

Napa-Vallejo Waste Management Authority

City of American Canyon
City Council Meeting Chambers
4381 Broadway Street, Ste 201 - American Canyon, CA 94503



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

Agenda - Final

**Monday, May 18, 2026
4:00 PM**

Napa-Vallejo Waste Management Authority

Andrea Sorce, Chair
Pierre Washington, Vice-Chair
Mary Luros, Member
Belia Ramos, Member
Bernie Narvaez, Alternate Member
Peter Bregenzer, Alternate Member
Liz Alessio, Alternate Member
David Oro, Alternate Member

Chris Celsi, Executive Director
Tracy Schulze, Auditor
Marie Nicholas, Secretary/Clerk
Thomas C. Zeleny, Legal Counsel
Robert Minahen, Treasurer

Members of the public are encouraged to participate in the meeting by submitting written comments electronically to the Executive Director at NVWMA@countyofnapa.org. This email will be monitored during the meeting. Public comments will be accepted until the Chair closes public comment for each item during the meeting. All comments will be distributed to the Board members and included in the records.

**Submit Public Comments Via Email @:
NVWMA@countyofnapa.org**

GENERAL INFORMATION

The Napa-Vallejo Waste Management Authority meets the 3rd Monday of each month at 4:00 P.M. at 4381 Broadway Street, Suite 201, American Canyon, California 94503. The meeting room is wheelchair accessible. Requests for disability related modifications or accommodations, aids or services may be made no less than 72 hours prior to the meeting date by contacting 707 299-1731.

The Agenda is divided into two sections:

CONSENT ITEMS

These matters typically include routine financial or administrative actions, as well as final adoption of ordinances that cannot be both introduced and adopted at the same meeting. Any item on the CONSENT CALENDAR will be discussed separately at the request of any person. CONSENT CALENDAR items are usually approved with a single motion.

ADMINISTRATIVE ITEMS

These items include significant policy and administrative actions, and are classified by program areas. Immediately after approval of the CONSENT CALENDAR, ADMINISTRATIVE ITEMS will be considered.

All materials relating to an agenda item for an open session of a regular meeting of the Napa-Vallejo Waste Management Authority which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of, but prior to the meeting, will be available for public inspection, at the time of such distribution, in the office of Auditor Controller, 1195 Third Street, Suite B-10, Napa CA 94559, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or Napa Vallejo Waste Management staff, and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA, please proceed to the rostrum and, after receiving recognition from the Chair, give your name and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair or Board.

AGENDA AVAILABLE ONLINE AT www.countyofnapa.org

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT

In this time period, anyone who wishes to speak to the Authority Board of Directors regarding any subject over which the Board has jurisdiction, that is not on the agenda, or to request consideration to place an item on a future Board agenda, may do so at this time. Individuals will be limited to a three minute presentation. The Board of Directors will take no action as a result of any item presented at this time.

5. PRESENTATIONS AND COMMENDATIONS
6. APPROVAL OF MINUTES

- A. Approval of Board Minutes for the April 20, 2026 Regular Meeting. [26-1058](#)
Attachments: [4-20-26 Minutes](#)

7. CONSENT ITEMS

- A. Approve and authorize Agreement No. 2026-11 with CliftonLarsonAllen LLP (“CLA”) for audit services for fiscal years ending June 30, 2026, 2027 and 2028, in an amount not to exceed \$5,740 per contract year, with two optional one-year renewals. (Fiscal Impact: \$5,740 Expense; 8100000-52125; Budgeted; Mandatory) [26-1084](#)
Attachments: [CLA Contract](#)

- B. Fourth Amendment to Agreement 2021-11 - AS NEEDED CIVIL ENGINEERING SERVICES [26-1086](#)

REQUESTED ACTION: Approval and authorization for the Chair to sign Agreement 2021-11 with Bartelt Engineering in the amount of \$68,000 per contract year, effective July 1, 2026, through June 30, 2027, with extension provisions, to provide as-needed civil engineering services to support operation, maintenance and permitting needs for Devlin Road Transfer Station and American Canyon Sanitary Landfill...body

EXECUTIVE SUMMARY

Bartelt Engineering provides as-needed civil engineering services to support operation, maintenance and permitting needs for Devlin Road Transfer Station and American Canyon Sanitary Landfill. The Authority needs engineering services to review construction specs, assist with the public bidding process and help oversee identified projects during construction. The engineering work will be performed this fiscal year. The proposed Fourth Amendment will also extend the Agreement one more year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes
 Is it currently budgeted? Yes
 Is it Mandatory or Discretionary? Discretionary
 Is the general fund affected? Yes
 Future fiscal impact: None
 Consequences if not approved: Necessary regulatory requirements may not be completed in a timely manner.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable

Attachments: [Bartelt - Amend #4](#)

- C. REQUESTED ACTION: Approval and authorization for the Executive Director to sign the fifth amendment to Agreement No. 2020-03 with APTIM Environmental & Infrastructure LLC for Routine and Non-routine environmental monitoring services at the American Canyon Sanitary Landfill and Devlin Road Transfer Station sites, for the term July 1, 2026, to June 30, 2027, with an annual amount not to exceed \$199,372.00. This is an increase of \$872 compared to last year’s amount. [26-1087](#)

Attachments: [Aptim 2020-03 5th Amendment](#)

8. ADMINISTRATIVE ITEMS

A. Executive Director to report on Authority related activities. [26-1059](#)

B. STUDY SESSION: Staff to present Draft FY 26/27 budget for discussion. [26-1062](#)

Attachments: [Budget 2026-2027 Draft #2](#)

9. FACILITIES BUSINESS ITEMS

10. OTHER BUSINESS ITEMS

A. Discussion of any items Board members wish to have addressed at a future meeting date. [26-1060](#)

B. Reports of current information relevant to the Authority by the member jurisdictions: [26-1061](#)

11. CLOSED SESSION

12. ADJOURNMENT

The next regularly scheduled meeting of the Authority Board of Directors will be held June 15, 2026.



Napa-Vallejo Waste
Management Authority
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/18/2026

File ID #: 26-1058

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of Board Minutes for the April 20, 2026 Regular Meeting.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Please refer to the attached April 20, 2026 Minutes.

9. FACILITIES BUSINESS ITEMS – NONE

10. OTHER BUSINESS ITEMS - NONE

A. FUTURE AGENDA ITEMS – Discussion of any items Board members wish to have addressed at a future meeting date.

B. REPORTS FROM JURISDICTIONS

DISCUSSION ITEM: Reports of current information relevant to the Authority by the member jurisdictions:

- i. Vallejo: - No Report
- ii. Napa City: - Kevin Miller reported
- iii. Napa County: - No Report
- iv. American Canyon: - No Report

Item 10B **Reports only – No Taken Action**

11. CLOSED SESSION - NONE

12. ADJOURNMENT

The Meeting adjourned at 4:23 P.M. The next meeting of the Authority Board of Directors will be a Regular Meeting to be held on May 18, 2026.

ATTEST: Marie Nicholas
Marie Nicholas, NVWMA Secretary

KEY

Vote: PW=Pierre Washington, ML=Mary Luros, BR=Belia Ramos, AS=Andrea Sorce
LA=Liz Allesio, BN=Bernie Narvaez

The maker of the motion and second are reflected respectively in the order of the recorded vote.
Notations next to vote: N = No; X = Excused; A = Abstain; B = Absent



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/18/2026

File ID #: 26-1084

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Agreement #2026-11 with CliftonLarsonAllen LLP for Audit Services for Fiscal Years Ending June 30, 2026, 2027 and 2028

RECOMMENDATION

Approve and authorize Agreement No. 2026-11 with CliftonLarsonAllen LLP (“CLA”) for audit services for fiscal years ending June 30, 2026, 2027 and 2028, in an amount not to exceed \$5,740 per contract year, with two optional one-year renewals. (Fiscal Impact: \$5,740 Expense; 8100000-52125; Budgeted; Mandatory)

BACKGROUND

Every five years, the Napa County Auditor-Controller issues a Request for Proposals (RFP) for professional auditing services for the County and various special districts for which the Auditor-Controller provides financial reporting oversight. The RFP includes audit services for nine special districts that utilize the County’s enterprise financial system (Tyler Munis) and for which separate agreements must be executed directly between each district and the selected audit firm.

