



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**SECOND AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2024-03**

PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT 2024-03 is made and entered into as of this 15th day of September, 2025, by and between the Napa-Vallejo Waste Management Authority, a joint powers authority organized under the laws of the State of California pursuant to Government Code section 6500 et seq., hereinafter referred to as "AUTHORITY," and R3 Consulting Group, Inc., whose business address 1512 is Eureka Road, Suite 220, Roseville, CA 95661, hereinafter referred to as "CONSULTANT." AUTHORITY and CONSULTANT will be referred to from time to time in this agreement individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Parties entered into Agreement 2024-03 ("Agreement") for CONSULTANT to assist the AUTHORITY in reviewing and possibly negotiating a new or extended contract for the operation of the Devlin Road Transfer Station; and

WHEREAS, on June 16, 2025, the Parties entered into the First Amendment to the Agreement extending the term of the agreement to June 30, 2026, and to add services to create a website for the AUTHORITY; and

WHEREAS, discussion regarding a new contract with Northern Recycling Operations & Waste Services (NROWS) for the operation of the Devlin Road Transfer Station are nearly finished, but there are some outstanding elements that need to be discussed or negotiated; and

WHEREAS, the funding in the Agreement for CONSULTANT's assistance with the new contract has been exhausted; and

WHEREAS, the Parties wish to amend the Agreement to increase the contract amount by \$30,000;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual obligations of the Parties expressed herein, the Parties agree to amend the Agreement as follows:

TERMS

1. Section 2 of the Agreement is amended to read in full as follows:
2. **Scope of Services.** CONSULTANT shall assist AUTHORITY in preparing and negotiating a new or extended contract with NROWS in accordance with CONSULTANT'S proposal dated August 29, 2023, attached hereto as "Exhibit A" and

hereby incorporated by reference. CONSULTANT shall also assist AUTHORITY in the development of a new website with information relevant to AUTHORITY, to be determined by AUTHORITY's Executive Director.

2. Section 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONSULTANT's performance of the Scope of Services, AUTHORITY shall pay CONSULTANT at its standard hourly rates for public entities, not to exceed a total amount of One Hundred Forty Thousand Dollars (\$140,000). For services relate to the development of a new website, AUTHORITY shall pay CONSULTANT at the hourly rates set forth in Exhibit "B," attached hereto and hereby incorporated by reference, not to exceed a total amount of Twenty Thousand Dollars (\$20,000).

(b) Expenses. Travel and other expenses are already included in the amounts set forth in this section. Expenses incurred in the development of a new website shall be reimbursed at the rates set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed a total of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000); provided, however, that the amount for the development of a new website shall not be construed as a guaranteed sum, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

5. This Second Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Second Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT by and through its duly authorized officer(s).

R3 CONSULTING GROUP

By: 
SCOTT HANIN, Principal

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By: _____
MARY LUROS, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>September 5, 2025</u> PL Doc. No. 138431</p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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