

**AMENDMENT NO. 5 TO
NAPA COUNTY AGREEMENT NO. 180215B**

**FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLABLE MATERIALS, AND
GREEN WASTE COLLECTION BETWEEN COUNTY OF NAPA AND NAPA
RECYCLING AND WASTE SERVICES, LLC**

THIS AMENDMENT NO. 5 ("Amendment No. 5") OF NAPA COUNTY AGREEMENT NO. 180215B is made and entered into in Napa County, California, this _____ day of _____, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Napa County Recycling and Waste Services, LLC, a Limited Liability Company whose address is 3216 Vichy Avenue Napa, CA 94558, hereinafter referred to as "Contractor." Collectively, County and Contractor may be referred to in this Amendment as "Parties."

RECITALS

WHEREAS, on or about May 3, 2005, the Parties entered into Napa County Agreement No. 6431 entitled "Franchise Agreement for Solid Waste, Recyclable Materials, and Green Waste Collection" (the "Prior Contract") where the Contractor agreed to provide solid waste collection and recycling services for the Zone 1 area of Napa County; and

WHEREAS, on or about October 18, 2005, the Parties entered into "Napa County Agreement No. 6431, Amendment No. 1", in order to modify and clarify certain terms and conditions of the Prior Contract; and

WHEREAS, on or about July 21, 2015, the Parties entered into "Amendment No. 2 of Napa County Agreement No. 6431", in order to modify and clarify certain terms and conditions of the Prior Contract; and

WHEREAS, on or about December 19, 2017, the Parties entered into the "Amended and Restated Franchise Agreement Napa County Agreement No. 6431, Amendment No. 3 [renamed by the Clerk of the Napa County Board of Supervisors as 180214B]" (this "Agreement"), in order to replace, supersede and amend the Prior Contract and its amendments; and

WHEREAS, on or about October 22, 2019, the Parties entered into the "Amended and Restated Franchise Agreement Napa County Agreement No. 6431 (Re-numbered on December 19, 2017 as "180215B") Amendment No. 4, in order to replace, supersede, and amend the Prior Contract and its amendments; and

WHEREAS, the Parties now desire to amend the Agreement to revise the Collection Services Area to reflect with Zone 1's changed boundaries.

TERMS

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend Agreement No. 180215B as follows:

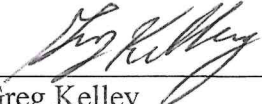
1. Exhibit D “Collection Services Area” is hereby rescinded and replaced in full by Exhibit D-1 “Collection Services Area,” attached to this Amendment No. 5 to the Agreement, said Exhibit being incorporated herein by this reference.
2. All references to “Exhibit D” in the Agreement are hereby revised to read “Exhibit D-1”.
3. The definition of “Collection Services Area” provided Article 1 “Definitions” beginning at line 175 is hereby revised to read:

“Collection Services Area” means the territory identified within County unincorporated area, as described in Exhibit D-1, and as such territories may change from time to time due to annexations or other means (in which case this Agreement and Exhibit D-1 will be amended to reflect the change in territory or boundary). Notwithstanding the forgoing, if the Paoli/Watson Lane Annexation Project results in the annexation of the unincorporated Paoli Loop/Watson Lane area (as described in American Canyon City Council Resolution 2025-64) by the City of American Canyon, the Paoli Loop/Watson Lane area shall be excluded from the “Collection Services Area” with immediate effect and without the need for further amendment to this Agreement.

/SIGNATURES ON FOLLOWING PAGE/

IN WITNESS WHEREOF, this Amendment No. 5 is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

Napa County Recycling and Waste Services, LLC

By 
Greg Kelley
Managing Member/Operation Manager

NAPA COUNTY, a political subdivision of
the State of California

By _____
Amber Manfree, Chair of the Board of
Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>June 5, 2026</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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Exhibit D-1

