

**SERVICES AGREEMENT (PROFESSIONAL SERVICES)**  
Parking Structure Feasibility Study

City Agreement No.   C2026-522                  

City Budget Code:   22140700-53210      

This Services Agreement (Professional Services) for a Parking Structure Feasibility Study (“**Agreement**”) by and between the City of Napa, a California charter city (“**City**”), and Walker Parking Consultants/Engineers Inc., a Michigan corporation doing business as Walker Consultants (“**Consultant**”), is effective on the date last signed by the City, which is identified on the signature page as the “Effective Date.”

**RECITALS**

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit “A,” and generally including a Parking Feasibility Study.

B. On October 27, 2025 the City issued a request for proposals for particular services to the Consultant, and on December 5, 2025, the Consultant submitted a scope of work for the Parking Feasibility Study. The consultant is qualified and has extensive experience providing such services.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as a parking structure feasibility consultant, licensed and in good standing under California law, will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, Community Resources & Development Director (“**City’s Authorized Representative**”).

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for, and exercise the degree of skill and diligence ordinarily used by reputable professionals within the greater San Francisco Bay Area who provide the same or similar type of professional services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant’s qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.8. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

## 2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$223,195.00, without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns Justin Chang to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the

first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: COMMUNITY RESOURCES & DEVELOPMENT  
DIRECTOR  
CITY OF NAPA  
P.O. Box 660  
NAPA, CA 94559-0660  
[mrattigan@cityofnapa.org](mailto:mrattigan@cityofnapa.org)

TO CONSULTANT: WALKER CONSULTANTS  
JUSTIN CHANG, MANAGING PRINCIPAL  
601 CALIFORNIA STREET, SUITE 820  
SAN FRANCISCO, CA 94108  
[JChang@walkerconsultants.com](mailto:JChang@walkerconsultants.com)

5. TERM. The term of this Agreement begins on the Effective Date, and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

#### 7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to

either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

## 8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. **INDEMNIFICATION.** To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's or its subconsultants' negligence, recklessness, or willful misconduct in the performance of the Services under this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. **INSURANCE.** Consultant will not perform Services under this Agreement until Consultant has obtained all insurance required under Section 11 and such insurance has been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. The City of Napa is now utilizing an online insurance verification system called PINS Advantage. After being selected for an agreement with the City, Consultant/Contractor will receive an email with instructions to log into the PINS Advantage System. Consultant/Contractor shall upon receiving the email noted above, log into the system and upload Certificates of Insurance and any endorsements required by this Agreement. For questions or issues with setting up your PINS Advantage account, please contact [insurancecerts@cityofnapa.org](mailto:insurancecerts@cityofnapa.org). All requirements provided in this Section must appear either in the body of the insurance policies or as endorsements and must specifically bind the insurance carrier.

11.1. **Policies and Limits.** Without limiting Consultant's indemnification obligations in Section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subconsultants:

11.1.1. **Commercial General Liability Policy.** Consultant must procure and maintain Commercial General Liability Insurance (CGL) at least as broad as CG 00 01 (occurrence form), with minimum limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, property damage, products and completed operations, and contractual liability.

11.1.2. **Automobile Liability Policy.** Consultant must procure and maintain Automobile Liability Insurance at least as broad as ISO Form number CA 0001, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum limits not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.

11.1.3. **Workers' Compensation.** Consultant must procure and maintain Workers' Compensation in such amounts as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Services and Employer's Liability with minimum limits of \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant must file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

11.1.4. **Professional Liability.** Consultant must procure and maintain Professional Liability Insurance appropriate to the Consultant's profession covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of the Services and any physical property damage, bodily injury or death resulting therefrom, with limits not less than \$2,000,000 combined single limit per occurrence and in the aggregate. The insurance must include a vicarious

liability endorsement to indemnify, defend, and hold harmless the City for claims arising out of the Consultant's Services and an extended reporting endorsement, for a period of not less than four years from the date of completion of those Services. The policy inception date or retroactive date must coincide with or precede the Effective Date of this Agreement (including subsequent policies purchased as renewals or replacements).

