

NAPA COUNTY AGREEMENT NO. 260252B

FUNDING AGREEMENT BETWEEN THE VINE TRAIL COALITION AND NAPA COUNTY TO MEMORIALIZE RESPONSIBILITIES AND FUNDING COMMITMENTS FOR NON-ROUTINE MAINTENANCE WORK ON THE ST. HELENA TO CALISTOGA SEGMENT OF THE VINE TRAIL

This Funding Agreement (Agreement) is entered into as of this 16th day of December, 2025, (“Effective Date”) by and between the Napa Valley Vine Trail Coalition, a California non-profit corporation (the Coalition), whose address is 3299 Claremont Way #5, Napa, CA 94558, and Napa County (County), a political subdivision of the State of California for the remediation of which requires the expenditure of funds for associated construction work (the “Project”)

RECITALS

- A. The Coalition is a 501(c) nonprofit organization established in 2008 for the purpose of creating a 47-mile walking and biking trail system connecting Vallejo to Calistoga (the Vine Trail).
- B. The Coalition and County, together with the Napa County Regional Parks and Open Space District, entered into Agreement 230397B on July 27, 2023, to provide for maintenance and funding for the St. Helena to Calistoga Segment of the Vine Trail Project, (“Agreement 230397B”), which is incorporated herein by this reference.
- C. The Coalition, the County, and various property owners between St. Helena and Calistoga have identified drainage concerns where the Vine Trail Project created drainage problems for property owners adjacent to the Vine Trail Project and want to hire a contractor to complete non-routine maintenance work to mitigate the problems.
- D. The non-routine maintenance is required for non-warranty construction work to improve drainage along the Vine Trail in the areas between 2930 St Helena Hwy and 3414 St Helena Hwy (the “Project”). The two components of the Project are (a) construct a curb and gutter along the Vine Trail at 2930 St Helena Hwy, and (b) improve the drainage system along the Mill Creek Trail Barrier to 3414 St Helena Hwy.
- E. The drainage improvements are regarded as “Non-Routine Maintenance” under Agreement 230397B.
- F. Section 7.1 of Agreement 230397B provides that, “If Non-Routine Maintenance at some point becomes necessary on the County Section, County and the Coalition shall meet and confer to resolve such issues and shall address such work and their respective responsibilities for the cost of such work in good faith.”
- G. The County and the Coalition staff met to confirm their understanding regarding this work and these responsibilities. The Coalition agreed to hire a construction contractor at

prevailing wage rates and administer the contract and Napa County agreed to pay for half of the construction costs.

NOW THEREFORE, for and in consideration of the recitals stated above and incorporated herein by this reference, and the mutual obligations of the parties expressed herein, the County and the Coalition hereby agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026; except that the obligations of the Parties under Paragraph 16 (Hold Harmless and 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. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. Bids. Three bids at prevailing wage have been received and reviewed. The Azul Works bid has been accepted by the Coalition and Napa County for the total amount of \$131,895 (Exhibit A). Azul Works submitted a change order proposal for \$24,225.51 (Exhibit B) for a total of \$156,120.51.

3. Management of Project and Allocation of Expenses. The Coalition is designated as the contract manager for the Project. The County agrees to provide fifty percent (50%) of the Project costs, not to exceed \$78,060.26. The Coalition agrees to fifty percent (50%) of the project costs, not to exceed \$78,060.26. Napa County staff want to include a contingency of \$6,939.74 for a total budget of \$85,000.

4. Funding. The County shall pay Seventy-eight thousand Sixty dollars and Twenty-six cents. (\$78,060.26) (the “Funding” or the “Construction Funds”) to the Coalition solely and exclusively for the Vine Trail construction funds described in Paragraph 3, or for reimbursement as permitted in Subparagraph 4.2.

4.1 Initial Payment. The County shall make the first payment of Construction Funds to the Coalition within thirty (30) days of executing this Agreement.

4.2 Invoices and Subsequent Payment(s). Any costs above \$78,060.26 shall be documented by Coalition and submitted as invoices for reimbursement to the County. The Director of Public Works or their designee is authorized to negotiate and approve changes up to the \$85,000 contingency amount on behalf of the County.

