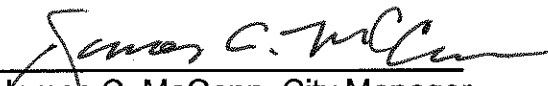


City of Calistoga

Staff Report

TO: Honorable Mayor and City Council
FROM: Dan Takasugi, Public Works Director
DATE: September 15, 2009
SUBJECT: Consideration of a Resolution Approving Joint Zone Project No. 96-1 Maintenance and Watershed Management Program Cost-Sharing Agreement with the Napa County Flood Control and Water Conservation District for Kimball Creek Stream Gauge

APPROVAL FOR FORWARDING:



 James C. McCann, City Manager

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ISSUE:

Consideration of a Resolution approving Joint Zone Project No. 96-1 Maintenance and Watershed Management Program Cost-Sharing Agreement with the Napa County Flood Control and Water Conservation District for Kimball Creek Stream Gauge.

RECOMMENDATION:

Adopt a Resolution.

BACKGROUND/DISCUSSION:

The Napa County Flood Control and Water Conservation District (District) was formed by the California legislature in 1951 for the purposes of providing flood control and water conservation for Napa County. The District's goals and objectives are to: 1) provide protection from flood events to the public highways, life, and property in the District by enhancing and constructing storm drainage systems and flood control and prevention projects; and 2) to assure that Napa County's domestic, municipal, industrial and agricultural water needs are met.

Proactive flood control measures by the District benefit all properties in the area by reducing problems created by the stormwater runoff generated by each parcel in the District. Projects undertaken through the District's programs benefit all property in the County. Funds raised from the assessment district are used to stabilize banks and levees; clear drainage ways to provide more free flowing stormwaters and remove debris that may cause downstream damage; install and maintain stream gauges on upstream tributaries to the Napa River in order to monitor stormwater flows to

Consideration of a Resolution Approving Joint Zone Project No. 96-1 Maintenance and Watershed Management Program Cost-sharing Agreement with the Napa County Flood Control and Water Conservation District

September 15, 2009

Page 2 of 2

27 predict and warn against downstream flooding; and develop coordinated floodplain management
28 policies and practices with the individual cities and the County.
29

30 In August 1996, the District approved the Project Report for the Maintenance and Watershed
31 Management Programs Project 96-1, which allows the District to annually approve a budget for
32 the maintenance and management of the Napa River watershed. In order to finance the
33 budget, the District must annually levy assessments on the properties that directly benefit from
34 the maintenance and management programs.
35

36 The District has adopted a watershed management project known as Joint Zone Project No. 96-
37 1 (JZP 96-1). Funds raised by the District through annual assessments are allocated each
38 fiscal year through approval of the District's Engineer's Report for a variety of projects within the
39 District.
40

41 A new project desired for the City of Calistoga, and also requested by the State Department of
42 Fish and Game, is a stream gauge on Kimball Creek above the City's Kimball Reservoir. The
43 Public Works Department requested the gauge and flood assessment funding from the District
44 in May 2009 so that stream flows could be better measured for reservoir management and
45 watershed management. Such a gauge would measure stream flows in Kimball Creek and
46 transmit flow data through the County's ALERT network. The transmitter would be solar
47 powered, due to the remote location of this gauge. An estimated cost is \$8,517.49, per a quote
48 from a qualified stream gauge installer.
49

50 This JZP Agreement will allow up to \$10,000 of assessment funding to be utilized by the City for
51 this Kimball Creek stream gauge. The Agreement is for one year and may be automatically
52 renewed for an additional year at the commencement of each fiscal year commencing with July
53 1, 2009 until all of the funds allocated have been fully expended. Under this Agreement, the
54 City would be required to coordinate and procure the gauge installation with City funding and be
55 reimbursed with assessment funding. The District would provide gauge calibration (rating
56 curve), network connection, and future maintenance/technical assistance. The stream gauge
57 may require a couple wet seasons of calibration to provide reliable data.
58

59 **FISCAL IMPACT:**

60
61 Funding is available in the FY09/10 Water Enterprise Water Treatment Plant Budget for Capital
62 Improvements. City costs will be later reimbursed from FY09/10 District Flood Assessment
63 funding.
64