#### 11.2. Endorsements.

11.2.1. The CGL and automobile liability policies must contain an endorsement naming the City, its officers, elected or appointed officials, employees, volunteers, and agents as covered parties for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.2.2. All policies of insurance provided by Consultant pursuant to this Agreement will be primary and non-contributory to any coverage maintained by the City. Any insurance carried by City will not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its subconsultants, affiliates, officers, directors, employees, subsidiaries, parent company, or agents, if any.

11.2.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured. Additionally, if the CGL insurance or other form of insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

#### 11.3. All Policies.

11.3.1. For all insurance policies required under this Agreement, each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.3.2. Any deductible or self-insured retention will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.3.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11.3.4. The coverage types and limits required pursuant to this Agreement will in no way limit the liability of Consultant.

12. **CONFLICTS OF INTEREST.** Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. **Financial Interest.** Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant

does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

12.4. Subsequent Contracts. Unless otherwise specified in Exhibit "A," Consultant's duties and Services under this Agreement do not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Unless otherwise specified in Exhibit "A," Consultant's participation in the planning, discussions, or drawing of project plans or specifications will be limited to conceptual, preliminary, or initial plans or specifications. Consultant will cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement, if any.

### 13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

### 14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

## 15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

**CITY:**  
**CITY OF NAPA, a California charter city**

Signed by:  
*Steve Potter*  
By: \_\_\_\_\_  
5486594219F8449...  
Steve Potter, City Manager

**CONSULTANT:**  
**WALKER CONSULTANTS/ENGINEERS INC., a Michigan corporation dba Walker Consultants** **PARKING**

Signed by:  
*James A. Orchard*  
By: \_\_\_\_\_  
8A690269F30A48E...  
James A. Orchard, CFO / Senior VP

Signed by:  
*Robert E. Stanley*  
By: \_\_\_\_\_  
381D32DDC64546C...  
Robert E. Stanley, VP / Managing Director

February 18, 2026 | 1:52:29 PM PST  
Date: \_\_\_\_\_  
("Effective Date")

**COUNTERSIGNED:**

DocuSigned by:  
*Erika Leahy*  
\_\_\_\_\_  
2732A8BB1E434D2...

**APPROVED AS TO FORM:**

Signed by:  
*Christopher Diaz*  
\_\_\_\_\_  
BD11D5B1F15F404...

**EXHIBIT "A"****SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE**

1.0. **SCOPE OF SERVICES.** Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

**Phase 1A: Feasibility and Site Recommendation****Task 1: Site and Context Analysis**

1. Conduct a site visit and field assessment to assess Lot A and Lot X/Cindome parcels. This includes how a new parking garage at each site would align with surrounding land uses, affect existing and future pedestrian and bicycle connections and infrastructure, and impact future projects/ developments . Review existing bike, vehicular, and pedestrian access and circulation patterns, as well as their relationship to existing and proposed parking generators and supply. Evaluate site conditions, including configuration, access and circulation, utilities, topography, and soil reports. Identify high- level potential environmental and infrastructure constraints for each site.
2. Review relevant plans and data provided by the City. This includes the City of Napa Zoning Code, General Plan, the 2018 Cinedome Master Plan, Downtown Specific Plan, existing and proposed development projects, surrounding on and off-street parking inventory and utilization data (public and private), surrounding parking facilities fees, and other reports and policies relevant to parking and mixed-use development. Identify how the plans and policies align with and support the construction of a new parking garage at the site.
3. Develop a summary memo detailing the relevant plans and policies, site visit findings, and high-level opportunities and challenges for each site.