5. Accounting. The Coalition shall maintain a separate account for receiving funding payments from the County and shall not commingle the Construction Funds with the Coalition’s other funds. The County or its authorized representative may audit the Coalition’s records to verify the accuracy of invoices, or the cost or sufficiency of insurance purchased pursuant to this Agreement. The Coalition shall make its records available to the County for inspection and copying during reasonable business hours on reasonable advance notice.

6. No Waivers. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the obligations under this Agreement shall not be construed to be a waiver of such provision or obligation unless the waiver is in writing. Prior waivers shall not preclude the right of either party to thereafter enforce each and every provision of this Agreement.

7. Termination for Cause. Subject to prior mediation under Paragraph 8 below, if either party fails to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party. Termination of this Agreement shall not relieve a party of its obligations that accrued under this Agreement prior to the effective date of termination.

8. Mandatory Non-binding Mediation. If a dispute arises under this Agreement, the parties will endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association (AAA) or any other neutral organization agreed to by the parties. Mediation is mandatory before either party may terminate this Agreement for cause under Paragraph 7.

8.1 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the claim. The mediator will be knowledgeable in public entity liability or real property rights, and may be selected from lists furnished by AAA (unless the parties mutually agree on another mediator). The parties shall endeavor to agree on a mediator within ten (10) business days after the date a party requests mediation, unless a longer period is mutually agreed to in writing by the Coalition and the County. If the parties are unable to agree on a mediator within that ten-day period, or such other mutually agreed upon period, AAA or the other neutral organization administering the mediation will appoint a mediator who is a retired judge or other neutral with at least ten (10) years experience and who is knowledgeable in public entity liability or real property rights.

8.3 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though the County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may

have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.4 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely frustrate either or both parties' essential objectives set forth in this Agreement.

10. Notice. Any notices required by this Agreement or correspondence between the parties shall be addressed as follows, unless the parties shall provide written notice of a change:

COALITION:

Napa Valley Vine Trail Coalition
Attn: Executive Director
3299 Claremont Way, Suite 5
Napa, CA 94558

COUNTY:

Public Works Director
Napa County
1195 Third Street, Suite 101
Napa, CA 94559

With a copy to (which copy shall not constitute notice):

Clerk of the Board of Supervisors
Napa County
1195 Third Street, Suite 303
Napa, CA 94559

Notice shall be delivered personally, including by messenger or courier, or by certified mail, return receipt requested, postage prepaid. Notices shall be deemed to have been duly given (a) if delivered personally, on the date of delivery; (b) if transmitted by certified mail, on the earlier of (i) the second (2nd) business day after the date of such mailing, or (ii) the date of receipt. The addresses and addressees may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee as stated by written notice, or as provided herein if no written notice or change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

11. Governing Law. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

12. Integration Clause. This Agreement represents the entire agreement between the County and the Coalition regarding the subject matter contained herein. No enforceable oral representations or other agreements have been made by the parties unless otherwise specifically stated herein.

13. Amendments. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party, unless otherwise provided in this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

15. Interpretation; Venue.

a. Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

b. Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Agreement.

16. Hold Harmless and Indemnification. To the full extent permitted by law, Coalition and the County shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that Party or its officers, agents, employees, volunteers, or other contractors or their subcontractors, when performing any activities or obligations required of that Party under this Agreement. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

17. Authority to Contract. Coalition and County each hereby warrant that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

18. Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.


19. Attorney's Fees. In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to an award of its costs and reasonable attorney's fees incurred in connection with such action.

20. Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

21. Insurance. The Coalition shall require the contractor to name the County as an additional insured on the contractor's Certificate of Insurance and endorsements.

IN WITNESS WHEREOF, this Agreement is executed by the County, by and through the Chair of the Board of Supervisors, and by the Coalition through its duly authorized officer.

