

AMENDMENT NO. 4 TO
WATER SUPPLY AGREEMENT BETWEEN
CITY OF NAPA AND CITY OF ST HELENA
(City of Napa Agreement No. 9381
City of St Helena Agreement No. 2006-131)

THIS AMENDMENT NO. 4 TO WATER SUPPLY AGREEMENT BETWEEN CITY OF NAPA AND CITY OF ST HELENA (City of Napa Agreement No. 9381; and City of St Helena Agreement No. 2006-131), hereinafter referred to as "Amendment No. 4" by and between the City of Napa, a California charter city (hereinafter referred to as "Napa") and the City of St. Helena, a municipal corporation (hereinafter referred to as "St. Helena") is effective as of the effective date identified on the signature page.

RECITALS

- A. Napa and St. Helena entered into the Water Supply Agreement (City of Napa Agreement No. 9381; and City of St. Helena Agreement No. 2006-131) on September 12, 2006 ("2006 Agreement") by which Napa agreed to provide water to St. Helena with a minimum delivery amount of 200 acre-feet annually ("AFA") and a maximum delivery (subject to availability) of 600 AFA.
- B. Napa and St. Helena entered into Amendment No. 1 to 2006 Agreement on April 17, 2009 ("Amendment No. 1") by which Napa agreed to provide water to St. Helena with an increase in the minimum delivery amount from 200 AFA to 400 AFA, and an increase in the maximum delivery amount (subject to availability) from 600 AFA to 800 AFA.
- C. Napa and St. Helena entered into Amendment No. 2 to 2006 Agreement on January 12, 2011 ("Amendment No. 2"), to allow St. Helena to take beneficial use of unused water from fiscal year 2009-10 over the succeeding three fiscal years.
- D. Napa and St. Helena entered into Amendment No. 3 to 2006 Agreement on December 15, 2011 ("Amendment No. 3") by which Napa agreed to provide water to St. Helena with an increase in the minimum delivery (Base Supply) amount from 400 AFA to 600 AFA, and maintaining the same maximum delivery amount (subject to availability) of 800 AFA.
- E. The 2006 Agreement as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3 shall be referred to herein as the "Agreement."
- F. As set forth in Amendment No. 3, St. Helena is obligated to pay Napa for the Base Supply of 600 AFA of water, whether or not St. Helena is able to make beneficial use of the total quantity of such water.
- G. In the period of July 1, 2020 to June 30, 2021 ("FY 2020-21"), although Napa made 600 acre-feet ("AF") of water available for delivery to St. Helena, St. Helena did not pump sufficient water from Napa during the

months of December thru February due to operational issues on St. Helena's system resulting in St. Helena taking beneficial use of only 486 AF of water; and resulting in unused water in the amount of 114 AF.

- H. As set forth in Amendment No. 3, in June of each year, Napa shall bill St. Helena for the difference between metered usage and the 600 AF of water to which St. Helena is entitled under the Agreement.
- I. In lieu of being billed for the 114 AF of unused water, St. Helena has requested Napa make available the 114 AF of water in future years under the terms of this Amendment No. 4, in addition to the water otherwise provided by Napa to St. Helena under the Agreement.

NOW THEREFORE, the parties mutually agree as follows:

The Agreement is hereby amended by this Amendment No. 4. This Amendment No. 4 incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment No. 4. All terms and conditions in the Agreement that are not specifically modified by this Amendment No. 4 remain in full force and effect.

1. Napa hereby characterizes the 114 AF of water made available for delivery by Napa but not taken for beneficial use by St. Helena in FY 2020-21 as "Unused Water". Napa will make the Unused Water available to St. Helena under the terms of this Amendment No. 4 over the course of five fiscal years commencing with FY2021-22 (from July 1, 2021 to June 30, 2022). No more than 40 AF of Unused Water shall be made available in any one fiscal year. No more than 114 AF of Unused Water shall be made available in all five fiscal years combined.
2. St. Helena shall make a written request to Napa identifying the amount of Unused Water requested for each fiscal year pursuant to the following schedule: (a) by October 1, 2021 for fiscal year 2021-22; and (b) by April 1 prior to beginning of each of the subsequent fiscal years. Compliance with these timing requirements is essential so that Napa can incorporate the request into its annual water supply planning.
3. Napa will not bill St. Helena for the 114 AF of Unused Water from FY2020-21.
4. St. Helena will pay Napa the water rate in effect at the time Unused Water is delivered to St. Helena.
5. The Unused Water is in addition to the quantity of water to be delivered by Napa to St. Helena (for Base Supply and Optional Supply) in accordance with the Agreement.
6. On July 1, 2026, to the extent that St. Helena has not taken delivery of all or any portion of the Unused Water, Napa will bill St. Helena for the

ATTACHMENT 1

remaining balance of the 114 AF of Unused Water, and St. Helena will pay Napa the water rate in effect on June 30, 2026.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.4 to be effective on the Effective Date set forth below.

CITY OF NAPA, a California Charter City:

CITY OF ST. HELENA, a
Municipal Corporation:

Phil Brun, Utilities Director

Mark T. Prestwich, City Manager

ATTEST:

ATTEST:

Tiffany Carranza, City Clerk

City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

COUNTERSIGNED:

Joy Riesenbergs, City Auditor

April Mitts, Administrative
Services Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

Ethan Walsh, City Attorney