**Task 2: Parking Demand and Functional Assessment**

1. Review and analyze inventory and utilization data for on- and off-street parking spaces in the surrounding areas provided by the City based on previous studies. Based on the data, determine peak usage periods to document parking occupancy and vacancy levels during typical peak periods.
2. Compare the calculated parking demand to the existing parking supply to determine the parking surplus or deficit.
3. Obtain and review information from the City related to proposed future developments, including the type and quantity of land use(s), the number of parking spaces to be displaced and/or provided, and the anticipated groundbreaking and opening dates.
4. Develop future peak parking demand projections using the Walker/Urban Land Institute Shared Parking Model, localized for existing conditions, including future development, visitor growth, and travel behaviors.
5. Determine the anticipated future parking surpluses and deficits surrounding each site.
6. Evaluate operational and access requirements for each site, including entry/exit points, internal circulation, and pedestrian connections.
7. Identify how a garage at each site could support and integrate with other uses and amenities such as the Napa Farmer's Market, public restrooms, art, parks and green space, mobility connections, delivery hubs, and other opportunities for ground-floor activation.
8. Identify sustainable features that could be integrated into the facility, such as

electric vehicle charging, solar power, and future adaptive reuse.

9. Identify technology and payment systems for parking management, such as automated parking guidance systems, parking and access revenue controls, digital wayfinding and signage, and mobile apps.
10. Summarize the findings of the parking needs analysis in a slide deck deliverable.
11. Meet with the City team present and discuss the findings of the parking needs analysis.

### Task 3: Conceptual Layouts and Preliminary Cost Estimates

1. Prepare up to three conceptual layout options for each site (6 total for the two sites), illustrating potential parking capacity, uses, and configuration.
2. Provide order-of-magnitude cost estimates for design, construction, and operations for each concept.
3. Identify potential opportunities for phased development or shared-use configurations.

#### A. *Concept Design*

1. Confirm with the City and project team the parking program requirements, including the number of public and/or private parking spaces to be provided, pedestrian connections to other facilities, operational strategies of the Client, the size and shape of the available parcel, vehicular access points, and future expansion.
2. Obtain and review available studies, reports, surveys, and current plans that are pertinent to the functional design of the parking structure.
3. Review with the City and project team the expected traffic conditions in the vicinity of the parking structure as they relate to access and function of the building to be serviced.
4. Develop up to three parking structure alternatives for each of the two proposed sites that address the programmatic requirements, site constraints, community and stakeholder input, traffic, and pedestrian circulation.
5. Prepare sketches of parking structure options showing the parking levels and ramping system. Consider the relative advantages and disadvantages of each scheme, and narrow the alternatives to the preferred concept in consultation with the Client and design team. Each alternative will incorporate the following elements:
  - a) Sketches showing parking facility layout, parking geometrics, stall size, module size, end bay turns, ramp configurations, etc.
  - b) Evaluations of flow capacity for the various components of the parking facility, including entry/exit locations, ramps, and parking areas.
  - c) Recommendations for design features to improve functional design, efficiency, and layout of parking, and any features and amenities identified in the Functional Assessment to be required as part of the Project.
  - d) Recommendations for parking technology to control access and space utilization.
6. For the selected concept, prepare CAD drawings of the proposed functional design that address the following design issues:
  - a) Internal circulation for both vehicles and pedestrians, including stair/elevator cores and egress.
  - b) Parking geometry, including stall sizes and angles, drive aisle widths, and turning radii.
  - c) The location and design of parking spaces for persons with disabilities and electric vehicles.
  - d) Ancillary spaces including mechanical, electrical, elevator machine, and storage rooms.
7. Review concept alternatives and recommendations with City staff to select a preferred alternative for further development.