On February 25, 2026, the Auditor-Controller’s Office issued an RFP for these services for fiscal years ending June 30, 2026, 2027, and 2028, with two optional one-year extensions. Proposals were due on April 3, 2026, and the County received five responsive submissions. None of the proposing firms were local. The County’s prior external auditor had served in that role for ten years. While not required, periodically rotating audit firms is considered a best practice and provides an opportunity for a fresh independent perspective.

Proposals were evaluated by an Audit Review Team consisting of the Auditor-Controller and Deputy Auditor-Controller, with input from the Senior Accountant-Auditor and Principal Grant Compliance Auditor. Evaluation criteria included technical expertise and cost, weighted at 60 percent and 40 percent, respectively. Based on the results of the evaluation process, CliftonLarsonAllen LLP (CLA) received the highest overall score and was

selected as the recommended audit firm.

Because Napa-Vallejo Waste Management Authority is one of the agencies included in the RFP, it must enter into a separate Professional Services Agreement directly with CLA for the audit services applicable to the Authority. The proposed agreement covers the initial three-year term, with two optional one-year extensions, consistent with the County’s master agreement. The annual fee reflects only the services applicable to the Authority.

The annual cost is as follows:

	Scope	Budget Unit	Annual Cost
Napa-Vallejo Waste Management Authority Auditing Services	8100000	52125	\$5,740

Requested Action: Approve and authorize the Chair of the Napa-Vallejo Waste Management Authority Board to sign Agreement No. 2026-11 with CliftonLarsonAllen LLP (“CLA”) for audit services for fiscal years ending June 30, 2026, 2027 and 2028, in an amount not to exceed \$5,740 per contract year, with two optional one-year renewals.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Appropriations will be included in the fiscal year 2026-27 budget within Division 8100000.
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	Fees for the second and third contract years will remain unchanged from those presented above and will be incorporated into future budgets.
Consequences if not approved:	The Authority will need to retain a different firm to provide the services.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2026-11

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 18th day of May, 2026, (“Effective Date”) by and between the Napa-Vallejo Waste Management Authority, a joint powers agency organized under the laws of the State of California, hereinafter referred to as “Authority,” and CliftonLarsonAllen LLP whose address is 915 Highland Pointe Drive, Suite 300, Roseville, CA 95678, hereinafter referred to as “Consultant.”

RECITALS

- A. Authority needs professional auditing services on an annual basis to comply with requirements imposed by State law.
- B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Napa County’s Request for Proposal number ACO022601, which included services to be provided to Authority.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, Authority and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide professional services to Authority as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, Request for Proposal number ACO022601 issued by County, and Consultant’s proposal or statement of qualifications

1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A. Time is of the essence in the performance of the scope of services.

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with applicable professional standards. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by Authority within one year after completion of such services. This remedy is in addition to any other remedies that may be available to Authority in law or equity.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from Authority unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, Authority may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If Authority takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by Authority in performing such correction, including but not limited to the cost of Authority staff time and the amount paid to another consultant to correct the deficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies Authority may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by Authority.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of Authority pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of Authority exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on December 31, 2028, unless extended or terminated earlier in accordance with this Article. This Agreement may be extended at the Authority's option on the same terms and conditions on or before May 31, 2028, for up to two additional years by providing written notice to Consultant.

2.2 Suspension for Convenience. Authority may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. Authority must give 10 days prior written notice to Consultant of such suspension. Authority may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. Authority may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to Authority all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. Authority shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing Authority with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. Authority may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from Authority specifying the nature of the default, Authority may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of Authority enumerated in this paragraph are in addition to and independent of Authority's rights under any other provision of this Agreement and any right or remedy available to Authority at law or in equity.

2.4.1 Absence of Default. If after Authority gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of Authority under paragraph 2.3.

2.5 Executive Director's Authority. The Authority's Executive Director or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. Authority shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. Authority shall pay Consultant those fixed amounts set forth in Exhibit B attached hereto and incorporated herein by reference.

3.1.2 Expenses. No travel or other expenses will be reimbursed by Authority.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Five Thousand Seven Hundred Forty Dollars (\$5,740) per contract year, including any optional year(s).

3.2 Payment Process. Consultant may submit one invoice per calendar month in arrears for services provided to the Auditor-Controller, who will review the invoice to confirm its contents match the services provided during the period covered by the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Authority Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple Authority fiscal years, and that compensation under this Agreement is contingent on the Board of Directors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. Authority is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Directors.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless Authority and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of Authority. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Design Professionals. To the extent Consultant is providing the services of a “design professional” as defined in California Civil Code section 2782, Authority acknowledges that Consultant’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Consultant shall reimburse any and all costs Authority incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY AUTHORITY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on

County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of Authority Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by Authority employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by Authority or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to Authority and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of Authority relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such

withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold Authority harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If Authority is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish Authority with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from Authority.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and Authority. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though Authority's recommendation of settlement may be subject to the approval of the Board of Directors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide Authority with access to Consultant's records which are reasonably necessary for Authority to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by Authority, either by providing copies of the requested records to Authority or allowing Authority to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement. For the avoidance of doubt, records as identified in this paragraph do not include Consultant's workpapers which are proprietary information and access is restricted.

9.1.1 Ownership of Consultant's Workpapers. The workpapers and files supporting the services Consultant performs are the sole and exclusive property of Consultant and constitute confidential and proprietary information. Consultant does not provide access to its workpapers and files to Authority or anyone else in the normal course of business. Unless required by law or regulation to the contrary, Consultant retains its workpapers and files in accordance with its record retention policy that typically provides for a retention period of seven years. After this period expires, Consultant's workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time Consultant's records are available. The workpapers and files of Consultant are not a substitute for Authority's records. Pursuant to authority given by law, regulation or professional standards Consultant may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. Consultant will notify Authority of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of Consultant personnel and at a location designated by Consultant. Furthermore, upon request, Consultant may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

9.1.2 Data Aggregation. Consultant regularly aggregates anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, Consultant is always careful to preserve the confidentiality of the separate information that Consultant obtains from each client, as required by the AICPA Code of Professional Conduct and various laws. Authority's acceptance of this Agreement will serve as its consent to Consultant's use of anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other

party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AUTHORITY

Tracy A. Schulze
Napa-Vallejo Waste Management Authority
1195 Third Street, Suite B10
Napa, CA 94559

CONSULTANT

Richard Gonzalez
CliftonLarsonAllen LLP
915 Highland Pointe Drive, Suite 300
Roseville, CA 95678

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of Authority. Any provisions of this Agreement that may appear to give Authority any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of Authority concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 RFP No. ACO022601
- 9.4.4 Consultant's proposal or statement of qualifications

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole

responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than Authority and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of Authority. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of Authority. Contractor shall not disclose records or other information provided by Authority under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by Authority; (2) subsequently become publicly known through no act or omission of Consultant; (3) otherwise become known to Consultant other than through disclosure by Authority; or (4) disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit Consultant from disclosing Authority's information to one or more of Consultant's affiliated companies in order to provide services that Authority has requested from Consultant or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of Authority's information as apply to Consultant. Authority also consents to Consultant's disclosure of information regarding the nature of services Consultant provides to Authority to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest. Consultant may, at times, use third-party software applications to perform services under this Agreement. Authority acknowledges the software vendor may have access to its data

9.9 Insolvency. Consultant shall notify Authority if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Authority contract numbers and contracting offices for all Authority contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 Authority Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of Authority as a joint powers agency. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of Authority or any of its member agencies in their governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated

provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without Authority's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at Authority's sole discretion. In no event shall any putative assignment create a contractual relationship between Authority and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement 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 Agreement is executed by Authority, acting by and through its Chair of the Board of Directors, and by Consultant through its duly authorized officer(s).

