finalization
 - Continued coordination of stakeholder engagement during the interim analysis period

Project Alternatives Analysis

- *Perform a Project Alternatives Analysis inclusive of the possibility of renovating existing facilities.* Given that the scope of services in the March 5, 2019 contract addendum provided for a certain cadence of stakeholder engagement through August 2019 (the anticipated Alternatives Analysis completion date at that time), and the City's request that the cadence of the stakeholder engagement be increased and the overall project timeline lengthened to engage stakeholders adequately, some of the funds previously anticipated for development of Project Alternatives has been utilized to deliver services related to stakeholder engagement. For example, the March 2019 addendum specified an assumption of 16 stakeholder meetings through August; however, 32 such meetings were actually performed in that time. We do not disagree with the City's view that this was critically beneficial to the Project; however, this contract addendum requests that some funds be backfilled to continue the development of Project Alternatives for presentation in November 2019. These Project Alternatives will include:
 - Diagrammatic massing of each presented Project Alternative on the selected site area to clearly illustrate the conceptual physical urban organization assumed by the Project Alternative
 - Order-of-magnitude project costs implied by the Project Alternative, including potential timing of expenditures related to phasing, and a general sense of correlated debt obligation

- Analysis related to the key pros, cons, and other critical considerations to aid the City in the comparison of the various alternatives
 - Development of baseline and sample renovation scenario based on the City's Facilities Conditions Assessment, including cost implications, pros, cons, and considerations
 - Additionally, during this time we will work with City staff to plan and calendar stakeholder engagement activities that follow the presentation of the Project Alternatives in November 2019
- *Provide general professional advisement, analysis, and/or document drafting related to the Napa Civic Center Project as requested.*

Additional Public Engagement

- *Conduct and augment City Staff in public engagement activities related to the Project development and renovation costing as requested by the City.* Due to the extension of the Alternatives Analysis timeline (now anticipated as January 2020 versus August 2019 as contemplated in the March 2019 contract addendum), and the City's identification of the need for increased stakeholder engagement during the Alternatives Analysis overall, we propose to augment City staff in the following anticipated stakeholder engagement efforts:
 - Internal communications with City Staff, such as aiding in the development of City Manager All Staff e-blasts, links to relevant project materials, etc., as well as for select staff meetings
 - Updating City Project website with relevant Project materials and information (Public-facing website as well as the internal ICON website used by City staff)
 - Continued assistance in conducting The Advisory Group ("TAG") meetings (meetings to include Technical Working Group participants as appropriate) which solicit input and two-way communications with City staff related to the Project
 - Development, publication, and analysis of an online internal survey to City staff after the completion of the development of the Project Alternatives
 - Napa community stakeholder outreach and presentations, including development of materials, invitations, and follow up
 - Two (2) community forums focused around the Project Alternatives
 - A community survey asking input on what is appealing about the chosen campus site and various alternatives and what concerns and questions the community thinks should be addressed

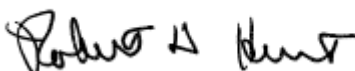
Optional Additional Project Services as Requested

- Provide general advisory services on all aspects of the Project, Project Agreement, and negotiations as requested by the City, following January 2020. This is anticipated to relate to:
 - If requested by the City, design and development of the strategic process for the City given the decisions made at the end of the Alternatives Analysis (i.e., identification and development of "next steps" toward a successful project)
 - If requested by the City, parameters and contractual support related to public-private partnership ("P3") negotiation, or other negotiation necessitated by the Project direction
 - Continued stakeholder engagement immediately following the selection of a Project Alternative

We look forward to continued work with the staff and citizens of the City of Napa, and continue our dedication to pursue the best possible outcome. The long-term legacy of this pivotal project is hard to overstate, and we are proud to be working with the staff and citizens of Napa toward achieving it.

If you have any questions, please do not hesitate to call or email.

Best regards,



Robert Hunt
Managing Director, JLL



James Cody Birkey
Vice President, JLL

EXHIBIT "A"

ESTIMATED BILLABLE FEE BY TASK AND MONTH									
<i>Contract Addendum 9/19</i>	2019	August	Sept	Oct	Nov	Dec	2020 Jan	Feb	Mar
55,000 Additional Site Comparison Analysis		25,000	30,000						
40,000 Project Alternatives Analysis		5,000	10,000	5,000	20,000				
91,000 Additional Public Engagement				7,000	8,000	38,000	38,000		
76,000 Additional Project Services as Requested (e.g., project renegotiation, etc.)								38,000	38,000
262,000 TOTAL CONTRACT EXTENSION AMOUNT		30,000	40,000	12,000	28,000	38,000	38,000	38,000	38,000