NAPA COUNTY AGREEMENT NO. 270072B (NCHA)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July , 2026, ("Effective Date") by and between NAPA COUNTY HOUSING AUTHORITY, a Public Housing Authority pursuant to California Health and Safety Code section 34200 et seq., hereinafter referred to as "AUTHORITY," and CALIFORNIA HUMAN DEVELOPMENT CORPORATION, whose address is 3510 Unocal Place, Suite 200, Santa Rosa, CA 95403, hereinafter referred to as "CONTRACTOR."

RECITALS

A. WHEREAS, AUTHORITY wishes to obtain professional services, as authorized by Government Code section 31000, in order to provide (a) management oversight of the day operation and provision of other related services for farmworkers who utilize the accommodation of three farmworker housing centers owned by AUTHORITY identified as: (1) the Calistoga Center located at 3996 St. Helena Highway, Calistoga, (2) the River Ranch Center located at 1109 Silverado Trail South, St. Helena, and (3) the Mondavi Center located at 5589 Silverado Trail, Napa.

B. WHEREAS CONTRACTOR is willing to provide services to AUTHORITY under the terms and conditions set forth herein.

C. For good and valuable consideration, the sufficiency of which is acknowledged, AUTHORITY and CONTRACTOR agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. CONTRACTOR shall provide professional services to AUTHORITY as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by AUTHORITY (if any), and CONTRACTOR'S proposal or statement of qualifications.

1.2 Schedule. CONTRACTOR shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. CONTRACTOR shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Standard of Care. CONTRACTOR represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. CONTRACTOR shall correct any professional services falling below this standard at its sole cost and expense, if notified by AUTHORITY during the contract term or before final invoice payment is made of such services. This remedy is in addition to any other remedies that may be available to AUTHORITY in law or equity.

1.4 Correction of Deficient Services. CONTRACTOR shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from AUTHORITY unless otherwise agreed by the parties. If CONTRACTOR fails to commence such steps within the seven day or other agreed-upon period, AUTHORITY may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to CONTRACTOR. If AUTHORITY takes such corrective action, CONTRACTOR shall be responsible for all reasonable costs incurred by AUTHORITY in performing such correction, including but not limited to the cost of AUTHORITY staff time and the amount paid to another contractor to correct the deficient services.

1.5 Other Remedies. This Article applies only to CONTRACTOR's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies AUTHORITY may have regarding the CONTRACTOR's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in CONTRACTOR's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by CONTRACTOR in writing.

1.7 Government Code Section 7550. Every document or report prepared by CONTRACTOR for or under the direction of AUTHORITY pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of AUTHORITY exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2027, unless

terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. AUTHORITY may suspend all or any portion of CONTRACTOR's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. AUTHORITY must give 10 days prior written notice to CONTRACTOR of such suspension. AUTHORITY may rescind the suspension prior to or at 60 days by providing CONTRACTOR with written notice of the rescission, at which time CONTRACTOR will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. Either party may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 90 days prior written notice of such termination to other party. The termination of the Agreement shall be effective 90 days after receipt of the notice by either party. After receipt of notice of termination of all or any portion of the Agreement, CONTRACTOR shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of CONTRACTOR's affected performance under the Agreement. CONTRACTOR shall deliver to AUTHORITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by CONTRACTOR in performing this Agreement, whether completed or unfinished. CONTRACTOR may keep copies for its own records. AUTHORITY shall pay CONTRACTOR for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by CONTRACTOR in providing AUTHORITY with the data and documents required by this paragraph. CONTRACTOR shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. AUTHORITY may terminate this Agreement for default if CONTRACTOR fails to satisfactorily perform any material obligation required by this Agreement. Default includes CONTRACTOR's failure to timely provide services in accordance with the schedule. If CONTRACTOR fails to satisfactorily cure a default within 10 days of receiving written notice from AUTHORITY specifying the nature of the default, AUTHORITY may immediately terminate this Agreement, and terminate each and every right of CONTRACTOR, and any person claiming any rights by or through CONTRACTOR under this Agreement. The rights and remedies of AUTHORITY enumerated in this paragraph are in addition to and independent of AUTHORITY's rights under any other provision of this Agreement and any right or remedy available to AUTHORITY at law or in equity.

2.5 Purchasing Agent's Authority. The AUTHORITY Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. AUTHORITY shall pay CONTRACTOR for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. AUTHORITY shall pay CONTRACTOR according to the compensation and fee schedule set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by AUTHORITY if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of ONE MILLION, TWO HUNDRED AND TEN THOUSAND, NINE HUNDRED THIRTEEN ($1,210,913) per contract year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. CONTRACTOR may submit one invoice per calendar month, in arrears for services provided, to the Department of Housing & Community Services Project Manager (or their designee) who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and CONTRACTOR presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow CONTRACTOR to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. CONTRACTOR acknowledges that the term of this Agreement may extend over multiple AUTHORITY fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. AUTHORITY is not obligated to pay CONTRACTOR, nor is CONTRACTOR obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. CONTRACTOR shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless AUTHORITY and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of AUTHORITY. AUTHORITY shall defend at its own expense, indemnify, and hold harmless CONTRACTOR and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of AUTHORITY or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of CONTRACTOR. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Design Professionals. To the extent CONTRACTOR is providing the services of a "design professional" as defined in California Civil Code section 2782, AUTHORITY acknowledges that CONTRACTOR's obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. CONTRACTOR shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

6.1.1 Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. CONTRACTOR shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by AUTHORITY employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. CONTRACTOR shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. CONTRACTOR shall comply immediately with all directives issued by AUTHORITY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. CONTRACTOR acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to AUTHORITY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of AUTHORITY relating to this Agreement. Violation of this paragraph by CONTRACTOR is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. CONTRACTOR shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. CONTRACTOR shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR shall indemnify and hold AUTHORITY harmless from any liability it may incur to the United States or the State of California if CONTRACTOR fails to pay or withhold, when due, all such taxes and obligations. If AUTHORITY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR shall furnish AUTHORITY with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from AUTHORITY.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by CONTRACTOR and AUTHORITY. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though AUTHORITY's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. CONTRACTOR shall provide AUTHORITY with access to CONTRACTOR's records which are reasonably necessary for AUTHORITY to review or audit CONTRACTOR's compliance with the provisions of this Agreement. CONTRACTOR shall provide such access within 10 business days after written request by AUTHORITY, either by providing copies of the requested records to AUTHORITY or allowing AUTHORITY to inspect and photocopy the records at CONTRACTOR's place of business where the records are kept. CONTRACTOR shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

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

AUTHORITY	CONTRACTOR
Napa County Housing Authority 2751 Napa Valley Corporate Dr. Bld. B Napa, CA 94558	California Human Development 3510 Unocal Place Suite 200 Santa Rosa, CA 95403

9.3 Independent Contractors. CONTRACTOR and its subconsultants, if any, are independent contractors and not agents of AUTHORITY. Any provisions of this Agreement that may appear to give AUTHORITY any right to direct CONTRACTOR concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that CONTRACTOR shall follow the direction of AUTHORITY concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 CONTRACTOR's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced

herein. No person other than AUTHORITY and CONTRACTOR shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by CONTRACTOR and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by CONTRACTOR, are for the sole use of AUTHORITY. Neither the documents nor their contents shall be released by CONTRACTOR or any subconsultant to any third party without the prior written consent of AUTHORITY. Contractor shall not disclose records or other information provided by AUTHORITY under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to CONTRACTOR, at the time it was disclosed to CONTRACTOR by AUTHORITY; (2) subsequently become publicly known through no act or omission of CONTRACTOR; or (3) otherwise become known to CONTRACTOR other than through disclosure by AUTHORITY.

9.9 Insolvency. CONTRACTOR shall notify AUTHORITY if CONTRACTOR enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AUTHORITY contract numbers and contracting offices for all AUTHORITY contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be

deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. CONTRACTOR may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without AUTHORITY's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at AUTHORITY's sole discretion. In no event shall any putative assignment create a contractual relationship between AUTHORITY and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by AUTHORITY, acting by and through the DEPARTMENT OF HOUSING & COMMUNITY SERVICES, and by CONTRACTOR through its duly authorized officer(s).

California Human Development Corporation, a California Corporation

By _____
HEATHER HENRY, CEO

California Human Development Corporation, a California Corporation

By _____
DAN WALKER, CFO

NAPA COUNTY HOUSING AUTHORITY,
a Public Housing Authority

By_____
AMBER MANFREE, Chair of the Board of Commissioners

APPROVED AS TO FORM
BY NAPA COUNTY COUNSEL

By: *Corey S. Utsurogi*
Date: 6/18/26

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR shall provide AUTHORITY with the following minimum services relating to management and day to day operations with respect to the three farm labor housing centers (collectively "Centers", individually "Center") in Napa County known as: (1) Mondavi Center, 5585 Silverado Trail (sometimes referred to as 5589 Silverado Trail), Napa), (2) River Ranch Center, 1109 Silverado Trail, St. Helena, and (3) Calistoga Center, 3996 N. St. Helena Highway, Calistoga:

DESCRIPTION OF SERVICES:

A. General: CONTRACTOR shall carry out its overall management and day-to-day operations oversight responsibilities of the Centers in accordance with this Agreement, Scope of Work (Exhibit A), CONTRACTOR Operating Budget (Exhibit B), center maintenance schedule, the requirements imposed under the grant documents of the Joe Serna, Jr. Farmworker Housing Grant Program, and all applicable federal, State, and local laws and regulations.