CLIFTONLARSONALLEN LLP

By Rich.Gonzalez@claconnect.com
Digitally signed by Rich.Gonzalez@claconnect.com
Date: 2026.05.04 09:07:14
RICHARD GONZALEZ, CPA and Principal

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
ANDREA SORCE, Chair of the Board of Directors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE AUTHORITY BOARD OF DIRECTORS	ATTEST: MARIE NICHOLAS Secretary of the Authority
By: <u>Thomas C. Zeleny</u> Authority Counsel	Date: _____ Processed By:	By: _____
Date: <u>May 1, 2026</u> FV 13117803	_____ Secretary of the Authority	

EXHIBIT A
SCOPE OF SERVICES

I. Description of Services

Consultant shall provide the following services in accordance with the terms of this Agreement:

- **Financial Statement Audit**

Audit and report on the financial statements for the Authority.

Final Deliverables Due: October 15, 2026

- **Audit Opinion**

Express an opinion on the fair presentation of the Authority's basic financial statements in accordance with generally accepted accounting principles.

Final Deliverables Due: October 15, 2026

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE**

Scope/Entity	Contract Years			Optional Years	
	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Authority Auditing Services*	\$5,740	\$5,740	\$5,740	\$5,740	\$5,740

* The above fees exclude Single Audit services, should a Single Audit be required in any contract year. If applicable, an additional fee of \$5,000 shall apply per major program requiring testing.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide Authority with certification of all such coverages upon request by Authority's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of Authority's

Risk Manager, demonstrated by other evidence of coverage acceptable to Authority's Risk Manager, which shall be filed by Consultant with the Authority's Executive Director prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its Authority number or title; shall be kept current during the term of this Agreement; shall provide that Authority shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming the Authority, its officers, employees, agents, and volunteers as additional insureds via a blanket endorsement as required by written contract and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Authority shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to Authority with respect to any insurance or self-insurance programs maintained by Authority. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Self-Insured Retention. In the event of a claim, suit, or action, the Authority reserves the right to request relevant sections of any applicable insurance policy and endorsements. Any self-insured retentions (SIR) shall not reduce the limits of liability. The failure to exercise this right shall not constitute a waiver of such right.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/18/2026

File ID #: 26-1086

TO: Napa-Vallejo Waste Management Authority Board of Directors

FROM: Chris Celsi, Executive Director

REPORT BY: Chris Celsi, Executive Director

SUBJECT: Fourth Amendment to Agreement 2021-11

RECOMMENDATION

Fourth Amendment to Agreement 2021-11 - AS NEEDED CIVIL ENGINEERING SERVICES

REQUESTED ACTION: Approval and authorization for the Chair to sign Agreement 2021-11 with Bartelt Engineering in the amount of \$68,000 per contract year, effective July 1, 2026, through June 30, 2027, with extension provisions, to provide as-needed civil engineering services to support operation, maintenance and permitting needs for Devlin Road Transfer Station and American Canyon Sanitary Landfill.

EXECUTIVE SUMMARY

Bartelt Engineering provides as-needed civil engineering services to support operation, maintenance and permitting needs for Devlin Road Transfer Station and American Canyon Sanitary Landfill. The Authority needs engineering services to review construction specs, assist with the public bidding process and help oversee identified projects during construction. The engineering work will be performed this fiscal year. The proposed Fourth Amendment will also extend the Agreement one more year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	Necessary regulatory requirements may not be completed in a timely manner.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**FOURTH AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2021-11**

PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT NO. 2021-11 is made and entered into as of this 18th day of May, 2026, 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 Paul N. Bartelt, P.E. (DBA as Bartelt Engineering) 1303 Jefferson Street, 200B, Napa, CA 94559, 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, on June 3, 2021, AUTHORITY and CONSULTANT entered into Agreement No. 2021-11 (Agreement) whereby CONSULTANT agreed to provide as-needed civil engineering services to support operation, maintenance and permitting needs for the Devlin Road Transfer Station and the American Canyon Sanitary Landfill; and

WHEREAS, on July 13, 2023, AUTHORITY and CONSULTANT entered into the First Amendment to Agreement No. 2021-11 extending the term of the Agreement by one year, adjusting the maximum annual compensation and updating CONSULTANT’s fee schedule; and

WHEREAS, on March 14, 2024, AUTHORITY and CONSULTANT entered into the Second Amendment to Agreement No. 2021-11 extending the term of the Agreement by one year and increasing the maximum annual compensation to \$145,000 for Fiscal Year 2023-2024 to account for additional engineering services for the leachate line improvements at the American Canyon Sanitary Landfill; and

WHEREAS, on May 19, 2025, AUTHORITY and CONSULTANT entered into the Third Amendment to Agreement No. 2021-11 extending the term of the Agreement by one year, adjusting the maximum annual compensation and updating CONSULTANT’s fee schedule; and

WHEREAS, the Agreement will expire on June 30, 2026, and the Parties desire to extend the Agreement by one year, update CONSULTANT’s fee schedule, and add \$68,000 for Fiscal Year 2026-2027 for engineering work performed on an as-needed basis;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

TERMS

1. Section 1 of the Agreement is deleted and replaced in its entirety to read in full as follows:

1. **Term of the Agreement.**

(a) The term of this Agreement shall commence on June 3, 2021 and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Section 3 of the Agreement is deleted and replaced in its entirety to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment A-2 to Exhibit "A" for services performed prior to July 1, 2023. Commencing with services performed on or after July 1, 2023, AUTHORITY shall pay CONSULTANT at rates set forth in Exhibit "A-1," Napa-Vallejo Waste Management Authority Fee Schedule, attached hereto and hereby incorporated by reference. Commencing with services performed on or after July 1, 2025, AUTHORITY shall pay CONSULTANT at rates set forth in Exhibit "A-2," attached hereto and hereby incorporated by reference. Commencing with services performed on or after July 1, 2026, AUTHORITY shall pay CONSULTANT at rates set forth in Exhibit "A-3," attached hereto and hereby incorporated by reference

(b) Expenses. Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "A-1." Travel and other expenses incurred on or after July 1, 2025, will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "A-2." Travel and other expenses incurred on or after

July 1, 2026, will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "A-3."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed Sixty Thousand Dollars (\$60,000.00) in any given contract year through June 30, 2023, One Hundred Forty-Five Thousand Dollars (\$145,000.00) in Fiscal Year 2023-2024, Sixty-Eight Thousand Dollars (\$68,000.00) in Fiscal Year 2024-2025, Sixty-Five Thousand Dollars (\$65,000.00) in Fiscal Year 2025-2026, and Sixty-Eight Thousand Dollars (\$68,000.00) in Fiscal Year 2026-2027; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. This Fourth 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 Fourth Amendment shall remain in full force and effect.

4. This Fourth 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 Fourth Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT through its duly authorized officer(s).

Paul N. Bartelt, P.E. DBA
 Bartelt Engineering, a Sole Proprietorship

By: _____
 PAUL N. BARTELT, Principal Engineer and Sole Proprietor

NAPA-VALLEJO WASTE MANAGEMENT
 AUTHORITY, a joint powers agency

By: _____
 ANDREA SORCE, 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>May 13, 2026</u> FV 13117803</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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Exhibit A-3

**NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
FEE SCHEDULE**

1. Listed herein are typical fees for the engineering services most frequently performed by Bartelt Engineering. Fees for other services, not listed, will be given upon request.
2. Materials and expenses (printing, plotting, courier services, subcontracts, fees, etc.) are invoiced at cost plus 20%.
3. Invoices will be submitted by Consultant from time to time but no more frequently than every two weeks and will become due on presentation. Accounts unpaid after 15 days from invoice date will be considered past due and subject to a late payment charge at the rate of 18% per annum.
4. This fee schedule is applicable until June 30, 2027 and is limited to that date in any contract of which it is a part, unless special provisions are included in the original contract. Compensation for work yet to be performed after that date shall be adjusted accordingly and shall reflect a change in the Fixed Fee or Not to Exceed figures in the attached contract.
5. Travel time is charged at normal billing rates.
6. Out of pocket expenses for travel outside the Counties of Napa, Sonoma, Solano, or Lake will be charged to Client. Travel expenses will include meals and lodging for required overnight trips.