Legal Description - Collection Services Area

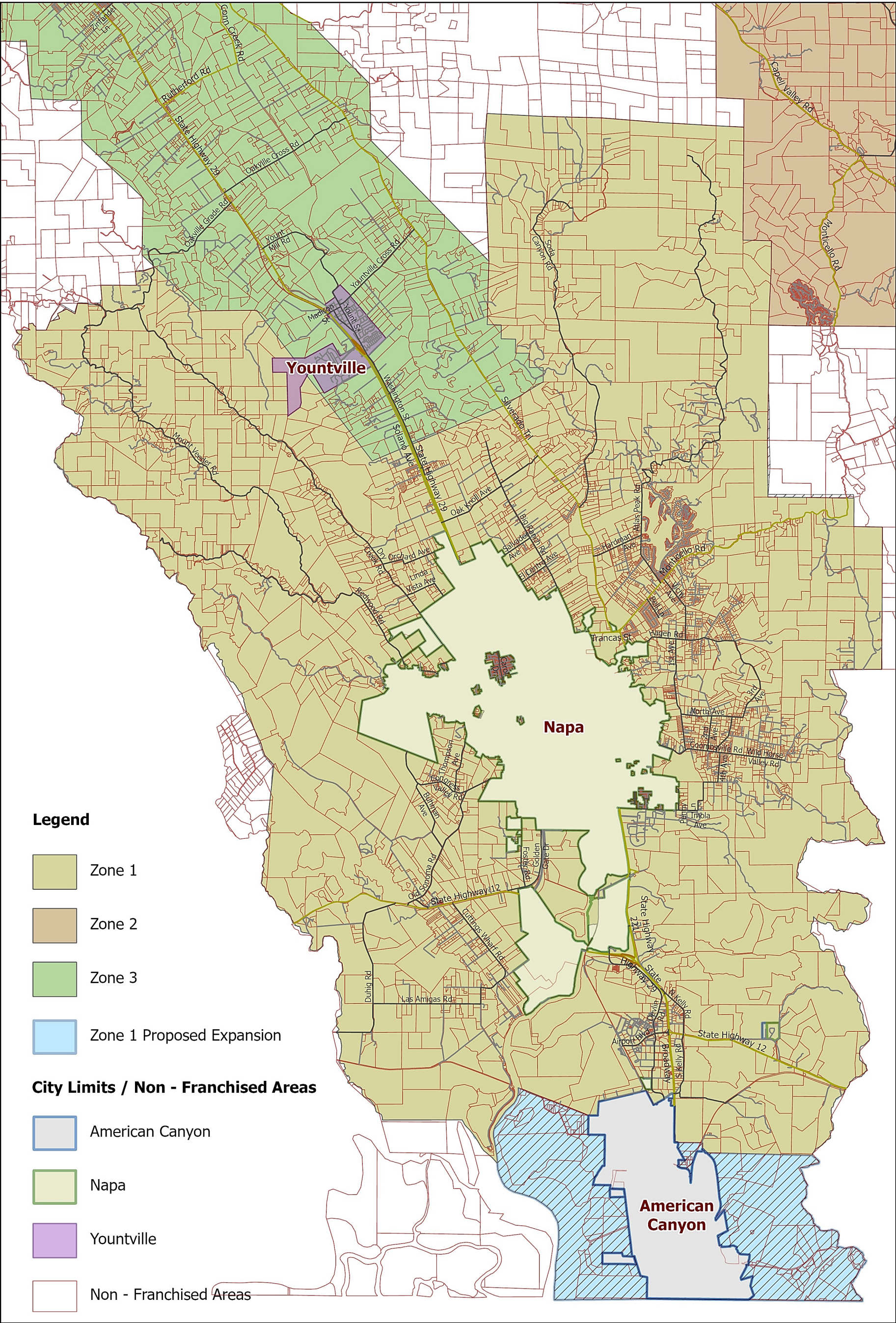
Being an area within a portion of Napa County, California, and more particularly described as follows:

Beginning at the point formed by the intersection of the centerline of the "Napa River" with the centerline of the drainage facility known as "Mud Slough"; thence northwesterly along the centerline of said "Mud Slough" to the point formed by the intersection of the centerline of said "Mud Slough" with the boundary line separating Sections 8 and 17, T4N, R4W, M.D.M.; thence westerly, along the southerly line of said Sections 8 and 7 to the intersection of the southerly line of said Section 7 with the County boundary line separating Napa and Sonoma Counties; thence northerly, along said County boundary line to a point lying due West from the southwest corner of Napa County Assessor's Parcel No. (hereinafter "APN") 047-010-030; thence leaving said County boundary line North 3° 30' East, 6,200 feet to the most easterly corner of APN 050-372-009; thence North 39° 37' West, 1,289 feet; thence North 19° 52' West, 2,417 feet; thence North 22° 21' West, 2,236 feet; thence South 49° 14' West, 50 feet to the intersection with said County boundary line; thence northerly along said Napa and Sonoma County boundary line to the south line of Section 36, T7N, R6W, thence along said south line South 89° 57' East, 1,151 feet; thence leaving said south line North 00° 11' West, 599 feet; thence North 87° 43' East, 184 feet; thence North 75° 55' East, 167 feet; thence South 48° 53' East, 74 feet; thence South 18° 45' East, 32 feet; thence South 30° 17' East, 126 feet; thence South 54° 25' East, 82 feet; thence South 49° 13' East, 175 feet to a point on the east line of said Section 36; thence along said east line South 00° 03' East, 299 feet to the southerly corner common to said Section 36 and Section 31, T7N, R5W; thence along the south line of said Section 31 North 89° 54' East 960 feet; thence North 20° 00' East, 1,376 feet; thence North 36° 00' East, 535 feet; thence North 32° 15' East, 861 feet; thence South 60° 00' East, 1,583 feet; thence North 16° 12' East, 1,030 feet to the east-west center section line of said Section 31; thence east along said center section line, and the center section line of Section 32, 2,270 feet to the southeast corner of the southwest one-quarter of the northwest one-quarter of said Section 32; thence along the west line of said southwest one-quarter North 05° 27' West, 1,337 feet to the northeast corner thereof; thence North 86° 27' East, 1,964 feet; thence North 86° 27' East, 1,320 feet; thence North 02° 00' West, 1,476 feet; thence West 659 feet; thence North 72° 47' East 1,250 feet to the intersection with the boundary of Garbage Zone 3; thence along last said boundary the following eight courses: southeasterly 5,900 feet to the northwest corner of Section 3, T6N, R5W, thence easterly along the north line of said Section 3, to the northeast corner thereof;

thence southeasterly to the intersection of the Range line between R4W and R5W, with the westerly extension of a line drawn 200 feet southerly of, and parallel with, the centerline of the County road known as Trubody Lane; thence North 67° East, along a line lying 200' southerly of, and parallel with, the centerline of said Trubody Lane, and the easterly extension thereof, to the intersection with the centerline of the County road known as Silverado Trail; thence northeasterly to the southwest corner of Section 3, T6N, R4W, said corner also being an angle point in the boundary of the Yajome Rancho Grant Line as shown on the map on file in the office of the Napa County Recorder in Book A of Patents, at Page 72, entitled "Plat of the Rancho Yajome"; thence northwesterly along said Grant Line to the northwest corner of Section 4, thence along the west line of Section 33, T7N, R4W to the northwest corner of the southwest one-quarter of the southwest one-quarter of said Section 33; thence leaving the said Grant Line, continuing northerly along the west line of said Section 33 to the northwest corner thereof; thence leaving the boundary line of Garbage Zone 3, continuing northerly, along the west line Sections 28, 21, and 16, to the west one-quarter corner of said Section 16; thence easterly along the east-west center section line of Sections 16, 15, 14, and 13 to the east quarter corner of said Section 13; thence east along the east-west center section line of Section 18, T7N R3W, to the center of said Section 18; said center of section also being a point on the west boundary of Garbage Zone 2; thence along the Garbage Zone 2 boundary the following three courses: thence southerly along the north-south center section line of Sections 18, 19, and 30 to the center of said Section 30; thence easterly to the east quarter corner of said Section 30; thence southerly along the east line of Sections 30 and 31 to the southeast corner of said Section 31; thence leaving said Garbage Zone 2 boundary, continuing southerly along the east line of Sections 6, 7, and 18, T6N, R3W, to the southeast corner of said Section 18; thence easterly along the north line of Sections 20 and 21 to the north quarter corner of said Section 21; thence southerly to the center of said Section 21; thence easterly to the east quarter corner of said Section 21; thence southerly along the east line of Sections 21, 28, and 33 to the southeast corner of said Section 33, said corner being further described as a point on the County boundary line separating Napa and Solano Counties; thence southerly and westerly along the easterly and southerly lines of last said County boundary to a point in the centerline of the "Napa River", thence northerly along said centerline to the point of beginning.

EXCEPTING THEREFROM, any and all lands lying and being within the incorporated limits of the City of American Canyon and the City of Napa, as said limits now or may hereafter extend. There shall further be excepted from such "Expanded Garbage Zone One" the area encompassed within the limits of any other city as may hereafter be incorporated therein.





Garbage Zone 1 Proposed Expansion

Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated herein.

0 0.5 1 2 Miles

Spatial Reference
Name: NAD 1983 StatePlane
California II FIPS 0402 Feet



A Tradition of Stewardship
A Commitment to Service

County of Napa

Planning, Building, and
Environmental Services

Revised Date: 05/07/2026