65 **ATTACHMENTS**

- 66
67 1. Resolution
68 2. Joint Zone Project No. 96-1 Agreement for Kimball Creek Stream Gauge

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RESOLUTION NO. 2009-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, APPROVING JOINT ZONE PROJECT NO. 96-1 MAINTENANCE AND WATERSHED MANAGEMENT PROGRAM COST-SHARING AGREEMENT WITH NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR KIMBALL CREEK STREAM GAUGE

WHEREAS, the Napa County Flood Control and Water Conservation District (District) was formed by the California legislature in 1951 for the purposes of providing flood control and water conservation for Napa County; and

WHEREAS, proactive flood control measures by the District benefit all properties in the County by reducing problems created by the stormwater runoff generated by each parcel in the District, and ensuring that domestic, municipal, industrial and agricultural water needs are met; and

WHEREAS, the District approved Project Report for the Maintenance and Watershed Management Programs Project 96-1 allows the District to annually approve a budget for the maintenance and management of the Napa River watershed and to levy annual assessments on the properties that directly benefit from the maintenance and management programs; and

WHEREAS, the District has adopted a watershed management project known as Joint Zone Project No. 96-1 (JZP 96-1); and

WHEREAS, the District has allocated up to \$10,000 in flood assessment funding for a stream gauge installation on Kimball Creek; and

WHEREAS, it is necessary for the City to enter into a cost sharing agreement with the District to access the designated flood assessment funding.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Calistoga hereby approves Joint Zone Project No. 96-1 Maintenance and Watershed Management Program Cost-Sharing Agreement (attached) with the Napa County Flood Control and Water Conservation District for the Kimball Creek Stream Gauge, contingent upon approval of the City Attorney.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Calistoga at a regular meeting held this 15th day of **September 2009**, by the following vote:

AYES:

NOES:

ABSTAIN/ABSENT:

MICHAEL DUNSFORD, Vice Mayor

ATTEST:

SUSAN SNEDDON, CITY CLERK

1 **NAPA COUNTY FLOOD CONTROL AND WATER**
2 **CONSERVATION DISTRICT AGREEMENT NO. _____ (FC)**

3
4 **(JOINT ZONE PROJECT NO. 96-1 MAINTENANCE AND WATERSHED**
5 **MANAGEMENT PROGRAM COST-SHARING AGREEMENT)**

6
7 **(ENTITY: CITY OF CALISTOGA)**

8
9 **THIS AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into as
10 of this ___ day of September , 2009, by and between the NAPA COUNTY FLOOD CONTROL
11 AND WATER CONSERVATION DISTRICT (hereinafter referred to as "DISTRICT") and the
12 CITY OF CALISTOGA (hereinafter referred to as "ENTITY");

13
14 **RECITALS**

15
16 This Agreement is made in recognition by DISTRICT and ENTITY of the following facts:

17
18 1. ENTITY owns or otherwise has authority to enter the property where the work
19 which is the subject of this Agreement is located; has the authority to perform or arrange for the
20 performance of the work; and has the authority to enter into and be bound by this Agreement and
21 the terms and conditions thereof.

22
23 2. The authority and procedure for DISTRICT to levy annual unbonded assessments
24 for watershed management programs and river/tributary maintenance projects and flood control
25 granted to DISTRICT through amendment of the Napa County Flood Control and Water
26 Conservation Act ("Act") in 1995 has been exercised by DISTRICT through adoption of that
27 watershed management project approved by DISTRICT as Joint Zone Project No. 96-1
28 (hereinafter referred to as "JZP 96-1").

29
30 3. The funds raised by DISTRICT through annual renewal of the unbonded
31 assessments approved for JZP 96-1 by the governing board of DISTRICT in the manner provided
32 by the Act are allocated by DISTRICT each fiscal year through approval of the DISTRICT's
33 Engineer's Report to fund a variety of projects related to watershed management and river,
34 tributary and flood control channel maintenance within the zones created within the jurisdiction
35 of DISTRICT in conjunction with the initial approval of JZP 96-1.