PERSONNEL RATES

Principal Engineer	\$270.00 per hour
Principal Engineer: Public Meeting	\$405.00 per hour
Project Engineer	\$240.00 per hour
Project Engineer: Public Meeting	\$360.00 per hour
Senior Engineer	\$220.00 per hour
Staff Engineer	\$205.00 per hour
Assistant Engineer	\$190.00 per hour
Engineering Designer	\$190.00 per hour
Engineering Technician	\$175.00 per hour
Senior Draftsperson	\$160.00 per hour
Junior Draftsperson	\$140.00 per hour
Clerical	\$95.00 per hour

Depositions, Hearings, or Court Appearances by the Principal Engineer are charged at \$675.00 per hour. Half-day and full-day minimums apply for Expert Testimony.

Depositions, Hearings, or Court Appearances by the Project Engineer are charged at \$600.00 per hour. Half-day and full-day minimums apply for Expert Testimony.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/18/2026

File ID #: 26-1087

TO: Napa-Vallejo Waste Management Authority Board of Directors

FROM: Chris Celsi, Executive Director

REPORT BY: Chris Celsi, Executive Director

SUBJECT: Fifth Amendment to Agreement 2020-03 Aptim Environmental & Infrastructure, LLC

RECOMMENDATION

REQUESTED ACTION: Approval and authorization for the Executive Director to sign the fifth amendment to Agreement No. 2020-03 with APTIM Environmental & Infrastructure LLC for Routine and Non-routine environmental monitoring services at the American Canyon Sanitary Landfill and Devlin Road Transfer Station sites, for the term July 1, 2026, to June 30, 2027, with an annual amount not to exceed \$199,372.00. This is an increase of \$872 compared to last year's amount.

EXECUTIVE SUMMARY

APTIM Environmental & Infrastructure, LLC provides technical consulting services for the American Canyon Sanitary Landfill (ACSL) and the Devlin Road Transfer Station (DRTS) sites. Tasks include semi-annual field sampling, monitoring and results reporting to the Regional Water Quality Control Board, CalRecycle and other regulatory agencies as well as field/tank sampling and quarterly reporting related to leachate disposal. DRTS tasks include mandatory storm water monitoring and annual reporting to the Regional Water Quality Control Board. Aptim also has the ability to perform repairs and emergency services that might be required on short notice to keep the Landfill in compliance with its environmental permits or respond to emergencies. The current agreement expires June 30, 2026. The proposed Amendment would provide a one-year extension to June 30, 2027, to ensure continuity of services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	Invoices for services provided cannot be paid, landfill could be in non-compliance.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California ode of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable

**FIFTH AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2020-03**

PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO AGREEMENT 2020-03 is made and entered into as of this 18th day of May, 2026, 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 Aptim Environmental & Infrastructure, LLC, 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 2020-03 ("Agreement") which authorized Consultant to provide environmental monitoring services to Authority for a period of one year commencing on July 1, 2019, with two one-year extensions; and

WHEREAS, on April 7, 2022, the Board of Directors of AUTHORITY ("Board") approved the First Amendment to the Agreement extending the contract duration to June 30, 2023, and amending the scope of work to include services for Fiscal Year 2022-2023; and

WHEREAS, on May 11, 2023, the Board approved the Second Amendment to the Agreement extending the contract duration to June 30, 2024, and updating the labor rates; and

WHEREAS, on May 9, 2024, the Board approved the Third Amendment to the Agreement extending the contract duration to June 30, 2025, and updating the labor rates; and

WHEREAS, on May 19, 2025, the Board approved the Fourth Amendment to the Agreement extending the contract duration to June 30, 2026, updating the labor rates, and adopting the scope of services to be performed in Fiscal Year 2025-2026; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract duration to June 30, 2027, update the labor rates, and adopt the scope of services to be performed in Fiscal Year 2026-2027;

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 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2019 and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Section 2 of the Agreement is amended to read in full as follows:
 2. **Scope of Services.** CONSULTANT shall provide AUTHORITY those services set forth in Exhibit "A," attached hereto and incorporated by reference herein, including its own Attachment "A-1." Commencing on July 1, 2022, CONSULTANT shall provide AUTHORITY those services set forth in the proposal letter from Aptim Environmental & Infrastructure dated March 14, 2022, attached hereto as Exhibit "A-1" and hereby incorporated by reference. Commencing on July 1, 2024, CONSULTANT shall provide AUTHORITY those services set forth in the proposal letter from Aptim Environmental & Infrastructure dated April 23, 2024, attached hereto as Exhibit "A-3" and hereby incorporated by reference. Commencing on July 1, 2025, CONSULTANT shall provide AUTHORITY those services set forth in the proposal letter from Aptim Environmental & Infrastructure dated April 29, 2025, attached hereto as Exhibit "A-4" and hereby incorporated by reference. Commencing on July 1, 2026, CONSULTANT shall provide AUTHORITY those services set forth in the proposal letter from Aptim Environmental & Infrastructure dated April 30, 2026, attached hereto as Exhibit "A-5" and hereby incorporated by reference.

3. Section 3 of the Agreement is amended to read in full as follows:
 3. **Compensation.**
 - (a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "B," attached hereto and incorporated by reference herein. Commencing on July 1, 2022, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Table 3 of Exhibit "A-1." Commencing on July 1, 2023, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Tables 3 and 4 of Exhibit "A-2." Commencing on July 1, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Tables 3 and 4 of Exhibit "A-3." Commencing on July 1, 2025, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Table 2 and the "2025 Fee Schedule" of Exhibit "A-4." Commencing on July 1, 2026, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "B-5."
 - (b) Expenses. Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "B." Commencing on July 1, 2022, AUTHORITY shall pay CONSULTANT for expenses at the rates set forth in Table 4 of Exhibit "A-1." Commencing on July 1, 2023, AUTHORITY shall pay

CONSULANT for expenses at the rates set forth in Tables 3 and 4 of Exhibit "A-2." Commencing on July 1, 2024, AUTHORITY shall pay CONSULANT for expenses at the rates set forth in Tables 3 and 4 of Exhibit "A-3." Commencing on July 1, 2025, AUTHORITY shall pay CONSULANT for expenses at the rates set forth in Table 2 of Exhibit "A-4." Commencing on July 1, 2026, AUTHORITY shall pay CONSULANT for expenses at the rates set forth in Exhibit "B-5."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement for Fiscal Year 2019-2020 shall be a total of Two Hundred Ten Thousand Seven Hundred and Five Dollars (\$210,705.00); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. For Fiscal Year 2022-2023, the maximum payment for professional services shall be a total of One Hundred Eighty Three Thousand Seven Hundred Dollars (\$183,700.00); for Fiscal Year 2023-2024, the maximum payment for professional services shall not exceed a total of One Hundred Ninety-Four Thousand Two Hundred and Fifty Dollars (\$194,250.00); for Fiscal Year 2024-2025, the maximum payment for professional services shall not exceed a total of Two Hundred Thousand Dollars (\$200,000.00); for Fiscal Year 2025-2026, the maximum payment for professional services shall not exceed a total of One Hundred Ninety-Eight Thousand Five Hundred Dollars (\$198,500.00); for Fiscal Year 2026-2027, the maximum payment for professional services shall not exceed a total of One Hundred Ninety-Nine Thousand Three Hundred and Seventy-Two Dollars (\$199,372.00); all provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. The proposal letter from Aptim Environmental & Infrastructure dated April 30, 2026, and the corresponding fee schedule, are attached hereto as Exhibits "A-5" and "B-5" respectively, and hereby incorporated by reference.
5. This Fifth 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 Fifth Amendment shall remain in full force and effect.
6. This Fifth 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 Fifth 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).

