



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

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

PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT 2024-03 is made and entered into as of this 15th day of June, 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 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, on June 16, 2025, the Parties entered into the First Amendment to the Agreement extending the term of the agreement to June 30, 2026, and to add services to create a website for the AUTHORITY; and

WHEREAS, on September 15, 2025, the Parties entered into the Second Amendment to the Agreement to increase the contract amount by \$30,000 for continued assistance with negotiating the contract extension with Northern Recycling Operations & Waste Services (NROWS) for the operation of the Devlin Road Transfer Station; and

WHEREAS, the Parties desire to amend the Agreement to extend the term and increase the contract amount by \$20,000 for CONSULTANT to perform a tip fee market survey and analysis relative to “non-garbage” material received at the transfer station;

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, 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 assist AUTHORITY in preparing and negotiating a new or extended contract with NROWS in accordance with CONSULTANT'S proposal dated August 29, 2023, attached hereto as "Exhibit "A" and hereby incorporated by reference. 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. Commencing on July 1, 2026, CONSULTANT shall perform a tip fee market survey and analysis relative to "non-garbage" material received at the transfer station, as further described in Exhibit "A-1" 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 performance of the Scope of Services, AUTHORITY shall pay CONSULTANT at its standard hourly rates for public entities, not to exceed a total amount of One Hundred Forty Thousand Dollars (\$140,000). For services related 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, not to exceed a total amount of Twenty Thousand Dollars (\$20,000). For services related to the tip fee study described in Exhibit "A-1," AUTHORITY shall pay CONSULTANT at the billing rates set forth in Exhibit "A-1," not to exceed a total amount of Twenty Thousand Dollars (\$20,000).

(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." Expenses incurred in performing the tip fee study reimbursed at the rates set forth in Exhibit "A-1."

(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 EIGHTY THOUSAND DOLLARS (\$180,000); provided, however, that the amount for the development of a new website and the tip fee study shall not be construed as a guaranteed sum, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

5. This Third 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 Third 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
SCOTT HANIN, Principal

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By: _____
ANDREA SORCE, NVWMA Chair

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Authority Counsel Date: <u>June 2, 2026</u> FV 11317803	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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