36
37 4. Prior to and during the 2009/2010 budget hearings, the DISTRICT Board adopted
38 the respective DISTRICT Engineer's Project Reports and Budgets identifying the watershed
39 management and river/tributary and flood control channel maintenance projects (hereinafter
40 referred to as "maintenance projects") within the zones of JZP 96-1 for that fiscal year and
41 renewed, levied and allocated the annual unbonded assessment for such years for JZP 96-1
42 between the identified maintenance projects.
43

44 5. Such maintenance projects or remaining portions thereof within the jurisdiction of
45 ENTITY on and after the effective date of this Agreement are described in Attachment A,
46 attached hereto and incorporated by reference herein.

47
48 **TERMS**
49

50 **NOW, THEREFORE,** DISTRICT and ENTITY agree as follows:
51

52 1. **Scope of Work.** ENTITY shall complete or arrange for the completion of, and
53 DISTRICT shall reimburse ENTITY for the costs of installing a water level sensor/stream gauge
54 station described in Attachment A, under the terms and conditions set forth herein.
55

56 2. **Term of the Agreement.** The term of this Agreement shall commence on the
57 date first above written and shall expire on June 30, 2010 unless terminated earlier in accordance
58 with Paragraphs 10 (Termination for Cause) or 11 (Termination for Convenience); except that
59 the obligations of ENTITY to DISTRICT under Paragraph 7 shall continue in full force and
60 effect after said expiration date or early termination. Notwithstanding the foregoing and unless
61 earlier terminated for cause or convenience as set forth in Paragraphs 10 and 11, this Agreement
62 shall be automatically renewed for an additional year at the commencement of each fiscal year
63 commencing with July 1, 2009 until all of the funds allocated in Attachment A have been fully
64 expended for the purposes specified therein, as such may be amended from time to time. Upon
65 such exhaustion of the specified funds, the Agreement shall automatically terminate except as to
66 the obligations of ENTITY to DISTRICT under Paragraph 7, which shall continue in full force
67 and effect until expiration of all applicable statutes of limitation as to matters arising during the
68 term or renewed term of the Agreement.
69

70 3. **Procedure for Reimbursement.**

71 (a) **No Responsibility of DISTRICT for Payments to Third Parties.**
72 ENTITY shall be solely responsible for all payments due or owing to any person or entity for
73 services performed or materials provided in connection with completion of any of the maintenance
74 projects.

75 (b) **Submission of Claims.** No reimbursement of ENTITY by DISTRICT for
76 any of the costs of any of the maintenance projects shall be made by DISTRICT until ENTITY has
77 provided and DISTRICT Engineer has received a written claim completed on a form satisfactory to
78 the DISTRICT Engineer and DISTRICT Auditor documenting the payments paid by ENTITY for
79 the work. Upon request, DISTRICT shall provide ENTITY with appropriate claim forms.

80 (c) **Progress Payments.** Progress payments shall be made by DISTRICT to
81 ENTITY only where the total project cost is more than \$10,000. Where the total project cost is less
82 than \$10,000 only one claim for reimbursement shall be submitted and one payment made by
83 DISTRICT to ENTITY.

84 (d) **Maximum Reimbursement.** The maximum reimbursement of ENTITY
85 by DISTRICT under this Agreement shall be the sum set forth in Attachment A. If the actual
86 final cost of any of the maintenance projects is less than the "Maximum Allocation" in
87 Attachment A, the remainder of the allocation shall not carry over into the next fiscal year unless

88 prior to the end of the then-applicable fiscal year Attachment A is amended to reallocate the
89 unused amount to a different project. If the final cost of the ENTITY's maintenance projects is
90 greater than the Maximum Allocation stated in Attachment A, ENTITY may request an
91 amendment to increase the Maximum Allocation under this Agreement. Whether this
92 amendment is feasible will depend on how much unallocated funding is available and whether
93 another Entity has unallocated funds. DISTRICT will endeavor, but will not be required, to
94 reimburse ENTITY for expenditures in excess of Maximum Allocation. ENTITY may request
95 changes in the maintenance projects and their respective funding within its own allocation during
96 the term of this Agreement. DISTRICT agrees to consider such requests but is not obligated to
97 approve the requested changes. Any such changes within the current allocation shall be reflected
98 in an amendment of this Agreement.
99

