

**AMENDMENT NO. 1 TO
UPPER VALLEY WASTE MANAGEMENT AGENCY
AGREEMENT NO. _____**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 1 ("Amendment No. 1") to the PROFESSIONAL SERVICES AGREEMENT designated as UVWMA Agreement No. _____ (the "Agreement") is made and entered into effective June 29, 2020 ("Effective Date") by and between UPPER VALLEY WASTE MANAGEMENT AGENCY, a joint powers agency organized and existing under the laws of the State of California pursuant to Government Code sections 6500 et seq., on the one hand, hereinafter referred to as "the AGENCY," and the law firm of COLANTUONO, HIGHSMITH & WHATLEY, PC a California professional corporation, whose business address is 420 Sierra College Drive, Suite 140, Grass Valley, California 95945-5091, hereinafter referred to as "CONTRACTOR." Hereinafter, AGENCY and CONTRACTOR may be referred to individually as "Party" and collectively as "Parties."

RECITALS

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

WHEREAS, CONTRACTOR has retained the consulting firm Bartle Wells Associates to perform two tasks: (1) develop solid waste rates for Fiscal Year 2021 based on the current methodology described in the Ninth Amendment to Agreement #95-09 regarding the Upper Valley Disposal Service and the Fourth Amendment to Agreement #95-06 regarding Clover Flat Land Fill ("Phase 1"), and (2) develop a new, three-year rate methodology for future rate calculations under new franchise agreements ("Phase 2") (collectively, the "Project"); and

WHEREAS, Section 3.(b) of the Agreement requires AGENCY's approval for charges and costs, including engagement of consultants, in excess of Three Hundred Dollars (\$300.00) for which CONTRACTOR seeks reimbursement; and

WHEREAS, the Parties wish to amend the Agreement to increase the total amount paid to CONTRACTOR in an amount equal to the increased costs that will be paid to Bartle Wells Associates for Phase 1 and Phase 2.

TERMS

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

- I. Subparagraph 3.(d) is hereby added to the Agreement to read as follows:

(d) Expenses for Consultants. Notwithstanding any other provision of this Agreement, AGENCY shall reimburse CONTRACTOR its actual costs incurred retaining Bartle Wells Associates as follows:

1. Up to and including Ten Thousand Dollars (\$10,000) for work associated with Phase 1; and
2. Up to and including Twenty Thousand Dollars (\$20,000) for work associated with Phase 2, provided the governing Board of AGENCY has authorized such work after the Effective Date.

II. Except as provided in Section I above, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement was executed by the Parties hereto effective as of the Effective Date first above written.

COLANTUONO, HIGHSMITH & WHATLEY, PC

By Mary B Bell
Gary Bell, Shareholder

“CONTRACTOR”

UPPER VALLEY WASTE MANAGEMENT AGENCY, a
Joint Powers Agency

By Margie Mohler
Margie Mohler, Chair of the Board of Directors of the
Upper Valley Waste Management Agency

“AGENCY”