APTIM Environmental & Infrastructure, LLC



By: _____
 Edward A. Shepard Jr.,
 PE/Operations Manager
 Solid Waste Engineering

NAPA-VALLEJO WASTE MANAGEMENT
 AUTHORITY, a joint powers agency

By: _____
 ANDREA SORCE, 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>May 6, 2026</u> FV 13117803</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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April 30, 2026

Mr. Chris Celsi, Executive Director
Napa-Vallejo Waste Management Authority
1195 Third Street, Room B-10
Napa, California 94559-3082

Subject: American Canyon Sanitary Landfill and Devlin Road Transfer Station - Proposed 2026-2027 Scope of Services and Budget for Environmental Monitoring and Non-Routine Services

Dear Mr. Celsi,

Aptim Environmental & Infrastructure, LLC (APTIM) is submitting this proposal to the Napa-Vallejo Waste Management Authority (NVWMA) to provide environmental monitoring, reporting services and non-routine services for the American Canyon Sanitary Landfill (ACSL) and the Devlin Road Transfer Station (DRTS) for NVWMA fiscal year (FY) 2026-2027 (i.e., July 1, 2026 through June 30, 2027). The scope of services and corresponding costs are broken down into Task 1 through 9 listed below.

- Task 1: Semiannual Monitoring of Groundwater, Surface Water, Leachate, and Quarterly Monitoring of Vadose Zone Gas Probes.
- Task 2: Analytical Laboratory Testing of Task 1 Monitoring Samples
- Task 3: Semiannual Reporting of Monitoring Results
- Task 4: Leachate Sampling and Monitoring Events as Required by the Vallejo- Flood and Wastewater District (VFWD)
- Task 5: Quarterly Reporting to the VFWD of Leachate Test Results
- Task 6: Minor Well Repairs (As Needed)
- Task 7: Retest Events (As Needed)
- Task 8: Non-Routine Services (As Needed)
- Task 9: DRTS Stormwater Compliance Services (As Needed)

Project Understanding

The scope of work includes environmental monitoring and reporting as required by Waste Discharge Requirements (WDR) Order No. R2-2019-0010, Vallejo Flood and Wastewater District Permit 0126V4953, and Industrial General Permit (IGP) stormwater requirements WQ 2018-0028-DWQ. The tasks include semiannual field monitoring, evaluation, and reporting of groundwater, surface water, quarterly landfill gas probe readings, quarterly composite leachate sampling events, and services required by a Qualified Industrial Stormwater Practitioner (QISP) for DRTS.

Scope of Work

Task 1: Semiannual Monitoring of Groundwater, Surface Water, Leachate, and Quarterly Monitoring of Vadose Zone Gas Probes

APTIM will utilize professional trained field personnel to provide semiannual and quarterly monitoring at ACSL.

Groundwater Monitoring: In accordance with ACSL's Waste Discharge Requirements Order No. R2-2019-0010, APTIM field technicians will monitor fifteen (15) groundwater monitoring wells semiannually. Groundwater monitoring includes field measurement of groundwater levels, pH, electrical conductivity, temperature, turbidity, and dissolved oxygen at each well. Further, groundwater monitoring includes environmental sampling at each well for analytical laboratory testing of the analytes required by the WDR (Table 1 in WDR). The list of groundwater monitoring wells to be monitored and the parameters to be monitored for are summarized in Table 2 (attached). The required 5-year constituents of concerns (COC) analytes to be monitored are due in the third quarter of 2026 and are included in this proposal.

Leachate Monitoring: In accordance with ACSL's WDR, APTIM field technicians will monitor (i.e., measure and record) the leachate levels in the landfill gas (LFG) extraction wells, the dual extractions wells, and the leachate sumps semiannually, prepare semiannual leachate level contour maps with the corresponding field data and include the

field data and contour maps in the semiannual monitoring reports. The required leachate level monitoring points are shown in Table 2.

ACSL's WDR requires semiannual reporting of the monthly leachate volumes pumped to the VFWD – Wastewater Treatment Plant (WWTP). APTIM assumes the NVWMA will provide APTIM these monthly volumes based on their monthly recorded leachate meter readings. APTIM will report these monthly volumes in the semiannual reports.

Surface Water: In accordance with ACSL's WDR, APTIM field technicians will monitor surface water from the slough located on the east side of the site, which flows into the Napa River. APTIM will monitor surface water in two (2) locations – an upstream monitoring point (S-1), and a downstream monitoring point (S-2). Sampling and analytical laboratory testing will take place as the tide is receding to best show the effects of site recharge to the slough. Samples will be collected and analyzed on a semiannual basis for the monitoring parameters listed in Table 2.

Vadose Zone Landfill Gas: Quarterly vadose zone LFG probe monitoring will be conducted at the seven (7) LFG monitoring probes (MP-1 through MP-7), and the two (2) on-site facilities (maintenance building and LFG flare station). The monitoring of LFG (i.e., methane, carbon dioxide, oxygen, temperature) will be conducted in the field with a LANDTECH GEM landfill gas analyzer (or equivalent). The results will be included in the semiannual reports described in Task 3. Additional services for LFG monitoring and reporting or special assessments due to regulatory exceedances, if necessary, will be billed on a time and material basis to the Non-Routine Services Task 8 cost code, and will be performed only upon prior approval of scope and budgets by the NVWMA.

Task 2 – Analytical Laboratory Testing of Task 1 Monitoring Samples

APTIM will submit the groundwater and surface water samples (collected under Task 1) to Pace Analytical for laboratory analytical testing of parameters required by the WDR, as shown in Table 2. APTIM will work closely with Pace Analytical to obtain high quality analytical test reports and results. The estimated laboratory costs are shown in Table 1.

Task 3 – Semiannual Reporting of Monitoring Results

In accordance with ACSL's WDR, results of the semiannual environmental monitoring of groundwater, surface water, leachate and LFG, as well as on-site observations, are to be reported semiannually to the San Francisco Bay Regional Water Quality Control Board (SFRWQCB).

Semiannual Monitoring Reports: Monitoring reports will be prepared semiannually and submitted by April 30 and October 31, following the respective monitoring event period. The report will include the following, as required in ACSL's WDR;

- Transmittal letter discussing compliance, noted violations, corrective actions taken
- Tables of the groundwater, surface water, leachate, and vadose zone gas monitoring results
- Tables of the monthly leachate discharge volumes
- Tables of the leachate analytical results for discharges to the VFWD
- Certified analytical reports including laboratory quality control reports
- Groundwater/leachate contour map
- Sampling, equipment, and purging details
- Map of observations and monitoring points
- An evaluation of the effectiveness of the leachate monitoring and extraction facilities which includes:
 - Evaluation of the leachate mound within the landfill, and
 - Summary of leachate volumes removed from the landfill
- Standard observations summary and certification (to be supplied by NVWMA staff)

The semiannual monitoring reports will be submitted to the SFRWQCB and the Napa County Local Enforcement Agent (LEA) in PDF format and emailed to the NVWMA in pdf format. The semiannual reports and data will be uploaded to the SFRWQCB GeoTracker website in conformance with the SFRWQCB GeoTracker requirements.

Groundwater and Surface Water Data Evaluation: ACSL's WDR requires the comparison of groundwater and surface water laboratory analytical test data to the corresponding maximum contaminant levels (MCL's). APTIM will use Federal and California MCL's to evaluate the data when MCL's exist. APTIM will use the Sanitas software program to statistically evaluate the inorganic data using concentration limits in accordance with the approved Water Quality Protection Standard.