100 4. **Right of Entry; Interagency Cooperation.** ENTITY shall have sole responsibility
101 for obtaining on behalf of itself, DISTRICT, any agency issuing permits for or otherwise having
102 jurisdiction over any of the maintenance projects, or any of their representatives, right of entry onto
103 and full access to any property where work related to any of the maintenance projects will be
104 performed. ENTITY also hereby agrees to provide DISTRICT or any agency or person operating
105 under the authority or with the funding of DISTRICT right of entry onto and right of passage over
106 any other land owned or within the legal possession of ENTITY where such right of entry or
107 passage is deemed necessary by DISTRICT or such person or agency to obtain access to the site of
108 any of the maintenance projects and to cooperate with all such agencies and persons in the
109 accomplishment of such projects or any other DISTRICT project.
110

111 5. **Records Access and Retention.** ENTITY shall retain and make available to
112 DISTRICT for copying and inspection upon request all records pertaining to the design,
113 construction, completion and costs of any of the maintenance projects for at least five (5) years
114 following completion of such project.
115

116 6. **Responsibility for Effects of Delays or Stoppages.** ENTITY specifically
117 acknowledges and agrees that any delays or stoppages effecting the commencement or completion
118 of any of the maintenance projects shall not result in any further responsibility of DISTRICT and, to
119 the extent DISTRICT shall have, or is claimed to have, an obligation for additional funding in
120 consequence of such delays or stoppages, such obligation shall become the obligation of ENTITY.
121

122 7. **Hold Harmless/Indemnification.**

123 (a) ENTITY shall defend, indemnify and hold harmless DISTRICT and the
124 officers, agents and employees of DISTRICT from any claim, loss or liability including without
125 limitation, those for personal injury (including death) or damage to property, arising out of or
126 connected with any aspect of the performance by ENTITY or its officers, agents or employees, of
127 activities or obligations required of ENTITY under this Agreement except where the loss was
128 proximately caused by acts or omissions of ENTITY performed in strict compliance with express
129 direction from DISTRICT's governing board, officers or personnel other than direction based upon
130 and conforming to advice from ENTITY.

131 (b) DISTRICT shall defend, indemnify and hold harmless ENTITY and the
132 officers, agents and employees of ENTITY from any claim, loss or liability including without
133 limitation, those for personal injury (including death) or damage to property, arising out of or
134 connected with any aspect of the performance by DISTRICT or its officers, agents, or employees,
135 of obligations required of DISTRICT under this Agreement as well as for claims where the loss was
136 proximately caused by acts or omissions of ENTITY performed in strict compliance with express
137 direction from DISTRICT's governing board, officers or personnel other than direction based upon
138 and conforming to advice from ENTITY.
139

140 8. **Control of Project.** ENTITY shall have sole responsibility for design, contracting,
141 oversight, control, and completion of any of the maintenance projects. This responsibility shall
142 include, but is not limited to, compliance with all applicable laws pertaining to competitive bidding
143 or payment of prevailing wages on public projects, permit exemptions, tax exemptions, or public
144 liability. ENTITY shall be responsible for ensuring that nothing in this Agreement shall convey to
145 DISTRICT any easement over or property rights to any of the maintenance projects, property on
146 which such projects are located, or property affected by such projects, and that nothing in this
147 Agreement shall impose on DISTRICT any responsibility for future use or maintenance of any of
148 the maintenance projects.
149

150 9. **Independent Contractor.** ENTITY shall perform this Agreement as an
151 independent contractor. ENTITY and the officers, agents, employees, volunteers, and contractors
152 of ENTITY are not, and shall not be deemed, DISTRICT employees for any purpose, including
153 workers' compensation or employee benefits. ENTITY shall, at its own risk and expense,
154 determine the method and manner by which each of the maintenance projects shall be performed
155 and completed; provided however that DISTRICT may monitor the work performed by ENTITY.
156 DISTRICT shall not deduct or withhold any amounts whatsoever from the reimbursement paid
157 to ENTITY, including, but not limited to amounts required to be withheld for state and federal
158 taxes. ENTITY alone shall be responsible for all such payments.
159