### B. *Preliminary Design*

1. Using the approved Concept Design as a basis, further develop the design to include architectural, structural, MEP, and fire protection design requirements to a level suitable for cost estimating.
  - a) Design of the parking structure will be coordinated with design work by others, including the site civil engineer, landscape design architect, and the traffic consultant.
  - b) Drawings will include architectural floor plans and sections showing the configuration of parking, enlarged plans for stair and elevator cores, mechanical and electrical rooms, pedestrian bridge, vehicle entry/exits, conceptual structural framing, location of floor drains, and lighting.
  - c) A Project Manual and Outline Specifications document will be prepared to include the definition of the essential elements for the design, and desired outcomes.
2. Meet with the District and the project team to review, discuss, and coordinate the preliminary design package at bi-weekly intervals. Maintain communication on issues, action items, and resolutions.
3. Provide the District with four (4) hard copies of half-size sets of review plans, specifications, and the engineer's estimate. Electronic copies of all files will be provided.

### C. *Cost Estimates*

1. Determine the conceptual construction and project costs for each site, to enable a comparison of the costs of each alternative. Define the proposed method of operation of each site and develop a narrative to inform parking revenue and expense projections. Provide order-of-magnitude cost estimates for design, construction, and operations for each concept.
2. Identify potential opportunities for phased development or shared-use configurations to support operations at each site.

## Task 4: Target Stakeholder Engagement

Parking is an emotional topic, and a new garage in Napa has the potential to stir emotion in the community. The goal of our outreach is to understand stakeholder and community perspectives related to a new parking garage at each site, respond to questions and concerns, allow all voices to be heard, and draw a direct connection between the feedback received and the project recommendations.

1. **Engagement Plan:** Prepare a stakeholder and community engagement plan with the following components:
  - Key staff assignments for conducting the community engagement
  - Timeline for outreach activities
  - List of outreach events
  - Format of outreach events and logistics
  - Draft a list of stakeholders and community groups to engage
2. **Site Walk:** Walker will work with the City to conduct a site visit/walk with stakeholders to learn about the opportunities and considerations of each site. The City will provide a list of stakeholders to invite, and extend invitations to those stakeholders.
3. **Community Open House:** Coordinate a public information meeting/open house with input and assistance from City staff. The meeting's location, date, and time will be decided in tandem with City staff. In Walker's experience, meetings tend to have higher attendance if they are paired with an existing City meeting or event, or if they are held just before or after. We anticipate some brief PowerPoint slides or presentation boards outlining the proposed project and feedback requested. This is also an opportunity to provide data and information related to parking needs and challenges.

For the remainder of the meeting, we plan to incorporate interactive activities, including engaging presentation boards, surveys, and live polling, to solicit valuable feedback and inform recommendations.

4. Summarize the findings of the engagement activities in a slide deck deliverable.

### Task 5: Comparative Analysis and Preferred Site Recommendation

1. Based on the previous tasks and findings, develop an alternatives analysis presentation for each site based on technical feasibility, development constraints, cost implications, and community compatibility.
2. Recommend the preferred site and provide a supporting rationale based on documented findings from the alternatives analysis.
3. Present findings to City staff and City Council for direction on proceeding to Phase 2. With the City, develop a City Council presentation.
- 4.

#### Deliverables - Phase 1A

1. Site Analysis Report (including opportunities and constraints matrix)
2. Parking Demand and Functional Assessment
3. Up to 3 Conceptual Layouts at 10% Design and Cost Estimates
4. Summary of Stakeholder Engagement
5. Comparative Evaluation and Preferred Site Recommendation
6. Presentation Materials for City Council

### Phase 1B: Preliminary Design Documents

Upon City Council’s approval of a preferred site, the consultant team will advance the Preliminary Design Documents to support the City’s decision-making regarding project scope, budget, funding, and potential delivery methods. They are not intended as bridging documents nor as a commitment to any particular procurement approach.