ACSL's WDR notes that if a concentration limit is exceeded, the NVWMA must immediately resample the compliance point and submit a report in writing to the SFRWQCB within seven (7) days of the exceedance. If the resampling confirms the exceedance, an Evaluation Monitoring Program (EMP) may be implemented at the direction of the Regional Water Board. Monitoring will continue in accordance with the Detection Monitoring Program (DMP). If required by the Executive Officer, the EMP shall be implemented to determine the nature and extent of the exceedance detected by the DMP.

Leachate Monitoring Evaluation and Reporting: APTIM will include the results of the leachate monitoring events and an evaluation of the effectiveness of the leachate extraction system. Specifically, the following information will be included in the semiannual reports:

- A discussion of the leachate monitoring wells and collections sumps
- Leachate levels measure semiannually from the LFG extraction wells, the dual extraction wells, and the leachate sump.
- Leachate levels contour maps for the first and second semiannual monitoring events.
- An evaluation of the effectiveness of the leachate extraction system.

APTIM will also include in the semiannual reports, the laboratory analytical test results for the leachate samples collected from the five (5) on-site leachate tanks, as required by the VFWD. Refer to Task 4 scope of services below for the VFWD leachate tank sampling, testing, and reporting requirements.

Vadose Zone Landfill Gas Monitoring Results: APTIM will include the quarterly monitoring results for the seven (7) LFG monitoring probes (MP-1 through MP-7) and the two (2) on-site facilities (maintenance building and LFG flare station) in the semiannual monitoring reports.

Task 4 – Special Leachate Monitoring (Sampling and Testing) Events Required by the VFWD

In accordance with ACSL's VFWD Wastewater Discharge Permit, leachate sampling, analytical laboratory testing, and reporting to the VFWD is required prior to discharge of ACSL's leachate to the VFWD –WTTTP. The following leachate monitoring program was implemented to verify that the leachate from the landfill does not exceed VFWD's discharge acceptance criteria limits:

- Environmental samples will be collected quarterly from each of the five (5) ACSL leachate storage tanks for analytical laboratory testing of the monitoring parameters required by the VFWD Discharge Permit, as shown in Table 2. In addition to the required quarterly monitoring, individual tanks will be sampled and analyzed whenever the tank is full/at capacity prior to its pump out and delivery to the VFWD-WWTP. Note, the laboratory analytical testing fees are directly paid by the NVWMA.
- The laboratory analytical test results for the individual leachate tanks will be sent to the VFWD to gain permission/approval prior to discharging to the VFWD WTTTP.

The VFWD monitoring program is in addition to the routine semiannual and reporting described in Task 2 and Task 3 respectively.

Task 5 – Quarterly Reporting to the VFWD of Leachate Test Results

The VFWD has established criteria for acceptance for leachate at the WWTP. The ACSL analytical laboratory test results for the leachate samples collected under Task 4 will be summarized quarterly in a letter report with the VFWD acceptance criteria and submitted to the VFWD and the NVWMA. If the leachate analytical test results exceed the VFWD acceptance criteria, APTIM will call the NVWMA and the VFWD upon discovery. The results of the laboratory analytical tests for the individual leachate tanks will be sent to the VFWD for approval prior to discharging leachate to the VFWD WTTTP.

Task 6 – Minor Well Repairs (As Needed)

Normal wear and tear of wells from use and exposure requires periodic need for repairs. APTIM has included costs for minor well repairs if needed during the year. If required, services will be billed on a time and expense basis only after receiving authorization to complete the work from the NVWMA. If a drill rig is required to replace or abandon a well, a separate cost estimate will be prepared under the non-routine contract.

Task 7 – Retest Events (As Needed)

In the event that one or more of the wells or leachate tanks need to be resampled due to an exceedance of a regulatory concentration limit, costs for a resampling event are included in Task 7. These costs are based on a one-day sampling event and of a lump sum for analytical costs. If a resampling event is required, it will be billed on a time and expense basis after receiving authorization from NVWMA.

Task 8 – Non-Routine Services (As Needed)

Non-Routine Services (Non-Emergency): Non-routine services may be identified during routine monitoring activities conducted by APTIM and during discussions between the NVWMA and APTIM. Non-routine services may include:

- Additional groundwater, surface water, or gas probe monitoring
- Sampling, laboratory analytical testing and evaluation of leachate seeps if they occur
- Sampling, laboratory analytical testing and evaluation of PFAS if required by the SFRWQCB
- Preparation of work plans for groundwater, surface water, or landfill gas related issues requested by the SFRWQCB, the LEA, and/or CalRecycle.
- Annual Financial Assurance calculations, reporting, and correspondence with CalRecycle.
- Maintenance, repair, and/or replacement of various site equipment, systems, and features that may be compromised:
 - Compressor Equipment
 - Conveyance piping
 - Leachate sumps
 - LFG electrical systems
 - Groundwater wells, LFG extraction wells, and/or monitoring probes
 - Areas affected by localized settlement requiring regrading
 - LFG flare and/or blower equipment
 - Leachate tank farm components

Non-Routine Emergency Services: Non-routine emergency services could consist of emergency situations requiring immediate response to restore the operation of one of the ACSL environmental controls systems for management of LFG, leachate, groundwater and/or surface water. These services are limited in nature by the assumption that the corrective actions required (labor, equipment, materials) per event to restore the system to operations are relatively minor in scope. If upon response to the site, during a call-out event, APTIM determines that the actions required are major in scope, we will perform the work with the NVWMA's personnel with respect to site-specific call out and personnel contact procedures required to effectively implement these services.

Task 9 – DRTS Stormwater Compliance Services (As Needed)

APTIM understands the DRTS contracts with another consultant to provide the regulatory required stormwater sampling, laboratory analytical testing services, SMARTS Data Entry, and routine compliance reporting. APTIM has included a budget to supplement these services, if needed – specifically to assist with the annual stormwater compliance reporting, amend the Stormwater Pollution Prevention Plan (SWPPP), provide training, and complete exceedance response action reporting.

Costs

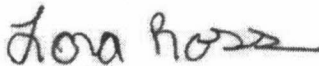
A cost estimate of \$199,372 for the NVWMA's 2026-2027 Fiscal Year budget for Tasks 1 through 9 services (as described above) is included in Table 1. Should the NVWMA find this proposal acceptable, please issue a new Professional Services Agreement (PSA) for the 2026–2027 fiscal year to authorize the work. These services are subject to mutually negotiable terms and conditions.

Task	Labor	Subcontractors	Equipment/ Other Direct Costs	Travel	Total
Task 1- Semiannual Field Monitoring and Sampling Events	\$13,600	\$0	\$5,830	\$0	\$19,430
Task 2 – Semiannual Analytical Lab Testing	\$0	\$16,608	\$0	\$0	\$16,608
Task 3 – Semiannual Reporting	\$26,780	\$0	\$0	\$0	\$26,780
Task 4 – VFWD Leachate Tank Field and Sampling Events	\$46,300	\$7,816	\$5,610	\$0	\$59,726
Task 5 – VFWD Reporting	\$13,040	\$0	\$0	\$0	\$13,040
Task 6 – Minor Well Repairs	\$1,520	\$0	\$220	\$0	\$1,740
Task 7 – Resampling/Retesting Events	\$2,640	\$0	\$462	\$0	\$3,102
Task 8 – Non-Routine Services	\$17,980	\$34,331	\$0	\$0	\$52,311
Task 9 – DRTS Compliance	\$5,700	\$0	\$935	\$0	\$6,635
Total	\$127,560	\$58,755	\$13,057	\$0	\$199,372

Table 1 – Cost Estimate 2026-2027

Sincerely,

Aptim Environmental & Infrastructure, LLC




Lora Ross
 Project Manager
 Telephone: 941-800-8603
 Email: lora.ross@aptim.com

Stephanie Hamilton
 West Coast Solid Waste Lead
 Telephone: 408-234-9178
 Email: stephanie.hamilton@aptim.com

