

NAPA COUNTY AGREEMENT NO. 260304B

**AGREEMENT BETWEEN OAK KNOLL RESORT, LLC AND NAPA COUNTY
REGARDING THE MEASURE U SOLANO AVENUE PAVEMENT REPAIR PROJECT (RDS
25-01)**

This Agreement (“Agreement”) is entered into and effective as of March 24, 2026, by and between Napa County, a political subdivision of the state of California (“COUNTY”) and OAK KNOLL RESORT, LLC, a California Limited Liability Company (“KNOLL RESORT”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, COUNTY plans to construct roadway improvements, including, but not limited to, paving repairs and related curb and utility adjustments for the new pavement for the Measure U Solano Avenue Pavement Repair Project (RDS 25-01) (the “COUNTY PROJECT”), as described in the COUNTY’s contracting documents, attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, KNOLL RESORT seeks to construct portions of the left turn lane road widening in the COUNTY’s right of way on Solano Avenue with related work, as required by KNOLL RESORT’s Napa County Use Permit ENG23-00027 (“WORK”), in cooperation with the COUNTY PROJECT located within the Project Area; and

WHEREAS, the WORK is being consolidated into one construction project to be managed by the COUNTY with KNOLL RESORT paying for those costs associated with the WORK; and

WHEREAS, doing a combined construction project will enable KNOLL RESORT to (1) avoid noncompliance with that portion of the use permit for the left turn lane installation, (2) avoid the impacts of the 5 year moratorium on cutting new asphalt pavement per COUNTY policy that would otherwise require KNOLL RESORT to repave the entire width of the roadway to match the COUNTY PROJECT’s new asphalt within the extents of the new left turn lane road widening, and (3) improve efficiency and traffic by completing both the COUNTY PROJECT and the WORK simultaneously; and

WHEREAS, as described in the COUNTY PROJECT as Additive Alternate 2 (“ADD ALT 2”) contained in Exhibit “A”, attached hereto and incorporated herein by this reference, the COUNTY PROJECT will require pavement improvement including work performed by COUNTY staff and its on-call consultant Miller Pacific Engineering Group engineering, testing, and inspections (“WORK”); and

WHEREAS, in a good faith effort to facilitate the combined COUNTY PROJECT and WORK, the Department of Public Works included the WORK as a bid alternate in connection with the construction for the COUNTY PROJECT and KNOLL RESORT has agreed to reimburse COUNTY for the costs of the WORK; and

WHEREAS, the COUNTY will contract with a contractor to perform the WORK (“CONTRACTOR”), and the COUNTY shall select and contract with such CONTRACTOR in accordance with all applicable public contract laws, including prevailing wage requirements; and

WHEREAS, the COUNTY’s Board of Supervisors has approved the design of the reconstruction relating to the COUNTY PROJECT including the WORK; and

WHEREAS, the Parties wish to memorialize the terms and conditions of KNOLL RESORT's agreement to reimburse COUNTY for costs associated with the WORK described in the ADD ALT 2 in Exhibit "A".

TERMS

NOW, THEREFORE, COUNTY and KNOLL RESORT, for the mutual consideration described herein, agree as follows:

1. **Scope of Work Subject to Cost Sharing.** COUNTY shall cause its CONTRACTOR to perform all WORK as described in the ADD ALT 2 in Exhibit "A".

2. **Design and Bidding of Project(s).**
To facilitate the combined work, the COUNTY has assumed the cost of incorporating KNOLL RESORT's plans and specifications for the WORK, incorporated by attachment and bid separately as "Additive Alternate #2," with bids received on March 12, 2026. While the plans and specifications and private consultation for the WORK were incorporated by the COUNTY, KNOLL RESORT remains responsible for all costs associated with preparing the plans and specifications for the WORK and KNOLL RESORT and its engineers shall remain responsible for the sufficiency of the plans and specifications associated with the WORK as well as any alterations or costs that may arise out of unforeseen conditions, inadequacies in the plans and specifications, or changes required to complete the WORK. KNOLL RESORT is further responsible for ensuring the COUNTY has all necessary rights the plans and specifications from KNOLL RESORT's engineers.

3. **Construction of the Project.**
 - A. *Procurement.* COUNTY will conduct and be responsible for the procurement of all contracts associated with the construction of the WORK, including selecting and awarding the contract to the lowest responsive and responsible bidder for construction.

 - B. *Construction Management and Inspection.* All Parties shall be allowed access to the WORK area, subject to traffic controls and safety precautions during construction of the WORK for inspections during the progress of the WORK. COUNTY and KNOLL RESORT shall coordinate a mutually acceptable date and time for joint inspections and *provided, further,* that COUNTY shall be responsible for all construction management oversight of the WORK.