B. Operating Periods: As of July 1, 2026 through the term of the Agreement, CONTRACTOR shall make available to eligible farmworkers ("Lodgers") housing accommodations at the Centers excluding the periods set forth below:

Location	Open	Close	Reopen
River Ranch Center	07/01/2026	12/27/2026	01/31/2027
Calistoga Center	07/01/2026	11/29/2026	01/03/2027
Mondavi Center	07/01/2026	11/22/2026	12/27/2027

The scheduled operating period for each Center may be modified only with the prior written consent of AUTHORITY, or in case of a necessary closure due to immediate health and safety issues.

C. Staffing: CONTRACTOR shall be responsible for ensuring that appropriate and competent staff is available and in place. At a minimum, CONTRACTOR shall maintain an on-site manager and cook at each Center. The full staffing complement is:

1. Calistoga Center:

    a. On-site Manager – 100% for 11 months plus 2 weeks shutdown maintenance and opening preparation.

    b. Cook – 100% for 11 months including scheduled overtime and holiday pay.

    c. Assistant Cook/Custodian – 100% for 11 months including scheduled overtime and holiday pay.

2. River Ranch Center

    a. On-site Manager – 100% for 11 months plus 2 weeks shutdown and maintenance and opening preparation.

    b. Cook – 100% for 11 months plus scheduled overtime and holiday pay.

    c. Assistant Cook/Custodian - 100% for 11 months plus scheduled overtime and holiday pay.

3. Mondavi Center

    a. On-site Manager– 100% for 11 months plus 2 weeks shutdown and maintenance and opening preparation.

    b. Cook– 100% for 11 months including scheduled overtime and holiday pay.

    c. Assistant Cook/Custodian – 100% for 11 months plus scheduled overtime and holiday pay.

4. All Centers - Administration/Maintenance:

    Housing Director – 30% for 12 months, with responsibility for personnel and program oversight including but not limited to monitoring of revenues and expenditures to ensure they align with the allocated CONTRACTOR budget and the AUTHORITY'S food, janitorial, and household expense budgets; providing thorough monthly reports to the Housing Commission.

    b. Staff Accountant – 15% for 12 months, to provide monthly statements to AUTHORITY, on or before the 20th day following the end of each month, a Monthly Statement detailing revenue and expenses for each Center. CONTRACTOR shall submit an itemized Occupancy Report for each Center that documents projected versus actual occupancy for the preceding month and compares actual occupancy rate compared to the last three years of operation for each Center on or before the 10th of each month.

b. Maintenance Manager – 30% for 12 months, with responsibility for providing general maintenance and general repairs at all three Centers per the Job Description and maintenance requirements detailed in Scope of Work – Maintenance Requirements.

c. Administrative Assistant/ Fiscal Analyst – 100% for 12 months, to provide routine fiscal and administrative support for the Farm Worker Program under supervision of Housing Program Director.

In the event AUTHORITY determines that any of CONTRACTOR's staff is performing in an unsatisfactory manner, AUTHORITY will so notify CONTRACTOR, and CONTRACTOR shall take immediate action to remedy such unsatisfactory performance. CONTRACTOR shall be liable for any damage to the Centers caused by CONTRACTOR's staff.

D. Communication and Interface with CONTRACTOR: CONTRACTOR, through its Housing Director or designated staff, shall be responsible for working with AUTHORITY to:

1. Meet on a monthly basis and additionally throughout the year on an as-needed basis with AUTHORITY's Project Manager or designee regarding operations of the Centers to review and make recommendations to AUTHORITY concerning the annual and periodic budgets submitted with respect to the Centers, as well as applicable property management practices. Such review and recommendations shall also include rents, occupancy rates and expense projections, and review of required monthly and quarterly reports as required herein.

2. CONTRACTOR will prepare Monthly Occupancy Reports and Projections for each Center and will endeavor to take all necessary actions to achieve the occupancy levels and the corresponding rental income for each Center as projected in Operating Budget, including ensuring daily entry of available beds in GIS-based, public facing dashboard.

3. CONTRACTOR and AUTHORITY shall each designate one individual to serve as their authorized point of contact for purposes of communication, coordination, and decision-making. As of the Effective Date of this Agreement, CONTRACTOR shall designate their Housing Director and AUTHORITY shall designate their Project Manager as authorized points of contact. Each party shall promptly notify the other in writing of any changes to their designated point of contact. Such notice shall be provided no later than three (3) business days following the change, or sooner where practicable. Notification shall include the updated contact's name, title, and relevant contact information. It shall be the responsibility of designated authorized points of

contact to disseminate information within each agency related to, but not limited to, the following:

a. Routine Operations — day-to-day coordination of services, maintenance requests, and scheduling;

b. Financial Matters — invoicing, rent collection reporting, expenditure approvals, and budget reconciliation;

c. Lodger relations — complaints, lodger agreement matters, incident reports, and resident communications;

d. Compliance and Regulatory Matters — inspections, audit responses, policy updates, and legal notices;

e. Emergency Communications — urgent matters requiring immediate response, including property damage, safety incidents, or health-related emergencies.

4. Mutual Notification Obligation: Each party shall provide reasonable advance written notice to the other party prior to any planned site visit by personnel who are not employed by or directly affiliated with the AUTHORITY or CONTRACTOR. This includes, but is not limited to, third-party maintenance service providers, vendors, inspectors, consultants, contractors, regulatory representatives and any other outside personnel whose presence on the property may affect operations, or resident safety. Such notice shall be provided no less than 72 hours prior to the scheduled visit and include the name(s) of the visitors, the purpose of site visit, the anticipated date and time, area(s) of the property expected to be accessed. In circumstances where a third-party site visit is necessitated by an emergency or unforeseen condition that does not allow advance notice, the notifying party shall inform the other party as soon as reasonably practicable.

E. Food Service: CONTRACTOR shall implement a food service program so as to provide three (3) meals a day, Monday through Saturday, and a cold breakfast on Sundays, for lodgers at the Centers in accordance with applicable health and safety laws. CONTRACTOR shall utilize available low-and no-cost food from the Food Bank monthly to reduce food purchasing costs, and shall proactively coordinate with Feed It Forward for available food recovery donations. CONTRACTOR shall track and report monthly on pounds of low and no cost food purchased or donated to the Centers in the prior month through the Food Bank and Feed It Forward.

F. Rental Administration:

1. Lodger Eligibility/Lodging Agreement: CONTRACTOR shall certify upon initial lodger registration that the proposed lodger is a farmworker and provides verification in the form of a pay stub or employer letter of farmworker/agricultural employment within 30 days of initial registration. The lodger's certification and verification of employment shall be retained by CONTRACTOR with lodger's registration.

2. CONTRACTOR shall require each lodger to execute an AUTHORITY approved Lodging Agreement prior to granting a right of occupancy to the lodger.

3. Lodger Grievance Procedures: CONTRACTOR shall provide a copy of the AUTHORITY approved Grievance Procedure to each lodger upon registration.

4. Center Rules and Regulations: CONTRACTOR shall provide a copy of the AUTHORITY approved Farmworker Center Rules and Regulations and ensure compliance therewith by both staff and lodgers in their use of the Centers. The copy shall be provided to each lodger upon registration. Use of the Centers shall be limited to lodgers, CONTRACTOR and AUTHORITY staff, and users who have obtained prior AUTHORITY consent.

5. Lodger Recruitment: CONTRACTOR shall develop a comprehensive marketing plan to increase occupancy during non-peak months within thirty (30) days of the effective date of this Agreement or another date mutually agreed upon in writing, to maximize occupancy at the Centers. The marketing plan shall outline specific strategies, timelines, deliverables, and audiences including targeted advertising and interaction with prospective lodgers and employers through distribution of appropriate written (printed or digital) materials and in cooperation with the farmworker labor industry and farmworker service providers in Napa County.

6. Termination of Tenancies: CONTRACTOR shall have the right to terminate the lodger relationship for non-payment of lodging fees or just cause under applicable Federal, State and local laws or AUTHORITY approved written policies and rules and regulations. AUTHORITY shall be notified in writing of any such lodger termination.

G. Operation of Centers – Budget – Grants:

1. CONTRACTOR shall operate the Centers in accordance with this Scope of Work and the Operating Budget, including maintaining HCD required 95% occupancy thresholds. AUTHORITY may negotiate the Operating Budget in writing to correspond to revised occupancy and revenue projections for approved operating periods for the Centers and approved funding sources.