Table 2
American Canyon Sanitary Landfill
Self-Monitoring Program

Source: Table B-1 of Order No. R2-2019-0010, Updated Waste Discharge Requirements, March 13, 2019

Groundwater (POC) Wells: 15 in number - G-1, G-1D, G-2, G-2DR, G-3A, G-3D, G-4R, G-6AR2, G-7A, G-8, G-9R, G-10, G-12, GW-4, and GW-6

Monitoring Event	Frequency	Parameters
Constituents of Concern (POC Wells)	Once every five years Last COC event was conducted in 2021. (Report due in 2026)	Monitoring Parameters and Volatile Organic Compounds (Subtitle D Appendix I) Dissolved Metals (As, Ba, Co, Cr, Hg, Ni, Se, Ag, Sn, V, Zn) Field Parameters – pH, electrical conductivity, temperature, turbidity, and dissolved oxygen
Monitoring Parameters (MPs) (POC Wells)	Semi-Annual 1st Report due April 30 2nd Report due October 31	Total Dissolved Solids Volatile Organic Compounds (Subtitle D Appendix I) Field Parameters – pH, electrical conductivity, temperature, turbidity, and dissolved oxygen
Groundwater and Leachate Levels	Semi-Annual	As detailed in Part A
Standard Observations	Semi-Annual	As detailed in Part A
Leachate Level Wells: 83 in number - L-1 through L-20, L-22 through L-36, EW-1, EW-5, EW-7 through EW-12, EW-14 through EW-29, GS-2, GS-7, GS-18, GS-19, GS-21, GS-23, GS-25, GS-29, GS-41, GS-59, GS-61, GS-69, GS-70, GS-76, and GS		
Monitoring Parameters (MPs) Sampling Point - Leachate Tank Parameters from POTW requirements	Semi-Annual April 30 and October 31 each year	Dissolved Metals (As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Zn) Total Dissolved Solids Total Phenols Total Cyanide Total Oil and Grease Total Suspended Solids Biological Oxygen Demand Organochlorine Pesticides and PCBs Field Parameters – pH



EXHIBIT B-5

**APTIM Environmental & Infrastructure, LLC Fee Schedule
Effective January 1, 2026**

<u>Title</u>	<u>Rate</u>
Director	\$320.00
Project Principal	
Engineer	\$280.00
Geologist / Environmental Scientist	\$210.00
Project Professional IV	
Engineer	\$190.00
Geologist / Environmental Scientist	\$160.00
Planner	\$190.00
Designer	\$160.00
Project Professional III	
Engineer	\$150.00
Geologist / Environmental Scientist	\$120.00
Planner	\$150.00
Designer	\$140.00
Project Professional II	
Engineer	\$120.00
Geologist / Environmental Scientist	\$100.00
Planner	\$120.00
Designer	\$120.00
Project Professional I	
Engineer	\$100.00
Geologist / Environmental Scientist	\$90.00
Planner	\$100.00
Designer	\$90.00
Technician	
Level IV	\$120.00
Level III	\$100.00
Level II	\$90.00
Level I	\$70.00
Project Administration	
Level V	\$130.00
Level IV	\$110.00
Level III	\$100.00
Level II	\$90.00
Level I	\$70.00
Project Controls	
Level IV	\$200.00
Level III	\$180.00
Level II	\$130.00
Level I	\$120.00

Depositions and expert witness testimony, including preparation time, will be charged at 1.5 times the above rates.

Overtime will be charged at 1.5 times the above rates on a case-by-case basis. The client will be notified prior to charging overtime

The above rates do not consider prevailing wage requirements.



Vehicle Expense	\$75.00
Disposable Bailers (2")	\$8.00
Disposable Bailers (1")	\$7.00
Misc. Sampling Supplies (day)	\$45.00
Groundwater Sampling Tubing (foot)	\$0.35
Caution Tape (roll)	\$18.00
Encore Sampler (each)	\$8.00
QED 0.45 Micron Disposal Filters (each)	\$18.00
Steel Well Lock (each)	\$8.00
2" Grippers (each)	\$25.00
Disposable Camera (each)	\$10.00
Laptop Computer (day)	\$75.00
LCD Projector (day)	\$100.00
Projection Screen (day)	\$25.00
Digital Camera (day)	\$20.00
Camcorder (day)	\$15.00
Tripod (day)	\$15.00
Soil Probe (day)	\$25.00
Interface Probe (day)	\$45.00
Water Level Indicator (day)	\$45.00
Infrared Thermometer (day)	\$10.00
PID (day)	\$90.00
Slug Test Equipment (day)	\$125.00
Nasal Ranger Scentometer (day)	\$75.00
Air Compressor Controller Sampling System (day)	\$160.00
Cond./Temp/pH Meter (day)	\$35.00
Multi-Parameter Water Quality Meter (day)	\$80.00
GEM-500 (day)	\$125.00
Drager Bellows Pump (day)	\$10.00
Water Purge Pump (day)	\$30.00
Lo-Flow Sampling Pump (Peristaltic Type) (day)	\$95.00
4-Gas Meter (day)	\$20.00
Tyvek Suit (Jump suit, gloves, boots) (day)	\$35.00
Hand Auger (day)	\$25.00
Sludge Judge (day)	\$35.00
Laser Level (day)	\$45.00
Field Boat (day)	\$50.00
Reimbursables	Cost +15%

Monthly invoices are to be paid according to the contract.
Interest will be charged on late payments.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/18/2026

File ID #: 26-1059

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Executive Director's Report

RECOMMENDATION

Executive Director to report on Authority related activities.

EXECUTIVE SUMMARY

The Executive Director will report on recent activities relating to the Authority.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Executive Director will report on recent activities concerning the Authority.



Napa-Vallejo Waste Management Authority Board Agenda Letter

Napa-Vallejo Waste Management Authority Agenda Date: 5/18/2026

File ID #: 26-1062

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: FY 2026/2027 Proposed Budget Study Session - 2nd Draft

RECOMMENDATION

STUDY SESSION: Staff to present Draft FY 26/27 budget for discussion.

- 1. Draft Revenue Projections and Operations Budget; and
2. Draft Operating and Capital Reserves; and
3. Draft Capital Improvement Budget

EXECUTIVE SUMMARY

Per the Authority Bylaws, the Executive Director, in cooperation with the Auditor-Controller, presented the draft FY2026/2027 budget to the Board of Directors at their April 20, 2026 meeting. Staff will present an update to that Proposed Draft Budget. It is anticipated that a Final Budget will be presented for adoption by the Board, with a noticed Public Hearing, at the June 15, 2026 meeting.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes
Is it currently budgeted? No
Where is it budgeted? This is a proposed draft operating budget for Fiscal Year 2026/2027
Is it Mandatory or Discretionary? Discretionary
Discretionary Justification: A budget must be adopted to expend funds to cover the Authority's obligations.
Is the general fund affected? Yes
Future fiscal impact: None. This is only for the upcoming fiscal year.
Consequences if not approved: Expenditures cannot be paid.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Napa Vallejo Waste Management Authority
FY 2026 - 2027 BUDGET

