



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

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

PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT 2024-03 is made and entered into as of this 16th day of June, 2025, by and between the Napa-Vallejo Waste Management Authority, a joint powers authority organized under the laws of the State of California pursuant to Government Code section 6500 et seq., hereinafter referred to as "AUTHORITY," and R3 Consulting Group, Inc., whose business address 1512 is Eureka Road, Suite 220, Roseville, CA 95661, hereinafter referred to as "CONSULTANT." AUTHORITY and CONSULTANT will be referred to from time to time in this agreement individually as "Party" and collectively as "Parties."

RECITALS

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

WHEREAS, discussion regarding a new or extended contract for the operation of the Devlin Road Transfer Station have been longer and required more effort than anticipated, and the Agreement with CONSULTANT will expire on June 30, 2025; and

WHEREAS, the AUTHORITY desires to extend the Agreement and add services to create an AUTHORITY website to potentially include gate rates, hours of operation, links to member agencies' local haulers, and other relevant information; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract duration to June 30, 2026, add services to create a website for the Authority, and increase the contract amount by \$20,000;

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

TERMS

1. Section 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 September 14, 2023, and shall expire on June 30, 2026, 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 as Tasks 1 through 4 in accordance with CONSULTANT'S proposal dated August 29, 2023, attached hereto as "Exhibit "A" and hereby incorporated by reference. CONSULTANT shall also provide those services set forth as Task 5 in Exhibit "A," but only upon the prior written authorization of the AUTHORITY, as such services may not be necessary depending on the outcome of Tasks 1 through 4. CONSULTANT shall also assist AUTHORITY in the development of a new website with information relevant to AUTHORITY, to be determined by AUTHORITY's Executive Director.

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

3. **Compensation.**

(a) Rates. In consideration of CONSULTANT's performance of Tasks 1 through 4, AUTHORITY shall pay CONSULTANT the amount of FIFTY THOUSAND DOLLARS (\$50,000) in three installments, as set forth in Exhibit "A," based on equivalent amounts of work on Tasks 1 through 4 having been completed. In consideration of CONSULTANT's performance of Task 5, should such work be authorized by AUTHORITY, AUTHORITY shall pay CONSULTANT the amount of SIXTY THOUSAND DOLLARS (\$60,000) in three equal installments, as set forth in Exhibit "A," based on equivalent amounts of work on Task 5 having been completed. For services relate to the development of a new website, AUTHORITY shall pay CONSULTANT at the hourly rates set forth in Exhibit "B," attached hereto and hereby incorporated by reference.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed a total of ONE HUNDRED FORTY THOUSAND DOLLARS (\$130,000); provided, however, that the amount for the development of a new website shall not be construed as a guaranteed sum, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

4. This First 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 First Amendment shall remain in full force and effect.

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

R3 CONSULTING GROUP



By: _____
SCOTT HANIN, Principal

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By: _____
MARY LUROS, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>May 2, 2025</u> PL Doc. No. 130998</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 B

HOURLY RATES AND EXPENSES FOR AN AUTHORITY WEBSITE

Standard Rates

R3 will develop in conjunction with Authority staff, a new website which would describe the purpose and role of the Authority, its structure including Board Members and key staff. The website would describe the Authority function around the Transfer Station and proposed C&D Facility including construction updates. It will also serve as a link to meeting agendas and minutes, provide links to member agencies and their solid waste services and providers. This site would be based on other similar sites for comparable Agencies. **Table 1**, below, shows our standard rates for the R3 Project Team that may be involved in providing consultant services. Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.

Table 1: Standard Rates - Fiscal Year 2025-26

CLASSIFICATION	RATE
Principal / Sr. Director	\$ 340 per hour
Director	\$ 305 per hour
Sr. Managing Consultant	\$ 265 per hour
Managing Consultant	\$ 240 per hour
Sr. Consultant	\$ 220 per hour
Consultant	\$ 200 per hour
Associate Consultant	\$ 185 per hour
Expert Witness	1.5x Listed Above
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - <i>Private or company car</i>	At Current Federal Rate
Travel - <i>Other</i>	Direct cost
Delivery and other expenses	Direct cost

R3 will assist in finding a new domain as well as website host location. The actual cost of the domain name, hosting and non-personnel design related costs shall be paid by the Authority.