NAPA VALLEY VINE TRAIL COALITION, a non-profit corporation

 12/1/2025
By Shawn Casey-White 12/1/25
SHAWN CASEY-WHITE, Executive Director
and Chuck McMinn, NVVTC Board Chair

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, 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>December 1, 2025</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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APPROVED AS TO FORM
NVVTC Counsel

By: _____
General Counsel

Date: _____

EXHIBIT “A”

AZUL WORKS’ BID



1400 Egbert Avenue
SAN FRANCISCO, CA 94124

TEL 415-558-1507
CA LICENSE A, B, C5, C8, C10 #780074
DIR #1000003862

SUPPLIER CLEARING HOUSE WBE & MBE # 15040115

August 29, 2025
Bid Number: 3205

Graham S, Wadsworth, P.E. / Engineering Supervisor
County of Napa / Public Works Department
1195 Third Street, Suite 101
Napa, CA 94559
Graham.Wadsworth@countyofnapa.org

RE: Small Vine Trail Project

Dear Graham,

Thank you for the opportunity to provide pricing for this project. Our proposal is based on the following:

Plan Sheet C2.14 dated 4/24/2024 and Plan Sheet C2.6 dated 9/1/2023

Our cost proposal is as follows:

Scope: Highway 29 between Revana DW & York Lane	Cost
EARTHWORK / GRADING <ul style="list-style-type: none">• Mobilization / Demob• Survey and Layout• Sawcut and remove asphalt• Excavate for new Curb and Gutter and drainage ditch• Compaction of native subgrade• Place and compact baserock for Gutter and Ditch• 12" AC conform• Grade and Backfill behind Curb and Gutter	\$55,120
SITE CONCRETE <ul style="list-style-type: none">• Form, place and finish Concrete Curb & Gutter	\$23,741
Total Cost	\$ 78,861.00

Scope: Mill Creek and Gamble Driveway	Cost
WET UTILITIES	
<ul style="list-style-type: none"> Construct a drainage inlet with a bike safe grate over the existing pipe Excavate for new drainage ditch Compaction of native subgrade Place and compact baserock for Gutter and Ditch 	
Total Cost	\$ 36,510.00

Scope: Traffic Control for Both Projects	Cost
Provide and set up traffic control	
Total Cost	\$ 16,524.00

	Cost
GRAND TOTAL	\$ 131,895.00

Description – Additive Alternates	Cost
Alternate # 1 – Spoil Analytical for Dump Site Classification	\$ 15,000.00
Alternate # 2 – SWPPP (Budget)	\$ 10,000.00
Alternate # 3 – Third Party Testing (Compaction and Concrete) Budget	\$ 10,000.00

Conditions / Clarifications:

- Bid expires after 90 days.
- Union labor; signatory to laborers, operators & cement masons
- All costs are based on an 8-hour day, Monday through Friday.
- It is presumed that native material can be used for utility trench backfill above sand pipe zone
- All excess material is presumed to be clean soil.

Exclusions

- Hazardous material abatement
- Drill Holes in existing Concrete Barrier between Mill Creek and Gamble Driveway
- SWPP plan, QSP, QSD or BMP install, maintenance or removal
- All testing, classification, handling, removal, disposal of any contaminated and/or hazardous materials(s)
- Excavation in hard rock
- Hydroseeding
- Landscape and Irrigation
- Sealcoat
- Pavement Markings
- Signage
- Permits or any cost associated with obtaining permits
- Working in inclement weather and conditions resulting from inclement weather
- Third party testing or inspection
- Any item not specifically included is considered excluded

Thank you for the opportunity to provide this bid. Please call me at (415) 558-1507 if you have any questions or need clarifications.

Thank you,

Juan Carlos Esquivel

Azul Works, Inc.