160 10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper
161 manner that party's obligations under this Agreement or otherwise breach this Agreement and
162 fail to cure such failure or breach within thirty (30) days of receipt of written notice from the
163 other party describing the nature of the breach, the non-defaulting party may, in addition to any
164 other remedies it may have, terminate this Agreement by giving fifteen (15) days written notice
165 to the defaulting party in the manner set forth in Paragraph 14 (Notices).
166

167 11. **Termination for Convenience.** This Agreement may be terminated by either
168 party for any reason and at any time by giving no less than ninety (90) days written notice of such
169 termination to the other party and specifying the effective date thereof; provided, however, that
170 no such termination may be effected by DISTRICT unless an opportunity for consultation is
171 provided prior to the effective date of the termination.
172

173 12. **Disposition of and Payment for Work upon Termination.** In the event of
174 termination for cause under Paragraph 10 or termination for the convenience of a party under
175 Paragraph 11, shall be entitled to receive reimbursement for the costs of any satisfactory work
176 completed prior to receipt of the notice of termination, except that ENTITY shall not be relieved
177 of liability to DISTRICT for damages sustained by DISTRICT by virtue of any breach of the
178 Agreement by ENTITY whether or not the Agreement was terminated for convenience or cause,
179 and DISTRICT may withhold any payments not yet made to ENTITY for purpose of setoff until
180 such time as the exact amount of damages due to DISTRICT from ENTITY is determined.

181
182 13. **No Waiver.** The waiver by either party of any breach or violation of any
183 requirement of this Agreement shall not be deemed to be a waiver of any such breach in the
184 future, or of the breach of any other requirement of this Agreement.

185
186 14. **Notices.** All notices required or authorized by this Agreement shall be in writing
187 and shall be delivered in person or by deposit in the United States mail, by certified mail, postage
188 prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or
189 communication that either party desires to give the other party shall be addressed to the other
190 party at the address set forth below. Either party may change its address by notifying the other
191 party of the change of address. Any notice sent by mail in the manner prescribed by this
192 paragraph shall be deemed to have been received on the date noted on the return receipt or five
193 days following the date of deposit, whichever is earlier.

194
195 DISTRICT

ENTITY

196
197 Napa County Flood Control and Water
198 Conservation District
199 Don Ridenhour, District Engineer
200 804 First St.
201 Napa, CA 94559

City of Calistoga
Dan Takasugi, Dir. of Public Works
1232 Washington Street
Calistoga, California 94515
cc: Bill McBride, Maint. Superintendent

202
203
204 15. **Amendment/Modification.** Except as specifically provided herein, this
205 Agreement may be modified or amended only in writing and with the prior written consent of
206 both parties.

207
208 16. **Interpretation/Venue.** The headings used herein are for reference. The terms of
209 the Agreement are set out in the text under the headings. This Agreement shall be governed by
210 the laws of the State of California. The venue for any legal action filed by either side in state
211 court to enforce any provision of this Agreement shall be the Superior Court of California,
212 County of Napa, a unified court. The venue for any legal action filed by either side in federal
213 court to enforce any provision of this Agreement lying within the jurisdiction of the federal
214 courts shall be the Northern District of California.

216 17. **Severability.** If any provision of this Agreement, or any portion thereof, is found
217 by any court of competent jurisdiction to be unenforceable or invalid for any reason, such
218 provision shall be severable and shall not in any way impair the enforceability of any other
219 provision of this Agreement.
220

221 18. **Compliance with Laws.** ENTITY shall observe and comply with all applicable
222 Federal, State and local laws, ordinances, and Codes. Such laws shall include, but not be limited
223 to, the following, except where prohibited by law:

224 (a) **Non-Discrimination.** During the performance of this Agreement,
225 ENTITY and its contractors shall not deny the benefits thereof to any person on the basis of sex,
226 race, color, ancestry, religion or religious creed, national origin or ethnic group identification,
227 sexual orientation, marital status, age (over 40), mental disability, physical disability or medical
228 condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any
229 employee or applicant for employment because of sex, race, color, ancestry, religion or religious
230 creed, national origin or ethnic group identification, sexual orientation, marital status, age (over
231 40), mental disability, physical disability or medical condition (including cancer, HIV and
232 AIDS), or use of family care leave. ENTITY shall ensure that the evaluation and treatment of
233 employees and applicants for employment are free of such discrimination or harassment. In
234 addition to the foregoing general obligations, ENTITY shall comply with the provisions of the
235 Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations
236 promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the
237 provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections
238 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as
239 such statutes and regulations may be amended from time to time. To the extent this Agreement
240 subcontracts to ENTITY services or works required of DISTRICT by the State of California
241 pursuant to agreement between DISTRICT and the State, the applicable regulations of the Fair
242 Employment and Housing Commission implementing Government Code section 12990 (a)
243 through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations
244 are expressly incorporated into this Agreement by reference and made a part hereof as if set forth
245 in full, and ENTITY and any of its contractors shall give written notice of their obligations
246 thereunder to labor organizations with which they have collective bargaining or other
247 agreements.

248 (b) **Documentation of Right to Work.** ENTITY agrees to abide by the
249 requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-
250 hired employees of ENTITY performing any services under this Agreement have a legal right to
251 work in the United States of America, that all required documentation of such right to work is
252 inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on
253 file for each employee. ENTITY shall make the required documentation available upon request
254 to DISTRICT for inspection.

255 (c) **Inclusion in Subcontracts.** To the extent any of the services required of
256 ENTITY under this Agreement are subcontracted to a third party, ENTITY shall include the
257 provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.
258

259 19. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be
260 construed to create any rights in third parties and the parties do not intend to create such rights.
261

262 20. **Attorney's Fees.** In the event that either party commences legal action of any
263 kind or character to either enforce the provisions of this Agreement or to obtain damages for
264 breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable
265 attorney's fees incurred in connection with such action.
266

267 21. **Entirety of Contract.** This Agreement constitutes the entire agreement between
268 the parties relating to the subject of this Agreement and supersedes all previous agreements,
269 promises, representations, understandings and negotiations, whether written or oral, among the
270 parties with respect to the subject matter hereof.
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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

CITY OF CALISTOGA

By: _____
JACK GINGLES, Mayor

ATTEST:
SU SNEDDON, City Clerk

“ENTITY”

By: _____

APPROVED AS TO FORM:
MICHELLE KENYON, City Attorney

By: _____

NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, a special
district of the State of California

By: _____
DEL BRITTON, Chairperson of the Board of
Directors

“DISTRICT”

ATTEST: GLADYS I. COIL,
Secretary of the District Board

By: _____

APPROVED AS TO FORM
Office of District Counsel
By: Robert C. Martin (By E-Sign)
Date: August 26, 2009

APPROVED BY THE NAPA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT
Date: _____
Processed by: _____
Deputy Secretary of the District Board

ATTACHMENT "A"

Napa County Flood Control and Water Conservation District Funding Allocation List for the City of Calistoga for JZP 96-1 Projects Beginning July 1, 2009 (Assessment Funds - 2009/2010)

Attached is a list of the specific project approved by the DISTRICT to be carried out for and/or by the City of Calistoga (ENTITY) beginning on July 1, 2009 with JZP 96-1 funding from assessments for FY 2009-2010.

As required by Government Code section 7550, each document or report prepared by ENTITY for or under the direction of DISTRICT pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

Funding Year/General Category	Specific Project	Account No.	Maximum Allocation
FY '09 - '10 Stream gauge installation	Installation of a water level sensor/stream gauge station above Kimball Creek Reservoir	52120000	\$10,000

TOTAL \$10,000

ATTACHMENT "A"

**Napa County Flood Control and Water Conservation District Funding
Allocation List for the City of Calistoga for JZP 96-1 Projects Beginning
July 1, 2009 (Assessment Funds - 2009/2010)**

Attached is a list of the specific project approved by the DISTRICT to be carried out for and/or by the City of Calistoga (ENTITY) beginning on July 1, 2009 with JZP 96-1 funding from assessments for FY 2009-2010.

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TOTAL \$10,000