2. The budget is based on CONTRACTOR maintaining an average occupancy rate of not less than ninety five percent (95%) over the term of the Agreement, in the aggregate

for all three Centers, per the regulatory requirements of HCD. AUTHORITY shall be responsible for any deficits arising from an increase in AUTHORITY expenses as identified in AUTHORITY's approved Fiscal Year 2026/2027 Budget. The contract budget was established based on a 95% occupancy projection. Actual operations below 95% occupancy will not result in CONTRACTOR being responsible for revenue shortfall, but may result in contract scope negotiations to align operating budget to actual revenues.

3. AUTHORITY shall arrange to be billed directly for expenses as identified in CONTRACTOR'S approved Fiscal Year 2026/2027 Budget and shall pay the same when due. All other expenses associated with the operations of the Centers and identified in the budget shall be the responsibility of CONTRACTOR.

4. CONTRACTOR may perform budget line-item adjustments or transfers for each Center, as identified in Operating Budget, up to ten percent of the total original budget line-item amount, excluding budget line items for salaries. AUTHORITY will review requests within 5 business days of receipt and will not unreasonably withhold approval. Budget line-item adjustments or transfers relating to salaries, or in excess of ten percent per line item per Center of the original budget amount, must be submitted in writing to the AUTHORITY at least 30 days prior to the requested effective date of the adjustment, and will be treated as a budget modification request.

5. All budget modification requests must be approved in writing by AUTHORITY in advance of the modification. All modification requests will be made to AUTHORITY in writing, with supporting documentation, for AUTHORITY's review and approval and are subject to the provisions of Paragraph 9.16 (Amendment/Modification) of this Agreement.

6. AUTHORITY and CONTRACTOR shall work cooperatively and to the extent possible be co-applicants in to seeking grants related to the operation of the Centers, whether for capital improvements and/or operating expenses. In the event such grants are received, such funds shall be deposited with AUTHORITY, with appropriate reimbursement to CONTRACTOR if so allowed under the terms of the grant. In the event the grant terms limit deposit and use of the funds to CONTRACTOR only, then CONTRACTOR will reflect receipt and expenditure of the grant funds in its financial reporting to AUTHORITY.

7. All donations which are received by AUTHORITY or CONTRACTOR which are associated with the operations of the Centers shall be processed in accordance with adopted AUTHORITY policies.

H. Compliance with AUTHORITY Financial Policies and Procedures:

1. CONTRACTOR shall comply with adopted AUTHORITY Financial Policies and Procedures as identified below. CONTRACTOR shall also comply with the Financial Policies and Procedures as they may be amended or newly adopted in the future. AUTHORITY agrees to consult with CONTRACTOR prior to amending or newly adopting further Financial Policies and Procedures so that CONTRACTOR may remain compliant with these requirements. AUTHORITY adopted Financial Policies and Procedures as of the effective date of this Agreement are:

   a. Lodging Revenue and Deposits – May 2025

   b. Collection Monitoring – Prepaid Lodger Accounts – May 2018

   c. Collection Monitoring and Past Due Accounts – May 2018

   d. Rent Refunds –July 2007

   e. Acceptance of Donations – November 2025

   f. Petty Cash –October 2007

I. Compliance with AUTHORITY Bed Bug Policy and Procedure

CONTRACTOR shall comply with the adopted AUTHORITY Bed Bug Policy and Procedure and any future amendments or addendums to the Bed Bug Policy. AUTHORITY agrees to consult with CONTRACTOR prior to amending or newly adopting further Bed Bug Policy and Procedures so that CONTRACTOR may remain compliant with these requirements.

J. Statements:

1. Monthly Statement: CONTRACTOR shall submit to AUTHORITY, on or before the 20th day following the end of each month, a Monthly Statement detailing revenue and expenses for each Center. CONTRACTOR shall submit an itemized Occupancy Report for each Center that documents projected versus actual occupancy for the preceding month and compares actual occupancy rate compared to the last three years of operation for each Center on or before the 10th of each month.

2. Close Out Statement: CONTRACTOR shall submit to AUTHORITY a Close Out Statement, which details for each Center for the contract period all revenue received, and all accrued and paid operational expenses, on or before the 30th day following the end of the contract period. AUTHORITY shall utilize the Close Out Statement as the final revenue and expense statement for the contract period.

3. AUTHORITY and CONTRACTOR agree to meet within thirty (30) days following Effective Date of agreement or sooner, to collaborate on streamlining invoice

processing by identifying, reducing, or eliminating unnecessary paperwork related to invoice supporting documentation.

K. Maintenance/Repairs/Inspections:

1. Day to day maintenance: Centers will be inspected daily and any and all routine maintenance (e.g. general cleaning, groundskeeping, etc.) will be completed in a timely and professional manner. This applies to both the interiors and exteriors of the Centers, and improvements associated with the Centers.

2. Repairs: All necessary repairs will be performed in a timely and professional manner.

    a. Non-Emergency Repairs (or Minor Repairs) are defined as repairs that do not pose an immediate threat but could lead to further deterioration if left unaddressed. Examples include minor leaks, burnt-out lightbulbs, or squeaky floors. For non-emergency repairs reported by the AUTHORITY, lodgers, or identified by the CONTRACTOR, the CONTRACTOR shall initiate and complete such repairs within thirty (30) days from the date of notice or discovery, unless delayed by circumstances beyond the CONTRACTOR'S control (e.g. weather, availability of materials, or tenant access issues.)

    b. Major Repairs are defined as those that involve significant expenditures beyond routine upkeep, often necessary to restore a property to its intended use or comply with updated regulations. Examples include failing roof or repairing structural damage. Any major repairs or the need for the same will be reported to the AUTHORITY Project Manager or designee within 24 hours of discovery. CONTRACTOR shall collaborate with AUTHORITY to develop a scope of work, budget, and coordinate repair(s).

3. Water systems: The AUTHORITY Project Manager or designee will coordinate the services of a third-party water system operator, for the weekly, monthly, and/or annual maintenance and testing required by state law. The AUTHORITY shall maintain all necessary records. CONTRACTOR shall assure the functionality of the water system on a daily basis to ensure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party water system operator. AUTHORITY will coordinate at least a one (1) annual training between water system operator and CONTRACTOR staff regarding operation of manual generator for the water system and general water system operation.

4. Fire protection systems: The AUTHORITY Project Manager or designee will coordinate the services of a third-party fire protection system vendor, for the weekly, monthly, or annual maintenance and testing required by state law. The AUTHORITY

shall maintain all necessary records. CONTRACTOR shall assure the functionality of the fire protection systems on a daily basis to ensure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party fire protection system vendor.

5. Septic Systems: The AUTHORITY Project Manager or designee will coordinate the services of a third-party septic system vendor, for septic pumping, maintenance, and testing as required by state law. The AUTHORITY shall maintain all necessary records. CONTRACTOR shall assure the functionality of the fire protection systems on a daily basis to ensure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party septic system vendor.

6. HVAC Systems: The AUTHORITY Project Manager or designee will coordinate the services of a third-party HVAC system vendor, for preventative maintenance, inspection, and minor repairs. The AUTHORITY shall maintain all necessary records. CONTRACTOR shall assure the functionality of the HVAC systems on a routine basis to ensure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party septic system vendor.

L. Emergency Repairs:

1. CONTRACTOR shall be authorized to make or cause to be made, such emergency repairs to the Centers as may be advisable or necessary to provide for the preservation of the structures and improvements from imminent damage, the health and safety of the lodgers, or protection of the lodgers' property. CONTRACTOR shall be limited to expenditures of up to $2,000 per Center over the term of this Agreement for such repairs without obtaining AUTHORITY's prior written approval.

2. CONTRACTOR shall not make any repairs or purchase any supplies or labor related to emergency repairs without prior written approval of AUTHORITY if the cost exceeds the foregoing $2,000 limitation.

3. Any costs associated with repairs caused by a lack of required performance or negligence by CONTRACTOR under this Agreement with the exception of deferred maintenance shall be charged back to CONTRACTOR and costs will not be approved for reimbursement to CONTRACTOR from AUTHORITY.

4. CONTRACTOR, with AUTHORITY approval, will maintain a list of qualified vendors and subcontractors qualified to perform emergency repairs.

5. CONTRACTOR shall address emergency repairs within 24 hours of report.

M. Reporting Requirements: CONTRACTOR shall assist AUTHORITY in meeting its State reporting obligations.

N. CONTRACTOR's Employee Housing: CONTRACTOR is granted a license to utilize the units described below at the Centers for employees of CONTRACTOR in conjunction with those employees' services provided at those Centers. Compensation to AUTHORITY for this license shall be as identified in Operating Budget under "Staff Rental Revenue". Use of such units under this license shall be subject to applicable regulations as provided in this Agreement. The units for which the license is granted are as follows:

1. Calistoga Center – One 2 bedroom apartment on the ground floor of the "Carriage House", and one 2 bedroom apartment on the second floor of the "Carriage House".

