



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**FIRST AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2025-05**

PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT NO. 2025-05 is made and entered into in Napa County, California, this 15th day of September, 2025, (“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 KNN Public Finance, LLC, whose address is 2001 Addison Street, Suite 100, Berkeley, CA 94704, hereinafter referred to as “Consultant.”

RECITALS

- A. On February 7, 2025, Authority and Consultant entered into Agreement No. 2025-05 (“Agreement”) to obtain professional services to evaluate financing options to construct a building to recycle construction and demolition debris (“C&D Building”).
- B. Authority has decided to pursue a loan of about \$24 million to finance a portion of the construction of the C&D Building, and needs Consultant’s services and expertise to complete the transaction.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, Authority and Consultant amend the Agreement as follows:

AMENDMENT

1. Section 1.1 of the Agreement is replaced in its entirety to read in full as follows:
- 1.1 Scope of Services.** Consultant shall provide professional services to Authority as described in Exhibits A and A-1 to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by Authority (if any), and Consultant’s proposal or statement of qualifications.

2. Section 3.1 of the Agreement is replaced in its entirety to read in full as follows:

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

3.1.1 Rates. For the Scope of Services described in Exhibit A, Authority shall pay Consultant at the hourly rates set forth in Exhibit B. For the Scope of Services described in Exhibit A-1, Authority shall pay Consultant the lump sum of Ninety-Five Thousand Dollars (\$95,000).

3.1.2 Expenses. Authority shall pay Consultant for actual expenses incurred in performing the Scope of Services described in Exhibit A-1, in a total amount not to exceed One Thousand Five Hundred Dollars (\$1,500). Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43.

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 One Hundred Six Thousand, Five Hundred Dollars (\$106,500).

3. A new section 3.2.3 is added to the Agreement to read in full as follows:

3.2.3 Transaction Fee. Notwithstanding the foregoing, Consultant shall be paid the transaction fee of \$95,000 plus expenses from the proceeds of the borrowing (included in the costs of issuance sizing) contingent upon the successful closing of the loan. No invoice is necessary for the transaction fee, but expenses must be documented in an invoice pursuant to section 3.2.2.

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 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 Authority, acting by and through the Chair of the Board of Directors, and by Consultant through its duly authorized officer(s).

KNN PUBLIC FINANCE, LLC

By  9/8/2025
BOBBY CHEUNG, Managing Director

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>September 5, 2025</u> PL Doc. No. 137392</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-1
SCOPE OF SERVICES

I. Description of Services

The Scope of Services is set forth in Consultant's "Fee Proposal and Scope of Services for Napa-Vallejo Waste Management Authority 2025 Loan Agreement" addressed to Chris Celsi and dated August 5, 2025, which is hereby incorporated by reference as if fully set forth herein.