

**AMENDMENT NO. 5 OF  
NAPA COUNTY FLOOD PROTECTION AND WATERSHED  
IMPROVEMENT AUTHORITY AGREEMENT NO. 19  
and  
CITY OF CALISTOGA AGREEMENT NO. 0042  
MEASURE A FUNDING AGREEMENT**

1           **THIS AMENDMENT NO. 5 (“Amendment No. 5”) OF NAPA COUNTY FLOOD**  
2 **PROTECTION AND WATERSHED IMPROVEMENT AUTHORITY AGREEMENT**  
3 **NO. 19 and CITY OF CALISTOGA AGREEMENT NO. 0042 (“Agreement”)** is made and  
4 entered into as of this \_\_\_\_\_day of June, 2008, by and between the NAPA COUNTY  
5 FLOOD PROTECTION AND WATERSHED IMPROVEMENT AUTHORITY, a public  
6 authority established pursuant to section 7285.5 of the Revenue and Taxation Code  
7 (“NCFPWIA”) and the CITY OF CALISTOGA (“CITY”);  
8

**RECITALS**

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10  
11           **WHEREAS**, on or about November 18, 2003, NCFPWIA and CITY entered into the  
12 Agreement for funding by NCFPWIA to CITY of proceeds from the Flood Protection Sales Tax,  
13 a voter-approved special tax authorized by Measure A, for the purpose of funding the Kimball  
14 Reservoir Treatment Plant Maintenance Dredging Project;  
15

16           **WHEREAS**, on or about July 13, 2004, NCFPWIA and CITY amended the Agreement to  
17 extend the term of the Agreement (“Amendment No. 1”);  
18

19           **WHEREAS**, on or about April 19, 2005, NCFPWIA and CITY amended the Agreement to  
20 extend the term of the Agreement and add \$85,408 in Measure A funding for the purpose of funding  
21 the Grant Street Drainage Improvements (“Amendment No. 2”);  
22

23           **WHEREAS**, on or about October 4, 2005, NCFPWIA and CITY amended the Agreement to  
24 add \$34,315 in additional Measure A funding for the Grant Street Drainage Improvements, for a new  
25 maximum amount of Measure A funding of CITY's projects in the amount of \$304,723 (“Amendment  
26 No. 3”);  
27

28           **WHEREAS**, on or about July 5, 2006, NCFPWIA and CITY amended the Agreement to  
29 extend the term of the Agreement (Amendment No. 3”);and  
30

31           **WHEREAS**, NCFPWIA and CITY now desire to amend the Agreement to extend the term of  
32 the Agreement and to add \$16,000 in additional Measure A funding for culvert repair at Fischer and  
33 Lake Streets for a new maximum amount of Measure A funding in the amount of \$320,723;  
34

**TERMS**

35  
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37           **NOW, THEREFORE**, NCFPWIA and CITY hereby amend the Agreement as follows:  
38

39 1. Amendment to Section 1. Section 1 of the Agreement is hereby deleted in its entirety and  
40 replaced with the following:

41  
42 **1. Term of the Agreement.** The term of this Agreement shall commence on  
43 November 18, 2003, and shall expire on June 30, 2010, except that the obligations of  
44 CITY to NCFPWIA under Sections 7 (Insurance) and 15 (Mutual Indemnification) shall  
45 continue in full force and effect after said expiration date as to the liability for acts and  
46 omissions occurring during the term of this Agreement. In addition, the obligations of  
47 CITY to NCFPWIA under Section 5 (Reporting) and Section 6 (Records and Monitoring)  
48 shall also survive said expiration date.

49  
50 2. Amendment to Section 2. Section 2 of the Agreement is hereby deleted in its entirety and  
51 replaced with the following:

52  
53 **2. Funding.** NCFPWIA hereby agrees to transfer to the CITY an amount not to  
54 exceed the sum of Three Hundred Twenty Thousand Seven Hundred Twenty-Three  
55 Dollars (\$320,723.00) for projects set forth in Exhibit A-1, attached hereto and  
56 incorporated herein, through June 30, 2010; provided, however, that this amount shall not  
57 be construed as a guaranteed sum, but shall be disbursed only as set forth in Section 3  
58 (Disbursal of Funds) as reimbursement to CITY for expenditures it has made or is legally  
59 committed to make.