		Budget / Estimated Tons per Year----->		
		271,000	280,000	295,000
		295,000		
		2024-25	2025-2026	2026-2027
		FINAL	Estimated Actuals	Estimated
Revenue - 8103000				
1	45100 Interest Revenues	\$ 893,833	1,491,000	\$ 750,000
2	45200 Dividends/rebates	304	-	-
3	46135 Planning/engineering services	-	-	-
4	46260 Hauler Fees	23,475,059	22,295,805	27,145,000
5	47140 Recycling Revenues	-	-	75,000
6	47900 Miscellaneous Revenues	2,500	20,000	20,000
7	48100 Sale of Capital Assets	-	-	-
8	48500 Long Term Debt Proceeds	-	-	-
9	49100 Special Items	2,766	600	-
10	Total Revenue	\$ 24,374,462	23,807,405	\$ 27,990,000
11 Operating Expenditures				
Administration - 8100000				
51100	Salaries and Benefits	200,963	187,200	193,752
51210	Director/Commissioner Pay	1,200	3,200	3,200
52100	Administration Services	5,101	5,000	5,175
52125	Accounting/Auditing Services	27,820	26,000	30,000
52130	Information Technology Services	16,655	23,000	25,000
52131	Communication Charges	-	2,000	2,000
52132	ITS Records Management Services	-	1,000	2,500
52140	Legal Services	36,694	60,000	35,000
52490	Other Professional Services	6,000	-	-
52605	Rents, Leases	4,800	5,000	6,000
52705	Insurance - Premiums	218,777	275,000	235,000
52825	Bank Charges	1,071	-	3,500
52830	Publications/Legal Notices	5,755	7,000	7,245
52900	Training/Conference Expenses	-	-	5,000
52905	Business Travel/Mileage	-	-	2,000
53100	Office Supplies	21	50	1,000
53120	Memberships/Certifications	285	300	311
54315	LT Debt - Payment	-	236,266	1,690,000
54105	Interest on LT Debt	-	-	734,160
54600	Depreciation	606,937	-	-
12	Administration Total	\$ 1,132,079	\$ 831,016	\$ 2,980,843
Landfill Operation - 8100010				
51100	Salaries and Benefits	96,220	87,980	90,619
52100	Administration Services	15,236	-	-
52360	Engineer Services	23,624	-	-
52220	Medical/Laboratory Services	15,230	20,000	20,700
52335	Security Services	652	652	675
52381	Sewer Treatment Services	5,845	7,000	7,245
52490	Other Professional Services	661,494	400,000	425,000
52500	Maintenance - Equipment	76,198	-	85,000
52525	Maintenance - Infrastructure/Land	29,050	30,000	40,000
52600	Rents and Leases - Equipment	7,839	15,000	15,525
52800	Communications/Telephone	1,908	1,800	1,863
52840	Permits/License Fees	24,813	31,000	32,085
53205	Utilities - Electric	27,704	30,000	32,400
53220	Utilities - Water	3,279	2,000	2,070
53250	Fuel	-	7,500	7,763
53350	Maintenance Supplies	18,209	30,000	31,050
54600	Depreciation	1,519	-	-
	Change in Postclosure Liability	1,481,316	-	-
55400	Capital Assets - Equipment (24'Flare)	-	-	-
13	Landfill Operation Total	\$ 2,490,136	\$ 662,932	\$ 791,995
Transfer Station Operation - 8100020				
52110	Central Collections	51,102	36,000	37,080
52125	Accounting/Auditing Services	15,669	20,000	22,000
52145	Engineering Services	-	-	-
52490	Other Professional Services(NROWS)	9,602,032	10,340,000	\$13,741,269
52500	Maintenance - Equipment	11,257	12,000	12,420
52525	Maintenance - Infrastructure/Land	-	-	-
52840	Permits/License Fees	197,259	205,000	210,000
14	Transfer Station Total	\$ 9,877,319	\$ 10,613,000	\$ 14,022,769

DRAFT

Napa Vallejo Waste Management Authority
FY 2026 - 2027 BUDGET

		271,000	280,000	295,000
		2024-25	2025-2026	2026-2027
		FINAL	Estimated Actuals	Estimated
	Budget / Estimated Tons per Year----->			
	295,000			
Disposal - 8100030				
15	52490 Other Professional Services (Potrero Hills)	7,467,267	8,000,000	8,356,596
	Disposal Total	\$ 7,467,267	\$ 8,000,000	\$ 8,356,596
Household Hazardous Waste - 8100040				
	52335 Security Services	-	-	-
	52490 Other Professional Services	822,912	900,000	1,000,000
	52525 Maintenance - Infrastructure/Land	-	-	-
	52800 Communications/Telephone	169	200	500
	52820 Printing & Binding	-	-	1,000
	52840 Permits/License Fees	1,017	2,000	2,200
	53120 Memberships/Certifications	2,000	2,000	2,200
	53205 Utilities - Electric	5,116	3,577	6,000
	53350 Maintenance Supplies	-	-	-
16	Household Hazardous Waste Total	\$ 831,214	\$ 907,777	\$ 1,011,900
17	Total Operating Expenditures	\$ 21,798,015	\$ 21,014,725	\$ 27,164,103
18	Net From Operations	\$ 2,576,447	\$ 2,792,680	\$ 825,897
<u>DRTS C&D Building #17810</u>				
	52100 Administration Services	15,669	10,000	20,000
	52360 Construction Services	-	11,500,000	20,500,000
	52145 Engineering Services	1,215,975	900,000	510,000
	52490 Other Professional Services	-	350,000	820,000
	52830 Publications & Legal Notices	-	2,000	2,000
	52840 Permits/License Fees	-	600,000	400,000
	54325 Admin Long Term Debt	-	-	-
21	DRTS C&D Bldg - 17810	\$ 1,215,975	\$ 13,362,000	\$ 22,252,000
<u>DRTS Buy Back Area Improvement #26801</u>				
	52490 Professional Services	\$ -	-	50,000
	52100 Administration Services	\$ -	-	5,000
22	DRTS Buy Back Area Improvement	\$ -	\$ -	\$ 55,000
<u>American Canyon Flare Project #26802</u>				
	52100 Administration Services	\$ -	-	5,000
	55300 Flare Improvements	\$ -	-	125,000
23	American Canyon Flare Project	\$ -	\$ -	\$ 130,000
<u>Devlin Road Transfer Station Roof #25801</u>				
	52100 Administration Services	-	5,000	5,000
	52145 Engineering Services	-	40,000	100,000
	55300 Building Improvements	-	-	500,000
24	Devlin Road Transfer Station Roof 25801	\$ -	\$ 45,000	\$ 605,000
Total Capital Expenditures		\$ 1,215,975	\$ 13,407,000	\$ 22,987,000
Loan Admin Fees		-	-	-
		-	165,000	-
25	Total Debt Expenditures	\$ -	\$ 165,000	\$ -
26	Total Expenditures	\$ 23,013,990	\$ 34,421,725	\$ 50,151,103
27	Net Surplus (Deficit)	\$ 1,360,472	\$ (10,614,320)	\$ (22,161,103)
28	Total Loan Funds		\$ 20,165,000	
29	Total Cash Balance (<i>accrual basis</i>)	\$ 34,612,027	\$ 44,162,707	\$ 22,001,604
30	Allocation to Reserves		33,251,555	
31	Landfill Closure Liability	-	12,200,000	12,600,000
32	Operating Reserve (Policy Min 2 Months - Max 3 months Operating*)	14,612,027	3,530,945	5,659,188
33	Capital Reserve (Policy Min \$1,000,000 - Max \$20,000,00)	20,000,000	40,631,762	3,742,416
	Total Reserves	\$ 34,612,027	44,162,707	\$ 9,401,604

*2025-26 Operating Reserve Minimum = 4,527,350

*2025-26 Operating Reserve Maximum = 6,791,026



Napa-Vallejo Waste
Management Authority
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/18/2026

File ID #: 26-1060

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Future Agenda Items

RECOMMENDATION

Discussion of any items Board members wish to have addressed at a future meeting date.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed activity is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), as an organizational or administrative activity that will not result in direct or indirect physical changes in the environment, and therefore CEQA is not applicable.



Napa-Vallejo Waste
Management Authority
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/18/2026

File ID #: 26-1061

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Reports from Jurisdictions

RECOMMENDATION

Reports of current information relevant to the Authority by the member jurisdictions:

EXECUTIVE SUMMARY

- i. Vallejo: Andrea Sorce
- ii. Napa City: Mary Luros
- iii. Napa County: Belia Ramos
- iv. American Canyon: Pierre Washington

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.