

**SIXTH AMENDMENT TO
UPPER VALLEY WASTE MANAGEMENT AGENCY AGREEMENT #93-02
AND
NAPA COUNTY AGREEMENT #3353
SUPPORT SERVICES AGREEMENT**

THIS SIXTH AMENDMENT to Upper Valley Waste Management Agency Agreement #93-02 and Napa County Agreement #3353 is made this 27 day of June 2022, by and between the UPPER VALLEY WASTE MANAGEMENT AGENCY, a joint powers authority organized under the laws of the State of California pursuant to the Joint Exercise of Powers Act (Government Code section 6500 et seq.), hereinafter referred to as "AGENCY", and the COUNTY OF NAPA, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as "COUNTY".

RECITALS

WHEREAS, on April 19, 1993, AGENCY and COUNTY entered into that certain "SUPPORT SERVICES AGREEMENT" (AGENCY Agreement #93-02 and COUNTY Agreement #3353 (the "Agreement")) for COUNTY to provide AGENCY certain ongoing administrative and professional support services for AGENCY's activities; and

WHEREAS, on July 5, 1995, AGENCY and COUNTY amended the Agreement regarding services provided by COUNTY, compensation to COUNTY, indemnification of AGENCY, and other matters (the "First Amendment"); and

WHEREAS, on June 20, 2000, AGENCY and COUNTY amended the Agreement regarding services provided by COUNTY and compensation to COUNTY (the "Second Amendment"); and

WHEREAS, on July 31, 2001, AGENCY and COUNTY amended the Agreement regarding compensation to COUNTY (the "Third Amendment"); and

WHEREAS, on December 9, 2003, AGENCY and COUNTY amended the Agreement regarding services provided by COUNTY and compensation to COUNTY (the "Fourth Amendment"); and

WHEREAS, on December 11, 2007, AGENCY and COUNTY amended the Agreement regarding compensation to COUNTY (the "Fifth Amendment"); and

WHEREAS, AGENCY is subject to that certain "Upper Valley Waste Management Agency Joint Powers Formation Agreement" dated September 29, 1992, and subsequently amended on March 15, 1994, June 27, 1995, August 20, 1996, August 25, 1998, and July 1, 2021, by and between COUNTY, the City of Calistoga, the City of St. Helena, and the Town of

Yountville, forming and authorizing AGENCY to exercise certain powers and perform certain services (the "JPA Agreement"); and

WHEREAS, Section 5.1 of the JPA Agreement authorizes AGENCY to have its own employees or contract with members of the JPA Agreement or firms "for the furnishing of any necessary staff services associated with or required by" AGENCY; and

WHEREAS, Section 6.1.f. of the JPA Agreement authorizes AGENCY "to employ agents, employees and to contract for professional services"; and

WHEREAS, Section 5.3 of the JPA Agreement states: "Except and until the AGENCY exercises its option under the GOVERNMENT CODE and Section 5.1 of the [JPA] AGREEMENT, the County of Napa will provide support services to the AGENCY including all legal, financial, accounting, data processing, secretarial, purchasing and personnel services"; and

WHEREAS, Section 2. ("Legal Services") of Exhibit "A" of the Agreement states: "Unless and until this Agreement is amended to state otherwise, the position of Legal Counsel shall be filled by a deputy county counsel within the office of the Napa County Counsel"; and

WHEREAS, AGENCY and COUNTY now wish to amend the Agreement to: (i) reflect changes in staff positions regarding services provided by COUNTY and AGENCY's Legal Counsel, and (ii) provide flexibility to AGENCY in future staffing decisions.

NOW, THEREFORE, AGENCY and COUNTY agree hereby as follows:

1. The Recitals above are true and correct and are incorporated herein.
2. Section 2 ("Scope of Services") of the Agreement is hereby amended to read in full as follows:
 2. **Scope of Services.** COUNTY shall provide AGENCY those services set forth in Exhibit "A" attached hereto and incorporated by reference herein. Notwithstanding the foregoing, AGENCY may from time to time hire its own employees or retain one or more independent contractors to provide any service or perform any function including, but not limited to, those services set forth in Exhibit "A" and, upon doing so, COUNTY shall cease providing those services to AGENCY and AGENCY shall no longer be charged therefor.
3. The Second Paragraph of Section 1. ("Management Services") of Exhibit A of the Agreement is hereby amended to read as follows:

The position of Agency Manager shall be filled by the Napa County Director of Public Works or their designee approved by AGENCY's Board of Directors. The position of Secretary shall be filled by an employee of the Napa County Department of Public Works designated by the Agency Manager.

4. Section 2. ("Legal Services") of Exhibit A of the Agreement is hereby deleted.
5. Paragraph 1. (Administrative Services") of Exhibit B of the Agreement is hereby amended to read in full as follows:

1. Rates for fiscal year 2022-2023 (rates may be adjusted from time to time by the Board of Supervisors without a change to this agreement) :

Agency Manager	\$270.68
Environmental Resource Coordinator.....	\$95.52
Public Works Accounting	\$80.97
Senior Office Assistant (Clerk of the Board).....	\$82.54
Public Works Intern.....	\$21.35

6. This Sixth Amendment to AGENCY Agreement #93-02 and County Agreement #3353 shall be effective as of the date first written above

IN WITNESS WHEREOF, this Sixth Amendment to AGENCY Agreement #93-02 and County Agreement #3353 was executed by the parties hereto as of the date first above written.

UPPER VALLEY WASTE MANAGEMENT
AGENCY

COUNTY OF NAPA

BY: Margie Mohler
MARGIE MOHLER
CHAIR OF THE BOARD OF DIRECTORS
"AGENCY"

RYAN GREGORY
CHAIR OF THE BOARD
OF SUPERVISORS
"COUNTY"

BY: Steve Lederer
ATTEST: STEVE LEDERER
DIRECTOR

ATTEST: NEHA HOSKINS
CLERK OF THE BOARD
OF SUPERVISORS

BY: Gary B. Bell
APPROVED AS TO FORM:
GARY B. BELL
AGENCY LEGAL COUNSEL
COUNSEL

APPROVED AS TO FORM:
THOMAS ZELENY
INTERIM COUNTY COUNSEL