 - C. *Notice of Completion.* COUNTY shall ensure that KNOLL RESORT's personal property is reasonably protected in place and operational (to the extent that COUNTY has control over such personal property) through the course of the WORK, ordinary wear and tear resulting from the WORK excepted. Prior to COUNTY accepting the work of the selected construction CONTRACTOR and/or filing a Notice of Completion, COUNTY shall allow KNOLL RESORT fifteen (15) business days to inspect all WORK performed by CONTRACTOR. COUNTY shall not accept the CONTRACTOR's work and file the Notice of Completion for the work until KNOLL RESORT has informed the COUNTY that it accepts the WORK performed by CONTRACTOR or the inspection period has expired. KNOLL RESORT may reject the WORK for reasonable cause solely if the WORK does not materially conform with the description in the ADD ALT 2 in Exhibit "A". In such case, the COUNTY will direct its CONTRACTOR to remediate any non-conforming WORK.

4. **Project Cost, Payments, and Compensation.**

- A. Responsibility for Cost of WORK. KNOLL RESORT agrees to pay COUNTY for the actual cost of the WORK performed by COUNTY’s CONTRACTOR, including the materials and labor costs for the WORK, in accordance with the terms of this Agreement and as described in the ADD ALT 2 in Exhibit “A”. KNOLL RESORT also agrees to pay County the actual cost of testing and inspections of the WORK. This Agreement requires KNOLL RESORT to pay the expenses as defined above in accordance with the maximums and procedures in this Section 4. The WORK Scope is estimated to cost the amount set forth below (“Estimated Cost”):

\$26,982	CONTRACTOR – Mountain Cascade, Inc. Alternate #2 Bid Amount
\$3,508	Contingency for change orders (13% of estimated CONTRACTOR Bid Amount)
\$4000	Napa County Staff and Consultant Testing, Inspections, Engineering
<hr/>	
\$34,490	Total

- B. Payment Upon Invoice. In accordance with Section 3(A) herein, KNOLL RESORT shall reimburse COUNTY within sixty (60) calendar days of KNOLL RESORT’s receipt of an invoice from COUNTY for the WORK, except that the final payment shall not occur prior to the issuance of a Notice of Completion for the WORK. COUNTY shall present invoices no more frequently than monthly and include the CONTRACTOR’s progress pay estimate for the WORK.

- C. Permit Obligations and Completion of WORK. While this Agreement may result in the completion of the one of the conditions of KNOLL RESORT’s Use Permit, this Agreement is not intended to and shall not alter any condition of the KNOLL RESORT’s Use Permit. Furthermore, KNOLL RESORT agrees that should unforeseen conditions result in costs that exceed the contingency and KNOLL RESORT does not agree to pay for those additional costs to complete the WORK, KNOLL RESORT shall be responsible for completing the WORK with its own forces as well as repaving the full width of Solano Avenue with 2 inch asphalt thickness with all related work to match the COUNTY PROJECT plans and specifications. Moreover, KNOLL RESORT understands and agrees that KNOLL RESORT will not be able to engage in any of this work with its own forces until after the COUNTY has completed the COUNTY PROJECT.

5. Ownership, Maintenance and Operation of the Project.

- A. Ownership of the Project. Prior to COUNTY accepting the WORK of CONTRACTOR and/or filing a Notice of Completion, COUNTY shall address any close-out issues reasonably identified by KNOLL RESORT that is consistent with the description of the WORK set forth in ADD ALT 2 in Exhibit “A” and once addressed, COUNTY shall request KNOLL RESORT accept the improvements.

- B. Operation of the Project. Once the WORK is completed, COUNTY will accept responsibility for operation and maintenance of the WORK within the COUNTY’s right of way upon completion. KNOLL RESORT’s private property shall be maintained by the owner and the COUNTY shall have no obligations related thereto.

6. **Access to Records / Document Retention.** COUNTY will maintain documents relating to the WORK, including construction drawings and other information regarding the construction, for a period of no less than five (5) years following completion of the PROJECT. Financial records associated with the WORK, including payables records, receivable records and grants receivable records, shall be maintained by the Party owning such records for a period of no less than five (5)

fiscal years after the completion of the WORK. The duly authorized representatives of KNOLL RESORT, shall have access to any books, documents, papers and records of COUNTY which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