EXHIBIT “B”

AZUL WORKS’ CHANGE PROPOSAL



SAN
1400 Egbert Avenue FRANCISCO, CA 94124 TEL 415-558-1507 CA LICENSE A, B, C5, C8, C10 #780074 DIR
#1000003862
SUPPLIER CLEARING HOUSE WBE & MBE # 15040115

October 28, 2025
PCO #001 - Deepened Trench Drain

Graham S, Wadsworth, P.E. / Engineering Supervisor County
of Napa / Public Works Department
1195 Third Street, Suite 101
Napa, CA 94559
Graham.Wadsworth@countyofnapa.org

RE: Small Vine Trail Project

Dear Graham,

Thank you for the opportunity to provide pricing for this project. Our proposal is based on the following:

Plan Sheet C2.6 dated 10/15/2023 Our
cost proposal is as follows:

Scope: Highway 29 between Revana DW & York Lane	Cost
EARTHWORK / DEEPENED TRENCH DRAIN <ul style="list-style-type: none">3 days to excavate for new 2' x various depth drainage ditchInstall two 12" x 12" plastic area drainsOff haul of excess spoils and import of new drain rockInstall 6" perforated pipe 3" perforated pipe is credited in price	\$24,225.51
Total Cost	\$24,225.51

Conditions / Clarifications:

- Bid expires after 90 days.

- Union labor; signatory to laborers, operators & cement masons
- All costs are based on an 8-hour day, Monday through Friday.
- It is presumed that excavated aggregate base material can be used for utility trench backfill above sand pipe zone
- All excess material is presumed to be clean soil.

Exclusions

- Hazardous material abatement
- SWPP plan, QSP, QSD or BMP install, maintenance or removal
- All testing, classification, handling, removal, disposal of any contaminated and/or hazardous materials(s)
- Excavation in hard rock
- Hydroseeding
- Landscape and Irrigation
- Sealcoat
- Pavement Markings
- Signage
- Permits or any cost associated with obtaining permits
- Working in inclement weather and conditions resulting from inclement weather
- Third party testing or inspection

Thank you for the opportunity to provide this bid. Please call me at (415) 558-1507 if you have any questions or need clarifications.

Thank you,

Sebastian Hernandez

Vine Trail

SCOPE:		Deepened Trench		
QUANTITY		287.0 LF		
WORK ITEMS	QUANT	UNIT	CY	DURATIONS
Deepened trench drain	287.0	LF		4.00
Total Days:		4.00		

LABOR COSTS				
Deepened trench drain	3.00	DY	\$ 3,640.00	\$ 10,920.00

			Subtotal	\$ 10,920.00
EQUIPMENT COSTS				
Deepened trench drain	3.00	DY	\$ 1,280.00	\$ 3,840.00

			Subtotal	\$ 3,840.00
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PURCHASE MATERIALS	Quantity	UOM	Unit Cost	Total Cost
STANDARD CONCRETE	1.0	CY	\$ 192.00	\$ 192.00
3/4" DRAIN ROCK	74.0	Tons	\$ 35.00	\$ 2,589.13
AREA DRAIN 24" X 24"	2.0	EA	\$ 200.00	\$ 400.00
FABRIC	1	LS	\$ 600.00	\$ 600.00
3" PERFORATED PIPE	287	LF	-3	\$ (861.00)
6" PERFORATED PIPE	287	LF	5.42	\$ 1,555.54
				\$ -
TOTAL MATERIALS			Subtotal	\$ 4,475.67

TRUCKING	Quantity	UOM	Unit Cost	Total Cost
Drain rock/ offhaul	8.0	HRS	\$ 135.00	\$ 1,080.00
Offhaul base rock	5.0	LOAD	\$ 150.00	\$ 750.00
TOTAL TRUCKING:				\$ 1,830.00

SUBCONTRACTORS	Quantity	UOM	Unit Cost	Total Cost
TOTAL SUBCONTRACTORS:				\$ -

TOTAL COST LABOR EQUIPMENT AND MATERIALS:				\$ 21,065.67
Markup %15				\$ 3,159.85
TOTAL COST				\$ 24,225.51

DEMO CREW			
CREW LABOR:			
FOREMAN	\$	145.00	
OPERATOR	\$	120.00	
LABORER	\$	95.00	
LABORER	\$	95.00	
TOTAL HRLY:	\$	455.00	
DAILY:	\$	3,640.00	

CREW EQUIP:			
TOOL TRUCK:	\$	40.00	
EXCAVATOR	\$	75.00	
SKID-STEER	\$	45.00	
TOTAL HRLY:	\$	160.00	
DAILY:	\$	1,280.00	