2. Mondavi Center – One 2 bedroom apartment and one 1 bedroom apartment at the "Mobile Home".

3. River Ranch Center – Two 2 bedroom apartments at the Center and one 1 bedroom apartment.

O. Capital Planning: CONTRACTOR will assist AUTHORITY in coordinating the preparation and implementation of an annual Capital Improvement Plan for the Centers.

1. A capital improvement shall be defined as any substantial addition, alteration, or enhancement to the property that increases its value or extends its useful life. The CONTRACTOR shall undertake capital improvement work with written authorization from AUTHORITY.

2. CONTRACTOR shall comply with adopted AUTHORITY Capital Improvement Policy and Procedure. AUTHORITY agrees to consult with CONTRACTOR prior to amending or newly adopting further Capital Improvement Policy and Procedure so that CONTRACTOR may remain compliant.

P. Permits and Licenses: Except for agreed-upon program licenses and certifications, CONTRACTOR, at its sole expense, shall obtain and maintain during the term of this Agreement, all required business and professional permits, licenses and certificates as may be necessary to carry out its obligations under this Agreement.

Q. Utilities: CONTRACTOR shall immediately notify AUTHORITY of any failure/interruption/break down of all utilities serving the Centers.

1. Waste management: CONTRACTOR shall implement and maintain a comprehensive waste management program that prioritizes waste reduction, proper

sorting, and environmental education. All waste management activities shall comply with applicable laws and regulations. The CONTRACTOR shall provide periodic reports on waste reduction efforts and sorting compliance.

2. Electricity and gas: CONTRACTOR shall utilize energy-efficient equipment and practices to minimize electricity and gas consumption. The CONTRACTOR shall collaborate with AUTHORITY to track utility usage and CONTRACTOR will provide periodic reports detailing consumption trends and cost-saving recommendations.

Q. Maintenance Requirements

CONTRACTOR shall provide a Building Maintenance Manager to oversee general maintenance and repairs of the three Centers.

1. All maintenance and repair of the Centers will be performed in compliance with:
    a. applicable local, state, and federal laws as well as funding source regulations;
    b. OHSA and CONTRACTOR safety standards;
    c. inventory control policies and procedures utilizing property management software.
2. CONTRACTOR will take a preventative maintenance approach to reduce need for emergency maintenance as much as possible, with a focus on fixtures and assets (including capital assets) with critical function, which all residents (lodgers and staff) deeply rely on such as toilets, faucets, showers, plumbing system, and residential water heaters (excluding radiant heat boilers). Not all-inclusive list.
3. CONTRACTOR shall provide a detailed scope of work for all maintenance repairs that exceed $2,000, including breakdown of estimated costs, required time, and necessary materials. The CONTRACTOR shall submit the scope of work to AUTHORITY prior to commencing any maintenance repair. Any deviations from the approved scope, budget, or timeline must be documented and authorized by AUTHORITY in writing.
4. Preventative Maintenance, Replacement, and Repair includes but is not limited to:
    a. General: tile and hardwood floors, carpeting, walls and ceilings, fans, windows and screens, blinds and shades, doors, lighting fixtures and bulbs, filters, painting (interior & exterior), common area furnishings, boilers.

b. Bathroom: sink and drain leaks, bath and shower leaks, toilets, shower heads, faucets, grouting, cabinets and drawers, exhaust fans, vanity top and mirror, floors, lighting.

c. Kitchen: sink and drain, garbage disposal, countertops, pantry, cabinetry, exhaust fans, lighting, appliances;

d. Bedrooms: blinds, smoke/co2 alarms, light fixtures and bulbs, wall base, wall plates, window screens, doors, flooring.

e. Additional: signage, smoke detector/carbon monoxide batteries, patio/deck, stairs, gutters, downspouts, landscaping, parking lot.

5. Service Request: All maintenance requests are handled by the use of a Work Order and must include:

   a. CONTRACTOR name, address, and contact information;

   b. Location: Name of Center and address;

   c. Service Information: Work Order Number, Status (Complete, Incomplete), Created By, Date Submitted;

   d. Scheduling Information: assigned to (name of employee), priority status, date time scheduled, actual completion date/time;

   e. Request Details: entry notes, issue description, parts and equipment needed, work notes, service comments, actions performed, time worked, start time, end time, time worked comments, parts used, date completed, and signature(s).

   f. Work Orders must be submitted to AUTHORITY monthly.

   g. Lodgers and Staff must have equitable methods to report maintenance or repair. Maintenance Managers contact information will be posted throughout the Centers (including dorm units, cafeteria, laundry room, and office)

   h. All service request are handled on a one-call basis except when parts are required or professional services are required.

6. CONTRACTOR will create Preventative Maintenance Inspection Charts (Charts) and provide Charts to the AUTHORITY on a monthly basis. Charts include:

   a. Weekly Maintenance

   b. Monthly Maintenance

c. Quarterly Maintenance

d. Semi-Annual Maintenance

e. Annual Maintenance

7. CONTRACTOR will perform semi-annual inspections of common areas, staff units, and grounds, and semi-annual inspections of lodger units to ensure compliance with applicable local, state and federal laws as well as funding source regulations. Inspections shall be scheduled with AUTHORITY staff so that inspections are performed together with CONTRACTOR and AUTHORITY staff present to support swift identification and action on any discovered remediation needs.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of AUTHORITY 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.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

See Attachment B-1.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. CONTRACTOR shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by CONTRACTOR with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Exhibit B-1
Agreement No.
270072B (NCHA)

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
BUDGET - COMPARISON

DESCRIPTION		FY 2026 - 2027	FY 2025 - 2026 Current Year	Change	% of Change
REVENUE					
Resident Rental Revenue		$ 1,072,170.00	$ 1,015,740.00	$ 56,430.00	6%
Food Service Revenue Offset		$ -		$ -	0%
Staff Rental Revenue		37,800.00	35,280.00	2,520.00	
TOTAL REVENUE		$ 1,109,970.00	$ 1,051,020.00	$ 58,950.00	6%
EXPENSES	##				
SALARIES & WAGES					
Housing Division Director		$ 32,742.00	$ 19,410.00	$ 13,332.00	69%
Staff Accountant - Direct		$ 12,606.00		$ 12,606.00	100%
Administrative Assistant		55,518.00	51,868.00	3,650.00	7%
Maintenance Manager		24,798.00	30,893.00	(6,095.00)	-20%
Mondavi On-Site Manager		75,676.00	70,699.00	4,977.00	7%
On Site Managers Calistoga/River Ranch		151,352.00	141,398.00	9,954.00	7%
Cook		173,313.00	158,930.00	14,383.00	9%
Custodian		164,073.00	150,360.00	13,713.00	9%
TOTAL SALARIES & WAGES		$ 690,078.00	$ 623,558.00	$ 66,520.00	11%
FRINGE BENEFITS & EMPLOYER PR TAXES		$ 258,775.00	$ 264,272.00	$ (5,497.00)	-2%
TOTAL PERSONNEL EXPENSE		$ 948,853.00	$ 887,830.00	$ 61,023.00	7%
OPERATING EXPENSE					
Communication		$ 5,568.00	$ 5,616.00	$ (48.00)	-1%
Contract Services - Equipment		3,103.00	6,504.00	(3,401.00)	-52%
Contract Services - Maintenance		20,487.00	22,350.00	(1,863.00)	-8%
Information Technology		20,615.00	27,701.00	(7,086.00)	-26%
Insurance		8,530.00	11,114.00	(2,584.00)	-23%
Other Expenses - See Detail		13,953.00	14,345.00	(392.00)	-3%
Food Services		-	-	-	100%
Supplies - Maintenance		20,000.00	15,001.00	4,999.00	33%
Supplies - Office		2,000.00	2,000.00	-	0%
Training & Certification		627.00	600.00	27.00	4%
Travel		9,232.00	9,180.00	52.00	1%
TOTAL OPERATING EXPENSE		$ 104,115.00	$ 114,411.00	$ (10,296.00)	-9%
TOTAL DIRECT EXPENSES		$ 1,052,968.00	$ 1,002,241.00	$ 50,727.00	5%
TOTAL INDIRECT EXPENSE		$ 157,945.00	$ 150,336.00	$ 7,609.00	5%
TOTAL		$ 1,210,913.00	$ 1,152,577.00	$ 58,336.00	5.1%

