

ATTACHMENT 2

AMENDMENT NO. 1 TO AGREEMENT NO. C2019-091

Revenue Audit and Consulting Services

City Budget Codes: 41515-53201

41810-53201

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2019-091, entitled Revenue Audit and Consulting Services ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Hinderliter, de Llamas and Associates (HdL), a California corporation ("**Consultant**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. City and Consultant entered into the Agreement, effective April 23, 2020 for an amount not to exceed \$125,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including revenue projection analysis, tax-related legislative notifications, and tax and fee compliance review.

B. City desires continuation of services described in original agreement in additional fiscal years.

C. 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. TERM. The term of this amended Agreement begins on the date it is signed by the City Clerk, below, attesting to full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, on or before three (3) years from Effective Date. The following provisions will survive expiration or termination of this Agreement: Section 7 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.3 (Records of Performance), Section 10 (Indemnification), and Section 13 (General Provisions).

4. PAYMENT. City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$250,000 (based on \$217,000 for continuation of original scope of services in additional fiscal years and \$33,000 for additional scope of services described in Exhibit A). The cumulative total compensation payable to the Consultant will not exceed \$375,000 without prior written authorization from the City for this Amendment to provide for continuation of original scope of services and additional scope of services provided in Exhibit A.

5. 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

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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.

6. **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

By: _____
Steve Potter, City Manager

CONSULTANT:
Hinderliter, de Llamas and Associates

By: _____
Andrew Nickerson, President

By: _____
Richard Park, Chief Financial Officer

ATTEST:

Tiffany Carranza, City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

Joy Riesenberg, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described below, within the specified schedule:

INSIGHT Market Analytics – 3 Year Subscription

- Provide analytics data on targeted areas of interest with up to date trade area data for your community.
- Includes the following reports: 1) Consumer Demographic Profile, 2) Household Segmentation Profile, 3) Employment Profile, 4) Consumer Demand & Market Supply Assessment, and 5) Supporting Trade Area Maps.
- Includes up to 5 trade areas and the City of Napa.
- Semi-Annual Updates when the new data becomes available.

Compensation-\$5,000 annually for total of \$15,000 for 3-year period

Additional Reports

Additional trade area or special project area beyond the five that are included in the subscription can be added during the term. Each additional trade area report will be billed for the additional cost of \$900 each.

Community Profile

Preparation of a Community Profile for Napa to be included on City's website, along with the INSIGHT Market Analytics reports.

- The Community Profile will be updated after 12 and 24 months.

Compensation-\$6,000 annually for total of \$18,000 for 3-year period

Total Compensation=\$11,000 annually for total of \$33,000 for 3-year period.

Additional reports desired are at an additional cost of \$900/per report.

Representative

The consultant representing HdL for these additional services shall be Barry Foster, Principal/Managing Director for HdL ECONSolutions, along with staff support from Fienna Cheng, Analyst.