

**AMENDMENT NO. 3 TO
UPPER VALLEY WASTE MANAGEMENT AGENCY
AGREEMENT NO. 200367D**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 3 (“Amendment No. 3”) to the PROFESSIONAL SERVICES AGREEMENT designated as UVWMA Agreement No. 200367D (the “Agreement”) is made and entered into effective April 1, 2025 (“Effective Date”) by and between UPPER VALLEY WASTE MANAGEMENT AGENCY (“UVWMA”), a joint powers agency organized and existing under the laws of the State of California pursuant to Government Code sections 6500 et seq., on the one hand, hereinafter referred to as “the AGENCY,” and the law firm of COLANTUONO, HIGHSMITH & WHATLEY, PC (“CH&W”) a California professional corporation, whose business address is 420 Sierra College Drive, Suite 140, Grass Valley, California 95945-5091, hereinafter referred to as “CONTRACTOR.” Hereinafter, AGENCY and CONTRACTOR may be referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on April 20, 2020, AGENCY entered into the Agreement by which AGENCY engaged the legal services of CONTRACTOR, as authorized by Government Code section 31000 and the JPA Formation Agreement between the County of Napa, the City of Calistoga, the City of St. Helena, and the Town of Yountville, to wit: General Counsel services for Agency; and

WHEREAS, AGENCY and CONTRACTOR entered into Amendment No. 1 to the Agreement, effective on June 29, 2020, wherein the Parties amended the Agreement to include reimbursement of amounts paid by CONTRACTOR to Bartle Wells; and

WHEREAS, AGENCY and CONTRACTOR entered into Amendment No. 2 to the Agreement, effective on October 19, 2020, wherein the Parties amended the Agreement to increase the not-to-exceed amount payable to CONTRACTOR during the first one-year term of the Agreement only; and

WHEREAS, Paragraph 1. of the Agreement provides for a maximum of five (5) one-year terms commencing from the effective date of the Agreement, April 20, 2020; and

WHEREAS, Paragraph 3.(a) of the Agreement establishes the rates payable to CONTRACTOR for services provided under the Agreement, to wit: the rates set forth in CONTRACTOR’s proposal dated February 12, 2020; and

WHEREAS, the Parties wish to extended the term of the Agreement and update the rates payable to CONTRACTOR thereunder.

TERMS

NOW, THEREFORE, for good and valuable consideration, the Parties agree to amend the Agreement as follows:

- I. Pursuant to Paragraph 1.1 of the Agreement and notwithstanding the term in Paragraph 1., the term of this Agreement shall be extended through April 20, 2026 and may be extended for additional one (1) year terms thereafter at the Board's option.

- II. Subparagraph 3.(a) is hereby amended in the Agreement to read as follows:
(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, the AGENCY shall pay CONTRACTOR for the Services at the rates set forth in Exhibit "C" attached hereto and fully incorporated herein by reference, notwithstanding the rates set forth in CONTRACTOR's proposal dated February 12, 2020 attached as Exhibit "B" to the Agreement. The total amount of compensation paid to CONTRACTOR shall not exceed Fifty Thousand Dollars (\$50,000.00) in any one-year term without a written amendment to this Agreement signed by both CONTRACTOR and the AGENCY Manager.

- III. Except as provided in Sections I. and II. above, and Amendment No. 1 and Amendment No. 2 to the Agreement, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 3 to the Agreement was executed by the Parties hereto effective as of the Effective Date first above written.

COLANTUONO, HIGHSMITH & WHATLEY, PC

By Mary B Bell
Gary Bell, First Vice-President and Secretary

"CONTRACTOR"

UPPER VALLEY WASTE MANAGEMENT AGENCY, a
Joint Powers Agency

By Anne Cottrell
Anne Cottrell, Chair of the Board of Directors of the
Upper Valley Waste Management Agency

"AGENCY"

EXHIBIT "C"

(RATES PAYABLE TO CONTRACTOR)

I. For all legal services, with the exception of special services and litigation mentioned below, at the rate of \$280 per hour including those services listed in the Request for Proposal:

1. Represent and advise the Board, Agency Manager, and staff in all matters pertaining to their role in the organization including advice and opinions on the legality of all matters under consideration;
2. Attend and represent the Agency's legal interests at Agency meetings and workshops (including regular meetings on the third Monday of every other month and other meetings as requested);
3. Provide legal opinions, advice, assistance, consultation, and training to the Agency Board, Agency Manager and Agency staff on the following issues as well as any others requested:
 - a. The Brown Act,
 - b. The Public Records Act,
 - c. Conflicts of interest,
 - d. Contracts and franchises,
 - e. Real estate and property transactions,
 - f. Land use and environmental law,
 - g. Enforcement of laws and regulations relating to solid waste and landfills, and
 - h. Pending and current state and federal legislation and court decisions.

II. The following special services at the rate of \$340 per hour:

1. Labor and employment advice and representation,
2. Fees, rates, taxes, assessments, and Propositions 13, 218, and 26, and
3. Special projects not within the scope of I. above.

III. In the event needed, litigation services at the rate of \$380 per hour.

* The rates set forth in Paragraphs I, II, and III are subject to change in January of each year based on the change, if any, in the California Consumer Price Index for All Urban Consumers published by the California Department of Industrial Relations. Travel to be charged at 1/2 the rate. Rates are capped for all attorneys. If an attorney's actual rate is lower than the capped rate, the lower rate will be charged.