### Task 6: Concept Development

1. Using the Preliminary Design Documents, advance the design drawings to include, including floor plans, site layout, structural bays, general massing, and circulation patterns.
2. Provide the city with example project images to illustrate architectural character.
3. Incorporate design principles emphasizing accessibility, safety, and pedestrian-oriented urban design.
4. Incorporate opportunities for sustainable features (e.g., EV charging, rooftop solar, stormwater management) and ground-floor activation (e.g., retail, art, or community uses) that were identified as priorities during Phase 1A.
5. Integrate the Napa Farmer’s Market into concepts if applicable.

### Task 7: Engineering and Site Concept

1. Provide preliminary structural and civil engineering concept sufficient to support cost estimating.
2. Address site utilities, grading, and access needs.
3. Identify potential constraints requiring further geotechnical or environmental investigation.

### Task 8: Cost Modeling and Funding Strategy

1. Define the proposed method of operation for the parking garage to develop a narrative to inform potential parking funding sources and cost projections.
2. Identify and review typical operating revenues and expenses associated with parking structures serving the planned uses.
3. Identify potential funding and financing mechanisms, including Parking Impact Fees, Enhanced Infrastructure Financing District bond proceeds, grants, potential rents from ground-floor commercial, and opportunities for public-private partnerships.
4. Develop high-level parking capital and maintenance cost projections for the parking garage.
5. Develop an appropriate annual capital repair and replacement sinking fund contribution based on the number and size of parking facilities being proposed.
6. Summarize the findings of the preliminary financial review in a slide deck deliverable.
7. Meet with City representatives to present and discuss the findings of the preliminary financial analysis.

### Task 9: Final Report & Presentation

The Walker team will compile all findings, concept designs, cost estimates, and funding analysis into a final draft deliverable—Teleconference with the Client to review Walker’s analysis and incorporate any feedback.

The Walker team will present findings to City Staff in preparation for a presentation to City Council. The team will then present the findings to the City Council. Based on feedback, Walker will conduct the following activities:

1. Compile all findings, schematic design materials, cost estimates, and funding analysis into a final report.
2. Present final deliverables and recommendations to City staff and

#### City Council. Deliverables - Phase 1B

1. Concept Design Package
2. Preliminary Cost Estimate and Funding Strategy
3. Final Report and Presentation Materials

**EXHIBIT "B"**

**COMPENSATION RATES AND CHARGES**

**1. AUTHORIZED HOURLY RATES:**

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement:

See Attachment 1 to Exhibit B.