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
BUDGET - SITE DETAIL

DESCRIPTION	Calistoga Budget	Mondavi Budget	River Ranch Budget	FY 2026 - 2027 Budget
REVENUE				
Resident Rental Revenue	$ 357,390.00	$ 357,390.00	$ 357,390.00	**$ 1,072,170.00**
Food Service Revenue Offset	$ -	$ -	$ -	**$ -**
Staff Rental Revenue	10,800.00	10,800.00	16,200.00	**37,800.00**
TOTAL REVENUE	**$ 368,190.00**	**$ 368,190.00**	**$ 373,590.00**	**$ 1,109,970.00**
EXPENSES				
SALARIES & WAGES				
Housing Division Director	10,914.00	10,914.00	10,914.00	**32,742.00**
Staff Accountant - Direct	4,202.00	4,202.00	4,202.00	**12,606.00**
Administrative Assistant	18,504.00	18,504.00	18,510.00	**55,518.00**
Maintenance Manager	8,266.00	8,266.00	8,266.00	**24,798.00**
Regional On-Site Manager	75,676.00	-	-	**75,676.00**
On-Site Manager	-	75,676.00	$75,676	**151,352.00**
Cook	58,050.00	56,888.00	58,375.00	**173,313.00**
Custodian	55,074.00	55,635.00	53,364.00	**164,073.00**
TOTAL SALARIES & WAGES	**$ 230,686.00**	**$ 230,085.00**	**$ 229,307.00**	**$ 690,078.00**
FRINGE BENEFITS & EMPLOYER PR TAXES	**$ 92,832.00**	**$ 77,532.00**	**$ 88,411.00**	**$ 258,775.00**
TOTAL PERSONNEL EXPENSE	**$ 323,518.00**	**$ 307,617.00**	**$ 317,718.00**	**$ 948,853.00**
OPERATING EXPENSE				
Communication	$ 1,856.00	$ 1,856.00	$ 1,856.00	**$ 5,568.00**
Contract Services - Equipment	1,034.00	1,034.00	1,035.00	**3,103.00**
Contract Services - Maintenance	6,712.52	6,820.16	6,954.32	**20,487.00**
Information Technology	5,980.00	7,316.00	7,319.00	**20,615.00**
Insurance	2,843.00	2,843.00	2,844.00	**8,530.00**
Other Expenses - See Detail	4,646.00	4,647.00	4,660.00	**13,953.00**
Food Services	-	-	-	**-**
Supplies - Janitorial	-	-	-	**-**
Supplies - Kitchen	-	-	-	**-**
Supplies - Maintenance	6,666.00	6,666.00	6,668.00	**20,000.00**
Supplies - Office	667.00	667.00	666.00	**2,000.00**
Training & Certification	175.00	276.00	176.00	**627.00**
Travel	3,548.00	2,899.00	2,785.00	**9,232.00**
TOTAL OPERATING EXPENSE	**$ 34,127.52**	**$ 35,024.16**	**$ 34,963.32**	**$ 104,115.00**
TOTAL DIRECT EXPENSES	**$ 357,645.52**	**$ 342,641.16**	**$ 352,681.32**	**$ 1,052,968.00**
TOTAL INDIRECT EXPENSE	**$ 53,647.00**	**$ 51,396.00**	**$ 52,902.00**	**$ 157,945.00**
TOTAL	**$ 411,292.52**	**$ 394,037.16**	**$ 405,583.32**	**$ 1,210,913.00**

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule A
Revenue

REVENUE $1,109,970

Revenue						$ 1,109,970.00
Revenue includes operational revenue as described in the budget narrative.						
Resident Rental Revenue						
Site	**Description**	**Resident Rent per Bed Night**	**Estimated Bed Nights**		**Total Revenue**	1,072,170.00
Calistoga		19.00	18,810.00	33.33%	357,390.00	
Mondavi		19.00	18,810.00	33.33%	357,390.00	
River Ranch		19.00	18,810.00	33.34%	357,390.00	
	0.15					
		Total Bed Nights:	56,430.00	100.00%		
Food Service - Revenue Offset	0.00					-
Calistoga				33.33%	-	
Mondavi				33.33%	-	
River Ranch				33.34%	-	
				100.00%		
Staff Rental Revenue						
Site	**Description**	**# of units**	**Estimated # of months**	**Monthly Rent**	**Total Revenue**	37,800.00
Calistoga	Revenue determined by number	1.00	12.00	450.00	5,400.00	
Calistoga	of utilized rental units multiplied	1.00	12.00	450.00	5,400.00	
Mondavi	by $450 per month.	1.00	12.00	450.00	5,400.00	
Mondavi		1.00	12.00	450.00	5,400.00	
River Ranch		1.00	12.00	450.00	5,400.00	
River Ranch		1.00	12.00	450.00	5,400.00	
River Ranch		1.00	12.00	450.00	5,400.00	
0	0	0				

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule B
Salaries Wages

Salaries & Wages

Wage Increase (not including Cooks/Custodians) 5%

Wage Increase Cooks/Custodians 6%

POSITION	NAME		Operational Schedule		Dates of Employment	Grade - Wage Range	Current Hourly Pay	Revised Hourly Pay (0.05 / 0.06)	Bi-Weekly Salary	Bi-Weekly Pay Periods	Days	Hours per Day	Total Scheduled Hours	Annual Wages - Salary	Program Allocation	TOTAL - NCHA $
Housing Division Director					07/01/26 - 06/30/27	N/A	$49.97	$52.47	$4,197.48	26.00				$109,135	30%	$32,742
Staff Accountant - Direct					07/01/26 - 06/30/27	N/A	$38.48	$40.40	$3,232.32	26.00				$84,041	15%	$12,606
Administrative Assistant					07/01/26 - 06/30/27	N/A	$25.42	$26.69	$1,708.22	26.00				$55,517	100%	$55,518
Regional Maintenance Manager					07/01/26 - 06/30/27	N/A	$37.85	$39.74	$3,179.40	26.00				$82,664	30%	$24,798
On-Site Manager (Calistoga)		Center operations, start up & close down	235	days	07/01/26 - 06/30/27	N/A	$34.65	$36.38	$2,910.60	20.00				$58,212		
		Non-Working Holiday Pay	2	days										$0		
		Vacation							$2,910.60	6.00				$17,464		
		Sunday	48	days										$0		
Subtotal:			285	days						26.00	pay periods			$75,676	100%	$75,676
On-Site Manager (Mondavi)		Center operations, start up & close down	233	days	07/01/26 - 06/30/27	N/A	$34.65	$36.38	$2,910.60	20.00				$58,212		
		Non-Working Holiday Pay	-	days										$0		
		Vacation							$2,910.60	6.00				$17,464		
		Sunday	48	days										$0		
Subtotal:			281	days						26.00	pay periods			$75,676	100%	$75,676
On-Site Manager (River Ranch)		Center operations, start up & close down	235	days	07/01/26 - 06/30/27	N/A	$34.65	$36.38	$2,910.60	20.00				$58,212		
		Non-Working Holiday Pay	1	days										$0		
		Vacation							$2,910.60	6.00				$17,464		
		Sunday	48	days										$0		
Subtotal:			284	days						26.00	pay periods			$75,676	100%	$75,676
Cook (Calistoga)		Center operations, start up & close down	226	days	07/01/26 - 11/29/26 -- 1/3/27 - 06/30/27	N/A	$19.95	$21.15			226.00	8.00	1,808.00	$38,239		
		Center operations-overtime	48	days				$31.73			48.00	8.00	384.00	$12,184		
		Center operations-holiday pay	10	days				$42.30			10.00	8.00	80.00	$3,384		
		Non-Working Holiday Pay	3	days				$21.15			3.00	8.00	24.00	$508		
		Vacation Pay						$21.15			22.00	8.00	176.61	$3,735		
Subtotal:			287	days							309.00	days	2,472.61	$58,050	100%	$58,050
Cook (Mondavi)		Center operations, start up & close down	227	days	07/01/26 - 11/22/26 -- 12/27/26 - 06/30/27	N/A	$19.96	$21.16			227.00	8.00	1,816.00	$38,427		
		Center operations-overtime	47	days				$31.74			47.00	8.00	376.00	$11,934		
		Center operations-holiday pay	9	days				$42.32			9.00	8.00	72.00	$3,047		
		Non-Working Holiday Pay	4	days				$21.16			4.00	8.00	32.00	$677		
		Vacation Pay						$21.16			17.00	8.00	132.46	$2,803		
Subtotal:			287	days							304.00	days	2,428.46	$56,888	100%	$56,888
Cook (River Ranch)		Center operations, start up & close down	226	days	07/01/26 - 12/27/26 -- 1/31/27 - 06/30/27	N/A	$19.95	$21.15			226.00	8.00	1,808.00	$38,239		
		Center operations-overtime	48	days				$31.73			48.00	8.00	384.00	$12,184		
		Center operations-holiday pay	12	days				$42.30			12.00	8.00	96.00	$4,061		
		Non-Working Holiday Pay	1	days				$21.15			1.00	8.00	8.00	$169		
		Vacation Pay						$21.15			22.00	8.00	176.00	$3,722		

