



**AMENDMENT NO. 9  
TO  
FUNDING AGREEMENT**

**NAPA VALLEY TRANSPORTATION AUTHORITY AGREEMENT NO. 19-12  
NAPA COUNTY AGREEMENT NO. 190311B**

**THIS AMENDMENT NO. 9 TO NAPA VALLEY TRANSPORTATION AUTHORITY AGREEMENT NO. 19-12 AND NAPA COUNTY AGREEMENT NO. 190311B (also known as Napa County Agreement No. 190311B) ("Agreement")** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the NAPA VALLEY TRANSPORTATION AUTHORITY, a joint powers authority (hereinafter referred to as "NVRTA"), and Napa County, a political subdivision of the State of California, whose mailing address is 1195 Third Street, Suite 101, Napa, CA 94559 (hereinafter referred to as "COUNTY"). NVRTA and COUNTY are collectively referred to herein as the "Parties" and individually as "Party".

**RECITALS**

**WHEREAS**, on May 7, 2019, the Parties entered into an Agreement whereby the County agreed to provide financial support of the construction of the Vine Trail Segment from Calistoga to St. Helena ("Project") upon the meeting of certain conditions precedent;

**WHEREAS**, on June 11, 2019, the Napa County Board of Supervisors authorized approving Amendment No. 1 to provide for the transfer of \$47,000 previously authorized for construction upon the meeting of certain conditions precedent to instead fund the environmental review of the Project; and

**WHEREAS**, on September 24, 2019, the Napa County Board of Supervisors authorized approving Amendment No. 2 to provide for the transfer of \$324,000 and authorize those funds to be used for CEQA review and to perform design and engineering work necessary to support that environmental review; and

**WHEREAS**, on March 10, 2020, the Napa County Board of Supervisors authorized approving Amendment No. 3 to provide for the transfer of \$126,900 and authorize those funds to be used for fees to support California Department of Transportation (Caltrans) staff review of CEQA documents and design and engineering documents to support the approval of Caltrans permits; and

**WHEREAS**, on August 20, 2020, the Napa County Board of Supervisors authorized approving Amendment No. 4 to provide for the transfer of \$21,600 and authorize those funds to

be used for the completion of the project design and engineering phase to allow the project to go out to bid; and

**WHEREAS**, on June 22, 2021, the Napa County Board of Supervisors authorized approving Amendment No. 5 to provide for the transfer of \$31,750 and authorize those funds to be used for added design work of the Vine Trail and address various changes required for CalFire, Pacific Gas & Electric (PG&E) gas project accommodations/changes, and additional hazardous material testing needs to complete the project design and engineering phase to allow the project to go out to bid; and

**WHEREAS**, on April 5, 2022, the Napa County Board of Supervisors authorized approving Amendment No. 6 supporting the use of \$196,000 of State Transportation Improvement Program (STIP) funding for this project and to provide for the transfer of \$2,000,000 and authorize those funds to be used to help pay for the construction of the St Helena to Calistoga section of the Vine Trail in exchange for NVTAs support of \$2,000,000 in future STIP funding for the Yountville to St Helena section of the Vine Trail; and

**WHEREAS**, on August 22, 2023, the Napa County Board of Supervisors authorized approving Amendment No. 7 to provide for the transfer of \$259,000 and authorized those funds to be used for unforeseen construction costs associated with utility and winter weather delays to support the completion of the construction contract.

**WHEREAS**, on April 9, 2024, the Napa County Board of Supervisors authorized approving Amendment No. 8 to provide for the transfer of \$275,000 and authorized those funds to be used for unforeseen construction costs associated with utility conflicts and delays from a concurrent utility project to support the completion of the construction contract; and

**WHEREAS**, on September 18, 2024, the NVTAs Board of Directors authorized \$1,900,000 in additional construction funding for the Project to settle a contractor claim related to utility conflict delays and resolve final construction issues; and

**WHEREAS**, the County expressed a commitment to NVTAs to share these additional costs in accordance with the previously agreed cost share of 37% in the 2025-2026 fiscal year; and

**WHEREAS**, the parties desire to amend the Agreement to increase the previous commitment by \$703,000 to a total of \$3,984,250 and those funds be used to reimburse NVTAs for settling a contractor claim related to utility conflict delays and resolving construction issues realized prior to substantial completion; and

**WHEREAS**, in December 2024, NVTAs committed an additional \$420,000 of Regional Measure 3 funding to the Project to complete punch list items, address storm damage, and resolve final construction costs, with the understanding that NVTAs will pay the \$420,000 if PG&E does not reimburse any portion of NVTAs claim against them.

## **TERMS**

**NOW, THEREFORE**, the NVTa and the COUNTY agree to amend the Agreement as follows:

1. Section 4(d) of the Agreement is amended to read in full as follows:

(d) Future Funding Shortfall Commitment. COUNTY understands that the costs to complete the Project are preliminary estimates and recognize that completion of the Project by NVTa may require additional funding. In the event that there are additional funding shortfalls, COUNTY agrees to work cooperatively with NVTa and other partners to identify and possibly provide additional funding to reimburse NVTa for any reasonable Project funding shortfalls.

- a. In response to unforeseen utility and winter weather delays, COUNTY, NVTa and other partners worked cooperatively to determine the need for additional construction funding and negotiated Amendment No. 7. The COUNTY commits an additional TWO HUNDRED FIFTY-NINE THOUSAND DOLLARS (\$259,000) solely for additional construction costs. If, for any reason, the funds are not expended for that purpose, NVTa shall return the funds to COUNTY.
- b. In response to unforeseen utility conflicts and delays associated with a concurrent utility project, COUNTY, NVTa and other partners worked cooperatively to determine the need for additional construction funding and negotiated Amendment No. 8. The COUNTY commits an additional TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000) solely for additional construction costs. If, for any reason, the funds are not expended for that purpose, NVTa shall return the funds to COUNTY.
- c. In response to NVTa settling a contractor claim related to delays arising from utility conflicts and resolving construction issues realized in the lead up to substantial completion, COUNTY, NVTa and other partners worked cooperatively to determine the need for additional construction funding and negotiated Amendment No. 9. The COUNTY commits an additional SEVEN HUNDRED THREE THOUSAND DOLLARS (\$703,000) solely for additional construction contract costs. If for any reason, the funds are not expended for that purpose, NVTa shall return the funds to COUNTY.
- d. COUNTY commits up to TEN THOUSAND DOLLARS (\$10,000) solely towards legal costs NVTa may incur in investigating and pursuing potential recovery of extra costs incurred due to construction delays caused by third parties. If for any reason, the funds are not expended for that purpose, NVTa shall return the funds to COUNTY.
- e. The COUNTY is providing a total of THREE MILLION NINE HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS

(\$3,984,250) to the Project, and up to a total of TEN THOUSAND DOLLARS (\$10,000) towards legal costs.

2. Except as set forth above, the terms and conditions of the Agreement and prior amendments shall remain in full force and effect as previously approved.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties to this Agreement have executed it as of the date first above written.

COUNTY

NVTA

NAPA COUNTY, a political subdivision  
of the State of California

NAPA VALLEY TRANSPORTATION  
AUTHORITY, a joint powers authority

By: \_\_\_\_\_  
ANNE COTTRELL  
Chair of the Board of Supervisors

By: \_\_\_\_\_  
DANIELLE SCHMITZ  
Executive Director

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>July 25, 2025</u></p> <p>PL No. 128626</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
<p>APPROVED AS TO FORM NVTA Counsel</p> <p>By: _____ General Counsel</p> <p>Date: _____</p>		