



**AMENDMENT NO. 8
TO
FUNDING AGREEMENT**

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

THIS AMENDMENT NO. 8 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 _____, 2024, by and between the NAPA VALLEY TRANSPORTATION AUTHORITY, a joint powers authority (hereinafter referred to as "NVTA"), 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"). NVTA 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, 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 NVTA 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, the Parties desire to amend the Agreement an eighth time to increase the COUNTY's previous commitment by \$275,000 to a total of \$3,281,250 and authorize those funds to be used for unforeseen construction costs associated with utility conflicts and delays for a concurrent utility project to support the completion of the construction contract.

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. The COUNTY is providing a total of THREE MILLION TWO HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,281,250) to the Project.

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: _____
JOELLE GALLAGHER
Chair of the Board of Supervisors

By: _____
KATE MILLER
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>March 8, 2024</u></p> <p>PL No. 111493</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>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>		