

AMENDMENT NO. 2 TO AGREEMENT NO. C2025-911

Federal Government Relations Services

City Budget Code: 10012100-53210

This Amendment No. 2 ("**Amendment**") to City Agreement No. C2025-911, entitled Federal Government Relations Services ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Merchant McIntyre and Associates ("**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 Agreement number C2025-911, effective July 9, 2025, for an amount not to exceed \$54,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including federal legislative and government relations services. City and Consultant previously entered into Amendment No. 1 to the Agreement, effective August 25, 2025.

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. TERM. The Term of this agreement begins on January 1, 2026, and ends on June 30, 2027.

4. PAYMENT. City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$162,000. The cumulative total compensation payable to the Consultant will not exceed \$216,000 without prior written authorization from the City (based on \$54,000 for the original Agreement and any prior amendments thereto, plus \$162,000 for this Amendment).

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 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; 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

ATTACHMENT 1

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

CONSULTANT:

Merchant McIntyre & Associates, LLC, a Delaware limited liability company with a principal place of business in Washington DC

By: _____
Steve Potter, City Manager

By: _____
*Brent Walton Merchant
Principal and Co-Founder*

By: _____
*Kathryn E. Peterson
Partner and General Counsel*

Date: _____
(**"Effective Date"**)

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

Term: January 1, 2026 – June 30, 2027

1.0. SCOPE OF SERVICES. During the Term of this Agreement, Consultant will deliver the following Services described in this Exhibit "A" to advance the City's strategic priorities in federal funding and advocacy. Specifically, Consultant will provide services in the following areas:

1. **Federal Grants.** CONSULTANT will work with the City of Napa to secure federal grant funding by forecasting and identifying opportunities aligned with the City's operational, infrastructure, and community development priorities, including but not limited to:
 - a) Maintain a comprehensive Federal Grant Strategy for the City by continuously monitoring, identifying, and tracking relevant federal funding programs and legislative developments.
 - b) Provide regular updates and tailored recommendations on current and upcoming grant opportunities, including those emerging from federal agencies and Congressional initiatives.
 - c) Deliver technical assistance throughout all stages of grant preparation, including project concept development, program design, partnership coordination, narrative drafting, budget formulation, and submission review.
 - d) Assist in preparing and finalizing competitive grant proposals, ensuring compliance with federal eligibility, match, and reporting requirements.
 - e) Advise on post-award management as needed, including responding to agency feedback, negotiating award conditions, and supporting grant implementation.
2. **Federal Appropriations.** CONSULTANT will support the City's efforts to secure Congressionally Directed Spending/Community Project Funding ("earmark" opportunities by:
 - a) Identifying City priorities that are fundable through annual Congressional appropriations accounts and matching them to eligible programs.
 - b) Drafting project summaries, budgets, and justifications suitable for Congressional submission.
 - c) Coordinating strategic engagement with Members of Congress and their staff in both Washington, D.C. and California to advance Napa's funding requests.
 - d) Developing stakeholder support materials, including letters of support from community partners and beneficiaries, to strengthen submissions.
 - e) Tracking appropriations requests through each stage of the legislative process, providing updates to City staff and leadership throughout.
3. **Federal Advocacy.** CONSULTANT will help the City advance its adopted federal legislative platform through targeted advocacy and engagement strategies by:
 - a) Conducting regular strategic meetings (at least monthly) with City representatives to provide real-time updates on federal legislative, regulatory, and funding developments.
 - b) At the City's discretion, coordinating meetings with Congressional and Executive Branch officials whose portfolios align with Napa's funding and policy needs.
 - c) Advising City leadership on evolving federal policy trends that may impact local priorities and recommending responsive advocacy actions.
 - d) Preparing policy briefs, correspondence, and other materials to support the City's adopted legislative platform and enhance visibility among federal decision-makers.

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