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule B
Salaries Wages

Salaries & Wages

Wage Increase (not including Cooks/Custodians) 5%

Wage Increase Cooks/Custodians 6%

POSITION	NAME		Operational Schedule		Dates of Employment	Grade - Wage Range	Current Hourly Pay	Revised Hourly Pay (0.05 / 0.06)	Bi-Weekly Salary	Bi-Weekly Pay Periods	Days	Hours per Day	Total Scheduled Hours	Annual Wages - Salary	Program Allocation	TOTAL - NCHA $
Subtotal:			287	days							309.00	days	2,472.00	$58,375	100%	$58,375
Custodian (Calistoga)		Center operations, start up & close down	231	days	07/01/26 - 11/29/26 -- 1/3/27 - 06/30/27	N/A	$18.93	$20.07			231.00	8.00	1,848.00	$37,089		
		Center operations-overtime	48	days			18.93	$30.11			48.00	8.00	384.00	$11,562		
		Center operations-holiday pay	10	days				$40.14			10.00	8.00	80.00	$3,211		
		Non-Working Holiday Pay	3	days				$20.07			3.00	8.00	24.00	$482		
		Vacation Pay						$20.07			17.00	8.00	136.00	$2,730		
($42,000) No Cost Allocation FTE																
Subtotal:			292	days							309.00	days	2,472.00	$55,074	100%	$55,074
Custodian (Mondavi)		Center operations, start up & close down	230	days	07/01/26 - 11/22/26 -- 12/27/26 - 06/30/27	N/A	$18.93	$20.07			230.00	8.00	1,840.00	$36,929		
		Center operations-overtime	47	days				$30.11			47.00	8.00	376.00	$11,321		
		Center operations-holiday pay	11	days				$40.14			11.00	8.00	88.00	$3,532		
		Non-Working Holiday Pay	2	days				$20.07			2.00	8.00	16.00	$321		
		Vacation Pay						$20.07			22.00	8.00	176.00	$3,532		
Subtotal:			290	days							312.00	days	2,496.00	$55,635	100%	$55,635
Custodian (River Ranch)		Center operations, start up & close down	230	days	07/01/26 - 12/27/26 -- 1/31/27 - 06/30/27	N/A	$18.29	$19.39			230.00	8.00	1,840.00	$35,678		
		Center operations-overtime	48	days				$29.09			48.00	8.00	384.00	$11,171		
		Center operations-holiday pay	12	days				$38.78			12.00	8.00	96.00	$3,723		
		Non-Working Holiday Pay	1	days				$19.39			1.00	8.00	8.00	$155		
		Vacation Pay						$19.39			17.00	8.00	136.00	$2,637		
Subtotal:			291	days							308.00	days	2,464.00	$53,364	100%	$53,364
														$895,772		$690,078
														$1,380,157		

WORKERS COMP	6010		35,585
GROUP INSURANCE	6020		164,181
403b Employer	6040		3,658
UI	6110		2,558
FICA	6120		42,789
FICA MED	6130		10,004
TOTAL FRINGE BENEFITS		$ 517,545	$ 258,775
TOTAL WAGES & FRINGE BENEFITS:		$1,413,317	$ 948,853

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule C
Fringe Benefits - Workers Comp Insurance

Workers Comp Insurance

POSITION		Total Scheduled Hours	Worker's Comp Wages	Worker's Comp Code	Current Base Rate	Projected Rate with Exp Mod	Projected Rate with Risk Adjstmnt	Estimated Annual Workers Comp	Estimated Annual Workers Comp	NCHA - TOTALS
					Projected Experience Mod Rate:	1.53	Risk Adjustment Rate:		-29.00%	$
Housing Division Director	Annual Wages		109,135.48							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
Subtotal:	Net Workers Comp Wages		$ 109,135.48	8740	2.0600%	3.1518%	2.2378%	$2,442.00	$2,442.00	$732
Staff Accountant - Direct	Annual Wages		$84,041							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
Subtotal:	Net Workers Comp Wages		$84,041	8810	0.4300%	0.6579%	0.4671%	$393.00	$393.00	$60
Administrative Assistant	15%		55,517.28							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
Subtotal:	Net Workers Comp Wages		$ 55,517.28	8810	0.4300%	0.6579%	0.4671%	$259.00	$259.00	$258
Regional Maintenance Manager	Annual Wages		82,664.40							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
Subtotal:	Net Workers Comp Wages		$ 82,664.40	9007	6.7400%	10.3122%	7.3217%	$6,052.00	$6,052.00	$1,815
On-Site Manager	Annual Wages		75,676.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages		$ 75,676.00	9011	6.9900%	10.6947%	7.5932%	$5,746.00	$5,746.00	$5,745
On-Site Manager	Annual Wages		75,676.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages		$ 75,676.00	9011	6.9900%	10.6947%	7.5932%	$5,746.00	$5,746.00	$5,746
On-Site Manager	Annual Wages		75,676.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	0	-	$ 75,676.00	9011	6.9900%	10.6947%	7.5932%	$5,746.00	$5,746.00	$5,746

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule C
Fringe Benefits - Workers Comp Insurance

Workers Comp Insurance

POSITION		Total Scheduled Hours	Worker's Comp Wages	Worker's Comp Code	Current Base Rate	Projected Rate with Exp Mod	Projected Rate with Risk Adjstmnt	Estimated Annual Workers Comp	Estimated Annual Workers Comp	NCHA - TOTALS
					Projected Experience Mod Rate:	1.53	Risk Adjustment Rate:		-29.00%	$
Cook	Workers Comp Wages		53,988.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 53,988.00	9083	4.5400%	6.9462%	4.9318%	$2,663.00	$2,663.00	$2,663
Cook	Workers Comp Wages		52,910.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 52,910.00	9083	4.5400%	6.9462%	4.9318%	$2,609.00	$2,609.00	$2,609
Cook	Workers Comp Wages		54,313.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 54,313.00	9083	4.5400%	6.9462%	4.9318%	$2,679.00	$2,679.00	$2,679
Custodian	Workers Comp Wages		51,219.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 51,219.00	9083	4.5400%	6.9462%	4.9318%	$2,526.00	$2,526.00	$2,526
Custodian	Workers Comp Wages		51,860.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 51,860.00	9083	4.5400%	6.9462%	4.9318%	$2,558.00	$2,558.00	$2,558
Custodian	Workers Comp Wages		49,639.00							
	Cell Phone		-							
	Medical Cafeteria Contributions		-							
	Annual Value of Apartment Rental		-							
Subtotal:	Net Workers Comp Wages	-	$ 49,639.00	9083	4.5400%	6.9462%	4.9318%	$2,448.00	$2,448.00	$2,448
			$ 872,315						**$41,867**	**$35,585**

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUUNTY FARMWORKER HOUSING CENTERS
Schedule C
Fringe Benefits - Group Insurance

Group Insurance

POSITION		Estimated Kaiser HMO - Employer Costs	Estimated Kaiser HMO - Employee Co-Pay	Estimated Kaiser HRA - Employer Costs	Estimated Kaiser HRA - Employee Co-Pay	Estimated WHA - Employer Costs	Estimated Vision - Employer Costs	Estimated Vision - Employee Co-Pay	Estimated Dental - Employer Costs	Estimated Dental - Employee Co-Pay	Estimated Medical - Other Employer Costs	Estimated CHD Self Funded Medical Insurance	Subtotal Estimated Medical Costs	Estimated Employer Annual Increase	Estimated Employee Annual Increase	ESTIMATED ANNUAL EMPLOYER GROUP INSURANCE		NCHA - TOTALS
		Estimated % of increase:		WHA	15.00%	Kaiser HRA	15.00%	Kaiser HMO	15.00%		Dental	7.00%						$
								Vision	7.00%		Other	0.00%						
Housing Division Director		-		-		-	87		-		-		87	-	-	87		$27
Staff Accountant - Direct		-		-		8,802	87		126		-		9,015	-	-	9,015		$1,353
Administrative Assistant		12,746		-		-	87		445		-		13,278	-	-	13,278	#	13,280
Regional Maintenance Manager		12,746		-		-	128		764		-		13,638	-	-	13,638		$4,092
											-		-					
On-Site Manager		-		-		22,006	187		1,096		-		23,289	-	-	23,289		$23,289
On-Site Manager		12,746		-		-	87		445		-		13,278	-	-	13,278		$13,278
On-Site Manager	15%	22,305		-		-	126		724		-		23,155	-	-	23,155		$23,155
											-		-					
Cook		-		-		22,006	187		278		-		22,471	-	-	22,471		$22,471
Cook		12,746		-		-	126		445		-		13,317	-	-	13,317		$13,317
Cook		12,746		-		-	187		1,096		-		14,029	-	-	14,029		$14,029
											-		-					
Custodian		-		-		8,802	87		445		-		9,334	-	-	9,334		$9,334
Custodian		12,746		-		-	87		445		-		13,278	-	-	13,278		$13,278
Custodian		12,746		-		-	87		445		-		13,278	-	-	13,278		$13,278
		$111,527	$0	$0	$0	$61,616	$1,550	$0	$6,754	$0	$0	$0	$181,447	$0	$0	$181,447		$164,181

Total Employer: $181,447

FYE 6-30-2026 Actual Employer Costs:

Housing Division Director	Gabby			-	-		82		-	-	-	-	82			82
Staff Accountant - Direct	Mike					7,654	82		118				7,854			7,854
Administrative Assistant	Taryn	11,083					82		416		-	-	11,581			11,581
Regional Maintenance Manager	Jose	11,083					120		714	-	-	-	11,917			11,917
											-		-			-
	0	-									-					-
On-Site Manager	Erwin		-			19,136	174	-	1,025		-		20,335			20,335
On-Site Manager	Maria C	11,083	-				82	-	416	-	-		11,581			11,581
On-Site Manager	Jose SC	19,395	-				118	-	677	-	-		20,190			20,190
											-					-
Cook	August	-	-			19,136	174	-	260	-	-		19,570			19,570
Cook	Estwar	11,083	-				118		416		-		11,617			11,617
Cook	Hugo	11,083					174		1,025		-		12,282			12,282
											-					-
Custodian	Leticia					7,654	82		416		-		8,152			8,152
Custodian	Sierra	11,083					82		416	-	-		11,581			11,581
Custodian	Maria	11,083					82		416		-		11,581			11,581
		96,978	-	-	-	53,580	1,450	-	6,313	-	-	-	158,321	-	-	158,321
		111,524	-	-	-	61,617	1,552	-	6,755	-	-	-				181,448
		$3	$0	$0	$0	($1)	($2)	$0	($1)	$0	$0					
																$23,126

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule C
Fringe Benefits - 403(b) Retirement Plan

403(b) Plan		DOH	As of 12-31-2026	Employee 403b % or $	Employee Annual 403(b) Contribution 3%	Factor	Employer Match	Anniversary Contribution	Total Employer 403(b) Contribution	NCHA - TOTALS
POSITION	NAME				3.00%					$
Housing Division Director	Valencia, Gabriela	5/23/2005	21 years	3%	$3,274.06	25.00%	$818.52	$300.00	$1,118.52	$336
Staff Accountant - Direct	Whitt, Mike	1/22/2024	2 years	3%	$2,521.24	7.00%	$176.49	$0.00	$176.49	$27
Administrative Assistant	Skott, Taryn	9/15/2025	1 year	3%	$1,665.52	5.00%	$83.28		$83.28	$84
Regional Maintenance Manager	Lopez, Jose	3/7/2011	15 years	3%	$2,479.93	20.00%	$495.99	$250.00	$745.99	$225
On-Site Manager	Montoya, Erwin	6/1/2023	3 years	3%	$2,270.28	7.00%	$158.92		$158.92	$159
On-Site Manager	Cervantes, Maria	9/1/2024	2 year	3%	$2,270.28	7.00%	$158.92		$158.92	$159
On-Site Manager	Servin Cervantes, Jose	15%	6 years	$2,600	$2,600.00	15.00%	$390.00	$150.00	$540.00	$540
Cook	Lopez, Agustin	12/31/2015	11 years	3%	$1,741.50	20.00%	$348.30	$200.00	$548.30	$548
Cook	Cervantes Rubio, Estwar	8/1/2023	3 years	3%	$1,706.64	7.00%	$119.46		$119.46	$119
Cook	Munoz, Hugo	2/14/2011	15 years	3%	$1,751.25	20.00%	$350.25	$250.00	$600.25	$600
Custodian	Munoz, Leticia	2/14/2022	4 years	3%	$1,652.22	10.00%	$165.22		$165.22	$165
Custodian	Sierra, Martin	2/6/2009	17 years	3%	$1,669.05	20.00%	$333.81	$250.00	$583.81	$584
Custodian	Leon, Maria	6/21/2023	3 years	3%	$1,600.92	7.00%	$112.06		$112.06	$112
					$27,203			$1,400	$5,111	$3,658
										$3,658
									Rounding	$0

05-09		150
09.1 - 14		200
14.1 - 19		250
19.1 - 24		300
		max
less than 2	5%	$1,000
2 less than 4	7%	$1,500
4 less than 6	10%	$2,000
6 less than 8	15%	$3,000
8 less than 20	20%	$4,000
20 less than 29	25%	$5,000
29 ;ess tjam 39	30%	$6,000
39 plus	35%	$7,000

0 0 0

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

OPERATING EXPENSES $104,115

Communication $5,568

Communication expense includes services for cell phones and office internet at all sites

Cell Phones - Oversight:

Site	Staff Person	Site Allocation	Estimated Cost per Month	# of Months	Total Cell Phones
Calistoga	0.15	100%	45.00	12	540
Mondavi	On-Site Manager	100%	45.00	12	540
River Ranch	On-Site Manager	100%	45.00	12	540
Calistoga	Cook	100%	45.00	12	540
Mondavi	Cook	100%	45.00	12	540
River Ranch	Cook	100%	45.00	12	540
Calistoga	Assist Cook/Janitor	100%	45.00	12	540
Mondavi	Assist Cook/Janitor	100%	45.00	12	540
River Ranch	Assist Cook/Janitor	100%	45.00	12	540
	Regional Maintenance Manager @ 30%		14.00		-
Calistoga		33.33%	4.67	12	56
Mondavi		33.33%	4.67	12	56
River Ranch		33.34%	4.67	12	56
	Admin Assistant/Fiscal Analyst		45.00		
Calistoga		33.33%	15.00	12	180
Mondavi		33.33%	15.00	12	180
River Ranch		33.34%	15.00	12	180

(No charge Director or Staff Accountant)

Contract Services - Equipment - Oversight: $3,103

Contract services includes expense for copier/scanner located at the River Ranch site and lease expense for equpment for internet connectivity

Estimated contract services expense is determined by the cost of the current equipment lease agreement between CHD and Caltronics by number copier/printers by site

Site	Site Allocation	Estimated Cost per Month	# of Months	Total Contract Services
($99,300 /32) One Copier/Printer		258.59		
Calistoga	33.33%	86.19	12	1,034
Mondavi	33.33%	86.19	12	1,034
River Ranch	33.34%	86.21	12	1,035

Estimated contract services expense is determined by lease held with Cisco Meraki systems for equipment for internet connectivity

Site	Site Allocation	Estimated Cost per Month	# of Months	Total Contract Services
($42,000) No Cost Allocation FYE 6-30-2027		-		
Calistoga	33.33%	-	12	-
Mondavi	33.33%	-	12	-
River Ranch	33.34%	-	12	-

Contract Services - Maintenance $20,487

Maintenance - Contract Services includes expense for contracting for repair and/or service for kitchen, landscape, office, and fire system equipment and overall system maintenance and repair of HVAC, plumbing, electrical, and septic systems

Site	Description	Estimated Cost per Month	# of Months	Total Maintenance - Equipment
Food Service:				
Calistoga	Annual maintenance inspection & service of kitchen equipment (refrigerations, freezers, stoves/ovens, dishwashers, steam tables & ice machines	500.00	1	500
Mondavi		500.00	1	500
River Ranch		500.00	1	500
Calistoga	Annual maintenance of oven hood system	1,200.00	1	1,200
Mondavi		1,200.00	1	1,200
River Ranch		1,200.00	1	1,200

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

Maintenance:				
Calistoga	Work to be completed includes tasks not to be completed by Regional Maintenance Manager, such as structural repairs, electrical or plumbing repairs; and maintenance & repair of landscaping equipment;	-	12	-
Mondavi		-	12	-
River Ranch		-	12	-
Calistoga	Additional Trash Services at Site close down.	-	1	-
Mondavi		-	1	-
River Ranch		-	1	-
Calistoga	Repair & maintenance of water systems	-	3	-
Mondavi		-	3	-
River Ranch		-	3	-
Calistoga	Pest Control	417.74	12	5,013
Mondavi		426.68	12	5,120
River Ranch		437.86	12	5,254

Information Technology - Oversight $20,615

Information technology (IT) includes expenses related to software licensing, web hosting, network management services, which are required for CHD to operate within today's technological environment

Software Licensing: $5,898

Site	Description	Estimated Annual Cost	Site Allocation	Total Cost
	Microsoft Office 365 ($12,489/127*10)	983.00		
Calistoga			33.33%	328
Mondavi	A subscription service providing Users with up-to-date Microsoft applications (Outlook, Word, Excel, PPT, OneDrive, SharePoint & Teams)		33.33%	328
River Ranch			33.34%	328
	Microsoft Azure ($46,524/127*10)	3,663.00		
Calistoga			33.33%	1,221
Mondavi	A fast, flexible, and affordable platform, that allows Users to connect their devices to the cloud using solutions to that integrate with CHD's network infrastructure. Such as Mail Server, File Server, Active Directory.		33.33%	1,221
River Ranch			33.34%	1,222
	Adobe Acrobat Pro ($1,774/127*10)	140.00		
Calistoga			33.33%	47
Mondavi	Software utilized to view, create, manipulate, print and manage PDF files, including e-signature		33.33%	47
River Ranch			33.34%	47
	Accufund ($11,453 * 9.68% FTE)	1,109.00		
Calistoga	Accounting software utilized to record and track revenue and expenses for CHD's programs & contracts		33.33%	369
Mondavi			33.33%	370
River Ranch			33.34%	370

Web Hosting: $0

Site	Description	Estimated Annual Cost	Site Allocation	Total Cost
	WP Engine ($1,150) No Cost Allocation FY 26/27	-		
Calistoga			33.33%	-
Mondavi	CHD domain hosting for website; application allowes Users to access CHD's website		33.33%	-
River Ranch			33.34%	-
		-		

