

**AMENDMENT NO. 1 TO
UPPER VALLEY WASTE MANAGEMENT AGENCY
AGREEMENT NO. 230447D (UVWMA)**

This AMENDMENT NO. 1 of the AGREEMENT NO. 230477D (UVWMA) is made and entered into as of 1st day of July 2025 (the "Effective Date") by and between UPPER VALLEY WASTE MANAGEMENT AGENCY, a joint powers agency created in accordance with the Joint Powers Act (Government Code section 6500 et seq.) hereinafter referred to as "AGENCY", and CONSERVATION CORPS NORTH BAY INC., whose mailing address is 119 Parkview Lane, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." The AGENCY and CONTRACTOR may be referred to below collectively as "PARTIES" and individually as "PARTY."

RECITALS

WHEREAS, On June 26, 2023, AGENCY and CONTRACTOR entered into that certain "Upper Valley Waste Management Agency Agreement No. 230477D" for litter abatement and other waste related services, a copy of which is attached hereto as Exhibit "A" and fully incorporated herein by reference (the "Agreement"); and

WHEREAS, CONTRACTOR is fully qualified and trained to perform such specialized services by virtue of its experience and the training, education and expertise of its principals and employees, and is willing to accept responsibility for performing such specialized services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONTRACTOR is a "Community Conservation Corps certified by the California Conservation Corps pursuant to Section 14507.5 of the Public Resources Code" and work performed by CONTRACTOR under this Agreement is therefore exempt from payment of prevailing wages pursuant to Labor Code section 1720.4, subdivision (c); and

WHEREAS, CONTRACTOR was selected from the request for information process and is willing to provide the specialized services required by the AGENCY under the terms and conditions set forth herein; and

WHEREAS, the Parties now wish to amend the Agreement to extend the term of the agreement to June 30, 2027 and increase the maximum compensation by \$190,944.

TERMS

NOW, THEREFORE, AGENCY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 1(a) of the Agreement as to term of the agreement is hereby amended in full to read as follows:

(a) Initial Term. The term of this Agreement shall commence on the date first above written 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. The term of this Agreement shall be automatically renewed for one additional year at the end of the fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30 however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

2. Paragraph 3 of the Agreement as to compensation is hereby amended in its entirety to read as follows:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work pursuant to Exhibit "A," AGENCY shall pay CONTRACTOR at the rates set forth in Exhibits "B" and "B-1" for routine monthly contract service work and any non-routine work (outside of the monthly contract service) to be performed. Labor rates for services performed outside of normal business hours, including emergency services, shall be billed at one and one-half (1.5) times the standard rates for each classification of laborer.

(b) Expenses. Cost of parts and similar expenses necessary to fulfill the Scope of Services set forth in Exhibits "A," will be reimbursed by AGENCY upon submission of an invoice in accordance with Paragraph 4 and approval by the AGENCY Manager. Proposals must include separate costs/rates for labor and materials. CONTRACTOR shall be responsible for the disposal of collected litter at a landfill, transfer station, or other appropriate waste management facility of its choosing, and shall pay all associated disposal fees directly to the applicable facility. CONTRACTOR may submit a request for reimbursement of such disposal costs through its regular monthly invoices no later than thirty (30) days following the date of disposal costs were incurred. Reimbursement shall be subject to the provision of reasonable supporting documentation and shall be paid in accordance with the terms set forth in this Agreement.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed three hundred and eighty-five thousand dollars (\$385,000) for professional services. This total is allocated as follows: One Hundred Ninety Thousand Dollars (\$190,000) for the two-year period covering Fiscal Years 2023–24 and 2024–25; and One Hundred Ninety-Five Thousand Dollars (\$195,000) for the two-year period covering Fiscal Years 2025–26 and 2026–27. The maximum amounts described herein shall not

be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. Paragraph 4 of the Agreement as to method of payment and legal status is hereby amended in its entirety to read as follows:

4. Method of Payment and Legal Status.

(a) Invoices for Professional Services. All payments for compensation shall be made only upon presentation by CONTRACTOR to AGENCY of an itemized billing invoice in a form acceptable to the AGENCY Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Submittal of Invoices. CONTRACTOR shall submit invoices for payment within thirty (30) days of the end of the month in which service(s) identified were provided. CONTRACTOR may submit a request for reimbursement of disposal costs through its regular monthly invoices, provided that such requests are submitted no later than thirty (30) days following the date the disposal costs were incurred. Invoices shall be submitted to AGENCY staff in the same manner as other notices subject to this Agreement. AGENCY staff, after review and approval as to form and content in accordance with this Agreement, shall submit the invoice to the AGENCY Auditor no later than fifteen (15) calendar days following receipt.

(c) Legal Status. If CONTRACTOR is or becomes a corporation during the term of this Agreement, CONTRACTOR shall provide proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, to AGENCY staff upon request in a form satisfactory to the AGENCY Auditor. Such proof shall include, but may not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

4. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect as originally agreed.
5. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

(Remainder of this page is intentionally blank)

IN WITNESS WHEREOF, this Amendment No. 1 is executed by AGENCY and by CONTRACTOR through its duly authorized officers as of the Effective Date:

CONSERVATION CORPS NORTH BAY, INC.
"CONTRACTOR"

By: Angel Minor
Print Name: Angel Minor
Title: CEO

UPPER VALLEY WASTE MANAGEMENT AGENCY
"AGENCY"

By: _____
Steve Lederer, Agency Manager
Upper Valley Waste Management Agency

<p>APPROVED AS TO FORM Office of AGENCY Counsel</p> <p>By: <u>Mary B Bell</u> Gary B. Bell, Agency Counsel</p> <p>Date: May 8, 2025</p>	<p>ATTEST AGENCY Manager</p> <p>By: _____ Agency Manager Upper Valley Waste Management Agency</p> <p>Date: _____</p>
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