## ATTACHMENT 1 TO EXHIBIT B

| Walker Consultants  | Chrissy Mancini |                | Justin Chang |               | Eric Haggett |               | Consultant |               | Engineer/Architect |                | Tech      |               | Total Hours  | Total Fee      |
|---|-----------------|----------------|--------------|---------------|--------------|---------------|------------|---------------|--------------------|----------------|-----------|---------------|--------------|----------------|
|   | \$290           | Fee            | \$290        | Fee           | \$290        | Fee           | \$260      | Fee           | \$230              | Fee            | \$175     | Fee           |              |                |
| Hourly Rate (Including Overhead)  |                 |                |              |               |              |               |            |               |                    |                |           |               |              |                |
| <b>Task 0: Project Management</b>   | 18              | \$ 5,220       | 18           | \$ 5,220      | 4            | \$ 1,160      | 4          | \$ 1,040      | 8                  | \$ 1,840       |           |               | 52           | \$ 14,480      |
| <b>Task 1: Site and Context Analysis</b>  |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| Field Assessment and site conditions, assess compatibility with other uses (SITE VISIT) | 12              | \$ 3,480       | 8            | \$ 2,320      | 16           | \$ 4,640      |            | \$ -          | 40                 | \$ 9,200       |           | \$ -          | 76           | \$ 19,640      |
| Review zoning and plans   | 1               | \$ 145         |              | \$ -          |              | \$ -          | 4          | \$ 1,040      | 4                  | \$ 920         |           | \$ -          | 9            | \$ 2,105       |
| ID environmental or infrastructure constraints  |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          | 16                 | \$ 3,680       |           | \$ -          | 16           | \$ 3,680       |
| Summarize opportunities and challenges for each site                                    | 16              | \$ 4,640       |              | \$ -          | 2            | \$ 580        | 6          | \$ 1,560      | 12                 | \$ 2,760       |           | \$ -          | 36           | \$ 9,540       |
| <b>Task 2: Parking Demand and Functional Assessment</b>                                 |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| Review demand and project future demand   | 16              | \$ 4,640       |              | \$ -          |              | \$ -          | 30         | \$ 7,800      |                    | \$ -           |           | \$ -          | 46           | \$ 12,440      |
| Evaluate operational and access requirements  |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          | 18                 | \$ 4,140       |           | \$ -          | 18           | \$ 4,140       |
| ID opportunities for civic integration  | 8               | \$ 2,320       | 8            | \$ 2,320      |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          | 16           | \$ 4,640       |
| Sustainability features and parking technology  |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          | 12                 | \$ 2,760       |           | \$ -          | 12           | \$ 2,760       |
| <b>Task 3: Conceptual Layouts and Preliminary Cost Estimates</b>                        |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| Three layouts, six total  |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          | 32                 | \$ 7,360       | 24        | \$ 4,200      | 56           | \$ 11,560      |
| ROM cost estimates  | 4               | \$ 1,160       |              | \$ -          | 30           | \$ 8,700      |            | \$ -          | 6                  | \$ 1,380       |           | \$ -          | 40           | \$ 11,240      |
| ID opportunities for phased development or shared-use configurations                    |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          | 12                 | \$ 2,760       |           | \$ -          | 12           | \$ 2,760       |
| <b>Task 4: Stakeholder Engagement</b>   |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| Walking tour of each site (includes prep and time on site)                              | 30              | \$ 8,700       |              | \$ -          |              | \$ -          | 24         | \$ 6,240      |                    | \$ -           |           | \$ -          | 54           | \$ 14,940      |
| One public meeting (prep only, time on site is included in walking tour)                | 24              | \$ 6,960       |              | \$ -          |              | \$ -          | 30         | \$ 7,800      |                    | \$ -           |           | \$ -          | 54           | \$ 14,760      |
| Memo  | 1               | \$ 290         |              | \$ -          |              | \$ -          | 6          | \$ 1,560      |                    | \$ -           |           | \$ -          | 7            | \$ 1,850       |
| <b>Task 5: Comparative Analysis and Preferred Site Recommendation</b>                   |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| Compare both sites  | 24              | \$ 6,960       | 16           | \$ 4,640      | 2            | \$ 580        | 8          | \$ 2,080      | 6                  | \$ 1,380       |           | \$ -          | 56           | \$ 15,640      |
| Recommendation ID'ing preferred site  | 12.0            | \$ 3,480       |              | \$ -          |              | \$ -          |            | \$ -          | 2                  | \$ 460         |           | \$ -          | 14           | \$ 3,940       |
| Present findings to Staff and Council   | 20              | \$ 5,800       | 16           | \$ 4,640      |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          | 36           | \$ 10,440      |
