

**SECOND AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY AGREEMENT NO. 2021-08**

PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT 2021-08 is made and entered into as of this 12th day of January, 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 TIM HOLMES, doing business as KENWOOD ENERGY, whose business address is P.O. Box 692, Kenwood, CA 95452, 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 March 4, 2021, the Parties entered into Agreement 2021-08 ("Agreement") whereby CONSULTANT prepares monthly solar monitoring reports for AUTHORITY for the solar array located at the American Canyon Sanitary landfill; and

WHEREAS, on February 8, 2024, the Parties entered into the First Amendment to the Agreement exercising the option to renew the Agreement for two more years and amending the scope of services; and

WHEREAS, the Agreement is scheduled to expire on March 3, 2026, but the Parties wish to extend the term for two more years for CONSULTANT to continue monitoring the solar array;

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 March 4, 2021, and shall expire on March 3, 2028, 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 prepare and deliver monthly solar monitoring reports for the solar array located at the American Canyon Sanitary Landfill, as further described in Exhibit "A," attached hereto and hereby incorporated by reference. Commencing on March 4, 2024, CONSULTANT shall also perform the services described in Task 2 of Exhibit "A-1," attached hereto and hereby incorporated by reference. Commencing on March 4, 2026, CONSULTANT shall perform the services described in Exhibit "A-2" attached hereto 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 "A." Commencing with services performed on or after March 4, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "A-1." Commencing with services performed on or after March 4, 2026, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "A-2."

(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 Exhibits "A," "A-1" and "A-2."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed the following amounts; 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.

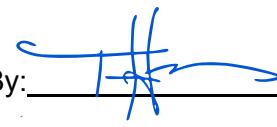
<u>Contract Period</u>	<u>Maximum Amount</u>
March 4, 2021 – June 30, 2021	\$ 650
July 1, 2021 – June 30, 2022	\$2,000
July 1, 2022 – June 30, 2023	\$2,000
July 1, 2023 – March 3, 2024	\$1,350
March 4, 2024 – March 3, 2026	\$5,330
March 4, 2026 – March 3, 2028	<u>\$6,200</u>
Total for seven years:	\$17,530

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

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

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

TIM HOLMES, doing business as KENWOOD ENERGY

By:  1/5/26

NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY, a joint powers agency

By: _____, NVWMA Chair

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Authority Counsel Date: <u>December 22, 2025</u> FV 13117803	APPROVED BY THE AUTHORITY BOARD OF DIRECTORS Date: _____ Processed By: Secretary of the Authority	ATTEST: MARIE NICHOLAS Secretary of the Authority By: _____
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Exhibit A-2

Napa Vallejo Waste Management Authority
Consultant Scope of Work
Solar Photovoltaic (PV) System
Project Management Support

Napa Vallejo Waste Management Authority (NVWMA) completed the installation of a solar electric system in January of 2018. Kenwood Energy has been providing monthly performance reports since the system began producing energy. This scope includes services for an additional two years of output reporting.

Task 1. Monthly Reporting: Kenwood Energy will download monthly performance data from the Data Acquisition System and provide a monthly report that compares the actual output to the projected performance. This report will quickly identify output shortfalls and possible performance issues so that the proper repairs can be made in a timely fashion.

Task 2. Operations and Maintenance: When performance issues are evident by the implementation of Task 1, Kenwood Energy will notify the District of the specific issue and work (virtually) with the District's Maintenance Contractor to arrange for service to be completed.

FEES

Senior Engineer	\$225.00 per hour
Analyst	\$185.00 per hour
Not to Exceed	\$6,200.00 (March 4, 2026 – March 3, 2028)

The budget will cover 24 months of service. Invoices will be submitted on a monthly basis. Payments shall be made within 30 days. Expenses are passed through at cost, and mileage is billed at IRS rates.