60  
61 3. Agreement in Effect. Except as amended by this Amendment No. 5, the terms and  
62 conditions of the Agreement, as previously approved and amended, shall remain in full force and  
63 effect.

64  
65 **IN WITNESS WHEREOF**, the duly authorized representatives of the parties to this

66  
67 // // // //

68 Agreement have executed this Amendment No. 5 as of the date first above written.

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77

NAPA COUNTY FLOOD PROTECTION AND  
WATERSHED IMPROVEMENT AUTHORITY

By \_\_\_\_\_  
BRAD WAGENKNECHT, Chair of the  
NCFPWIA

"NCFPWIA"

79 ATTEST: GLADYS I. COIL,  
80 Secretary of the NCFPWIA

APPROVED BY THE GOVERNING  
BOARD OF THE NCFPWIA

81  
82 By: \_\_\_\_\_

Date: \_\_\_\_\_

Processed By: \_\_\_\_\_

Deputy Clerk

83

<p><b>APPROVED AS TO FORM</b> NCFPWIA Legal Counsel</p> <p>By: <i>Margaret L. Woodbury,</i> Chief Deputy (by e-signature) Date: June 9, 2008</p>
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CITY OF CALISTOGA

By \_\_\_\_\_  
JAMES C. MCCANN, City Manager

"CITY"

96 ATTEST: SU SNEDDON,  
97 Calistoga City Clerk

99 By \_\_\_\_\_

100  
101 APPROVED AS TO FORM:  
102 Calistoga City Attorney

103  
104 By \_\_\_\_\_  
105

106  
107  
108  
109  
110

## EXHIBIT A-1

### Projects

111 **Project #1 - Stabilization and Enhancement of Kimball Reservoir**

112  
113 This Project is for the purpose of flood protection and water supply reliability.

114  
115 The Kimball Canyon Dam was constructed for flood control and to provide a water supply for  
116 the community of Calistoga. The original storage capacity was estimated to be 409 acre-feet.  
117 Since its construction, Kimball Reservoir has accumulated sediment and debris, especially  
118 during periods of high runoff. Reservoir soundings taken in 1991 indicated sedimentation had  
119 reduced the reservoir capacity to about 312 acre-feet. This sedimentation accumulation has  
120 reached a level that is affecting the operation of the intake facilities for the water treatment plant  
121 and degrading water quality.

122  
123 Measure A funds will be utilized to hire a contractor to complete CEQA documents, secure  
124 permits, secure grant funding applications and deliver a bid package including plans,  
125 specifications and estimates to complete the dredging of Kimball Reservoir by the end of Fiscal  
126 year 2005-2006. The Measure A funding for this Project granted under this Agreement is  
127 **\$185,000.00.**

128  
129 **Project #2 - Flood Protection and Drainage Improvements in the Grant Street Area**

130  
131 The purpose of this Project is to protect residents from flooding.

132  
133 The primary route for students walking and bicycling to Calistoga Junior-Senior High School  
134 and Palisades High School is along Grant Street from Stevenson Street to Lake Street.  
135 Currently, the drainage improvements in this area consist of an open swale that carries water to  
136 the drainage system. Installation of approximately 670' of 12" storm drain improvements will  
137 direct water to an underground piping system and will help prevent street flooding in this area.

138  
139 The Measure A funding for this Project granted under this Agreement is **\$119,723.00.**

140  
141 **Project #3 – 24” Culvert Repair - Fischer Street at Lake Street**

142  
143 The purpose of this Project is to protect residents from flooding.

144  
145 The culvert at Fischer Street and Lake Street is collapsing and slowing the flow of water through  
146 the drainage ditch. The project would repair/replace the 24” culvert therefore preventing the  
147 drainage ditch from overflowing.

148  
149 The Measure A funding for this Project granted under this Agreement is **\$16,000.**