| Site Analysis Report  | 8               | \$ 2,320       | 4            | \$ 1,160      |              | \$ -          | 16         | \$ 4,160      | 8                  | \$ 1,840       |           | \$ -          | 36           | \$ 9,480       |
| <b>Phase IA Total</b>   | <b>194</b>      | <b>56,115</b>  | <b>70</b>    | <b>20,300</b> | <b>54</b>    | <b>15,660</b> | <b>128</b> | <b>33,280</b> | <b>176</b>         | <b>40,480</b>  | <b>24</b> | <b>4,200</b>  | <b>646</b>   | <b>170,035</b> |
| <b>Task 6: Schematic Design Development</b>   |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| Develop designs   |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          | 8                  | \$ 1,840       | 24        | \$ 4,200      | 32           | \$ 6,040       |
| Prepare concept elevations and renderings   |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| <b>Task 7: Engineering and Structural Schematics</b>                                    |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| Preliminary structural and civil engineering schematics                                 |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          | 40                 | \$ 9,200       | 16        | \$ 2,800      | 56           | \$ 12,000      |
| Address utilities, grading, access  |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          | 16                 | \$ 3,680       |           | \$ -          | 16           | \$ 3,680       |
| ID Geotech and environmental constraints  |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          | 16                 | \$ 3,680       |           | \$ -          | 16           | \$ 3,680       |
| <b>Task 8: Cost Modeling and Funding</b>  |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| Detailed cost estimates   |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          | 16                 | \$ 3,680       |           | \$ -          | 16           | \$ 3,680       |
| ID funding and financing mechanisms   | 8               | \$ 2,320       |              | \$ -          | 16           | \$ 4,640      |            | \$ -          |                    | \$ -           |           | \$ -          | 24           | \$ 6,960       |
| High level feasibility  |                 | \$ -           |              | \$ -          | 8            | \$ 2,320      |            | \$ -          | 16                 | \$ 3,680       |           | \$ -          | 24           | \$ 6,000       |
| <b>Task 9: Design Criteria and Procurement Support</b>                                  |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| Develop outline specs and performance criteria to inform procurement                    |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| <b>Tas 10: Final Report and Presentation</b>  |                 | \$ -           |              | \$ -          |              | \$ -          |            | \$ -          |                    | \$ -           |           | \$ -          |              | \$ -           |
| Final Report  | 8               |                |              | \$ -          | 4            | \$ 1,160      | 16         | \$ 4,160      |                    |                |           |               | 28           | \$ 5,320       |
| City staff and Council Presentations  | 8               | \$ 2,320       | 8            | \$ 2,320      | 4            | \$ 1,160      |            | \$ -          |                    | \$ -           |           | \$ -          | 20           | \$ 5,800       |
| <b>Phase IB Total</b>   | <b>24</b>       | <b>4,640</b>   | <b>8</b>     | <b>2,320</b>  | <b>32</b>    | <b>9,280</b>  | <b>16</b>  | <b>4,160</b>  | <b>112</b>         | <b>25,760</b>  | <b>40</b> | <b>7,000</b>  | <b>232</b>   | <b>53,160</b>  |
| <b>TOTAL Hours and Fee</b>  | <b>411</b>      | <b>116,870</b> | <b>148</b>   | <b>42,920</b> | <b>140</b>   | <b>40,600</b> | <b>272</b> | <b>70,720</b> | <b>464</b>         | <b>106,720</b> | <b>88</b> | <b>15,400</b> | <b>1,523</b> | <b>223,195</b> |

## Certificate Of Completion

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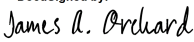
James A. Orchard

jorchard@walkerconsultants.com

CFO

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Company Name: City of Napa

Robert E. Stanley

rstanley@walkerconsultants.com

Security Level: Email, Account Authentication  
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ID: 44f08bf6-be78-450e-a987-9006b38b892b

Company Name: City of Napa

Christopher Diaz

cdiaz@cityofnapa.org

Interim City Attorney

Security Level: Email, Account Authentication  
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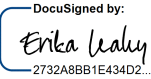
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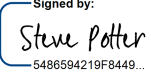
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| Witness Events | Signature | Timestamp |
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**Payment Events**

**Status**

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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Napa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Napa:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [clerk@cityofnapa.org](mailto:clerk@cityofnapa.org)

### **To advise City of Napa of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [clerk@cityofnapa.org](mailto:clerk@cityofnapa.org) and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from City of Napa**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [clerk@cityofnapa.org](mailto:clerk@cityofnapa.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number.

#### **To withdraw your consent with City of Napa**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [clerk@cityofnapa.org](mailto:clerk@cityofnapa.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

#### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Napa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Napa during the course of your relationship with City of Napa.