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

Network Management Services:					$12,047
Site	Description	Estimated Annual Cost	Site Allocation	Total Cost	
	Medicus IT Monitoring Managed Services ($153,000\127*10)	12,047.00			
Calistoga			33.33%	4,015	
Mondavi	Services coupled with a Network Operations		33.33%	4,015	
River Ranch	Center to monitor CHD's network infrastructures, systems, user devices proactively, resolve issues and perform work		33.34%	4,017	
					$0

Other IT Expenses					$2,670
Site	Description	Estimated Annual Cost	Site Allocation	Total Cost	
	Valley Internet (108*12*2*1.03)	2,670.00			
Calistoga	Internet service -75 Mbps down / 15 Mbps up ($108			-	
Mondavi	per mo.* 1.03 for Mondavi/River Ranch)		50.00%	1,335	
River Ranch			50.00%	1,335	

Insurance - Oversight: ($108,329/127*10) $8,530

Insurance expense includes general liability, excess liability, commercial crime, errors & omission, fiduciary, and self funded retention account insurance

Site	Estimated Annual Cost	Site Allocation	Total Insurance
Calistoga	8,530.00	33.33%	2,843
Mondavi	8,530.00	33.33%	2,843
River Ranch	8,530.00	33.34%	2,844

Other Expenses - Detailed $13,953

Other Expenses Detailed below include such expenses as TV Service community rooms, Utilities-Waste Removal, Postage for sites, Audit Fees, Payroll fees, and Marketing, all not included in Indirect Expenses.

Budgeted Other Expenses is determined by utilization of historical cost data. Napa allocation of Audit Fees is based upon best estimate by CFO. Audit Fees are not included in Indirect Costs.

Site	Description	Site Allocation	Estimated Cost per Month	# of Months	Total Miscellaneous
	TV Service - Community Room - Oversight				
Calistoga		100%	85.00	12	1,020
Mondavi		100%	85.00	12	1,020
River Ranch		100%	85.00	12	1,020
	Utilities - Waste Removal - Maintenance:				
Calistoga		100%	150.00	3	450
Mondavi		100%	150.00	3	450
River Ranch		100%	150.00	3	450
	Postage - Oversight:		10.00		
Calistoga		33.33%	3.00	12	36
Mondavi		33.33%	3.00	12	36
River Ranch		33.34%	4.00	12	48
	Audit Fees - Oversight:($42,525 *5%)		2,126.00		
Calistoga		33.33%	709.00	1	709
Mondavi		33.33%	709.00	1	709
River Ranch		33.34%	708.00	1	708
	Payroll fees - ($29,167\127*10)		191.38		
Calistoga		33.33%	63.79	12	765
Mondavi		33.33%	63.79	12	766
River Ranch		33.34%	63.81	12	766
	Marketing				
Calistoga		100%	1,666.00	1	1,666
Mondavi		100%	1,666.00	1	1,666
River Ranch		100%	1,668.00	1	1,668

Food Services $0

CHD is not performing Food Services

Site	100.00%	$0.00	
Calistoga	33.33%		$0
Mondavi	33.33%		$0
River Ranch	33.33%		$0

Supplies - Maintenance - Direct $20,000

Includes all materials necessary for the Maintenance Manager to perform routine site maintenance and repairs, such as minor electrical, plumbing and facility maintenance and repairs

Site	Description	Site Allocation	Estimated Annual Cost	Total Supplies - Maintenance
	Landscaping/Plumbing/Electrical/Hardware/HVAC		20,000.00	
Calistoga		33.33%		6,666
Mondavi		33.33%		6,666
River Ranch		33.34%		6,668

Weed eater string, gas & oil for mower & weedeater; sprinkler heads, drip line, drippers, weed fabric fertilizer, insecticide, PVC piping
P-traps, wax rings, toilet seat covers, toilet handles, flappers & closet flanges

GFI, electrical plate covers, brakers, switch plate convers, lighting switches, smoke detectors (battery operated), 9 volt, 12 volt & AA batteries, CO2 detectors, extension cords
Wood screws, wood nails, sheet rock screws, WD-40, super glue, masking tape, electrical tape, duct tape, paint, caulking, sheetrock
HVAC Filters

Supplies at Napa sites - Office - Direct $2,000

Includes office supplies necessary to maintain normal office functions & marketing supplies, such as paper, file folders, writing utensils, business cards, badges & t-shirts.

Site	Estimated Annual Cost	Site Allocation	Total Cost
	2,000.00		
Calistoga		33.33%	667
Mondavi		33.33%	667
River Ranch		33.34%	666

Training & Certification $627

Estimated training & certification expense includes registration costs for food handler certification for all sites
Estimated training & certification registration expense food handlers is based on historical cost date for such training.

Site	Description	Unit Price	# of staff	Total Cost
Mondavi	Manager Training - River Ranch	100.00	1	100.00
Calistoga	Food handler certification	100.00	0	-
Mondavi	Food handler certification	100.00	0	-
River Ranch	Food handler certification	100.00	0	-

Site	Description	Estimated Annual Cost	Site Allocation	Total Cost
	Knowledge City (Annual $6,688/127*10= $527.)	$527		
Calistoga			33.33%	175
Mondavi			33.33%	176
River Ranch	Application that provides a learning library for staff to increase the development of skills, productivity, engagement and safety. The CHD training platform utilized to provide state and federal mandated training including sexual harassment and workplace harassment prevention training.		33.34%	176

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule D
Operating Expense

Travel $9,232

Includes local travel for on-site managers, maintenance manager and administrative assistance/fiscal analyst to complete normal operations, such as food and supply purchasing, weekly staff meetings attendance, performing regular site maintenance, completing deposits, and conference travel

Site	Description	Site Allocation	# of miles	Mileage Rate	Total Travel	
Calistoga	On-Site Manager:					
	45 round trips, 42 miles, Calistoga - Napa		1,890.00	0.7250	1,370	
	46 round trip River, 16 miles, Ranch - Calistoga		736.00	0.7250	534	
Mondavi	On-Site Manager:					
	45 round trips, 15 miles, Mondavi - Napa		675.00	0.7250	489	
	48 round trips, 22 miles, Mondavi - River Ranch		1,056.00	0.7250	766	
River Ranch	On-Site Manager:					
	45 round trips, 35 miles, River Ranch - Napa		1,575.00	0.7250	1,142	
All Sites	Regional Maintenance Manager @ 30%					
	40 round trips, 38 miles, Calistoga - River Ranch - Mondavi		1,520.00	0.7250		$1,102
Calistoga		33.33%			367	
Mondavi		33.33%			367	
River Ranch		33.34%			367	
All Sites	Housing Division Director @ 30%					
			4,650.00	0.7250		$3,371
	50 round trips, 93 miles, Yuba City - Calistoga					
Calistoga		33%			1,124	
Mondavi		33%			1,124	
River Ranch		33%			1,123	
All Sites	Admin Assistant/Fiscal Analyst					
	135 round trips, 4.7 miles, River Ranch - Wells Fargo, St. Helena		635.00	0.7250		$460
Calistoga		33%			153	
Mondavi		33%			153	
River Ranch		33%			153	

CALIFORNIA HUMAN DEVELOPMENT CORPORATION
NAPA COUNTY FARMWORKER HOUSING CENTERS
Schedule E
Indirect Expense

INDIRECT EXPENSE	$157,945

Indirect	$157,945

Indirect costs, as defined by the US Office of Management and Budget, Labor, are those that have been incurred by CHD for common or joint objectives and cannont be readily identified with a particular final cost objective. CHD utilizes a De Minimis Indirect Cost Rate of 15% times applicable Total Direct Costs. This rate is applied to all CHD's program's direct costs consistently to collect for CHD indirect costs.

0.15

Site	Direct Expenses	Indirect Rate	Total Indirect Expense
Calistoga	357,645.52	15.000%	53,647
Mondavi	342,641.16	15.000%	51,396
River Ranch	352,681.32	15.000%	52,902

CHD Full Time Equivalents

EE Category	Count	%	FTE
Regular Full-Time	94	100%	94
Regular Part-Time	1	50%	0.5
Temporary Full-Time	1	100%	1
Temporary Part-Time	3	50%	1.5
WEX Part-Time	28	50%	14
CHD Totals	127		111

Napa Category	Count	%	FTE
Housing Division Director	1	30%	0.3
Staff Accountant - Direct	1	15%	0.15
Administrative Assistant	1	100%	1
Regional Maintenance Manager	1	30%	0.3
On-Site Manager	1	100%	1
On-Site Manager	1	100%	1
On-Site Manager	1	100%	1
Cook	1	100%	1
Cook	1	100%	1
Cook	1	100%	1
Custodian	1	100%	1
Custodian	1	100%	1
Custodian	1	100%	1
Napa Totals	13		10.75

% Napa FTE to Total CHD FTE 9.68%