7. **Term of this Agreement.** The term of this Agreement shall commence on the date first above written and shall continue in effect until all payments in Paragraph 3(A) have been made to COUNTY and a Notice of Completion has been filed pursuant to Paragraph 3(C), unless earlier terminated pursuant to Section 18 (Termination); except that the obligations of the PARTIES under Sections 6 (Access to Records / Document Retention) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement.
8. **Indemnification.**
 - A. **By KNOLL RESORT.** KNOLL RESORT, shall defend, indemnify and hold harmless COUNTY and the officers, agents and employees of COUNTY from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property (collectively, "Liability"), arising out of or connected with KNOLL RESORT's performance of its obligations under this Agreement. Consistent with Civil Code Section 2782, KNOLL RESORT will not be obligated to indemnify COUNTY for the proportionate share of the Liability caused by the COUNTY's active negligence, sole negligence, or willful misconduct.
 - B. **By COUNTY.** COUNTY shall, and shall cause all contractors and subcontractors who perform work in connection with this AGREEMENT, to defend, indemnify, and hold harmless KNOLL RESORT and the officers, agents and employees of KNOLL RESORT from any Liability arising out of or connected with any aspect of the performance by COUNTY or its officers, agents, or employees, of obligations required of COUNTY under this Agreement. Consistent with Civil Code Section 2782, COUNTY will not be obligated to indemnify KNOLL RESORT for the proportionate share of the Liability caused by KNOLL RESORT's active negligence, sole negligence, or willful misconduct.
 - C. 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, provided that nothing shall require either Party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.
9. **Ongoing Duties and Responsibilities.** In addition to the Parties' duties and responsibilities as described in other sections of this Agreement, the Parties acknowledge and agree to perform the following on an ongoing basis until the WORK is completed:
 - A. **Regular Staff Meetings.** The respective staffs of COUNTY and KNOLL RESORT and their retained consultants or contractors, will meet as needed to address matters contained in this Agreement.
 - B. **Commitment of Staff and Resources.** COUNTY and KNOLL RESORT will each provide sufficient staff and/or resources to this process to efficiently meet the goals and tasks set forth in this Agreement.

10. **Warranty of Legal Authority.** Each Party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any Party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.
11. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
12. **Attorneys' Fees.** In the event that either Party commences legal action of any kind or character to 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 attorneys' fees incurred in connection with such action.
13. **No Waiver.** 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.
14. **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. 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. The Parties further agree to send supplemental notice by the email as identified below.

Oak Knoll Resort LLC:

835 Fifth Ave San Rafael, CA 94901
Email: greg@panoramicadvisors.com; trevor@brodiecm.com

Napa County:

Director of Public Works
1195 Third Street, Suite 101
Napa, CA 94559
Email: steven.lederer@countyofnapa.org; sonja.el-wakil@countyofnapa.org

Changes may be made to the addresses where notices are to be delivered by giving notice pursuant to this provision.

15. **Entire Agreement.** 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.
16. **Amendment / Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing. In particular, only KNOLL RESORT in the form of written authorization, may authorize extra and/or changed work if beyond the scope of the projected cost as

described in 3.A above. Failure of COUNTY to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

17. **Recitals Adopted.** The Parties hereby agree to and adopt the Agreement recitals as portions of this Agreement.
18. **Termination.** Prior to award of the Construction Contract which includes the WORK, either party may terminate this Agreement by giving ten (10) days prior written notice of such termination to the other party.
19. **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.
20. **Counterparts.** This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

[Remainder of page intentionally left blank. Signature page follows.]

21. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the COUNTY and the KNOLL RESORT.

IN WITNESS WHEREOF, this AGREEMENT was executed by the PARTIES hereto as of the date first above written.

HOTEL:

OAK KNOLL RESORT, LLC, a California Limited Liability Company

By: 

 TIMOTHY J. HARMON, Manager

By: Gregory Pitts

 GREGORY JUDE PITTS, Manager

COUNTY:

NAPA COUNTY, a political subdivision of the State of California

By: _____
 AMBER MANFREE,
 Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>March 16, 2026</u></p> <p>Project ID: <u>13115667</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A

NAPA COUNTY BID DOCUMENTS

“Measure U Solano Avenue Pavement Repair Project,” RDS 25-01

Bid documents are available online at:

<https://procurement.opengov.com/portal/countyofnapa/projects/231972/downloads>

26.03.16_Knoll House_Napa County_Reimbursement Agreement

Final Audit Report

2026-03-16

Created:	2026-03-16
By:	Madeline Hultquist (madeline@brodiegrp.com)
Status:	Signed
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"26.03.16_Knoll House_Napa County_Reimbursement Agreement" History

-  Document created by Madeline Hultquist (madeline@brodiegrp.com)
2026-03-16 - 5:57:57 PM GMT
-  Document emailed to greg@panoramicadvisors.com for signature
2026-03-16 - 5:58:01 PM GMT
-  Document emailed to Timothy Harmon (tharmon@palisadeshospitality.com) for signature
2026-03-16 - 5:58:01 PM GMT
-  Email viewed by greg@panoramicadvisors.com
2026-03-16 - 6:05:05 PM GMT
-  Signer greg@panoramicadvisors.com entered name at signing as Gregory Pitts
2026-03-16 - 6:05:38 PM GMT
-  Document e-signed by Gregory Pitts (greg@panoramicadvisors.com)
Signature Date: 2026-03-16 - 6:05:40 PM GMT - Time Source: server
-  Email viewed by Timothy Harmon (tharmon@palisadeshospitality.com)
2026-03-16 - 7:29:48 PM GMT
-  Document e-signed by Timothy Harmon (tharmon@palisadeshospitality.com)
Signature Date: 2026-03-16 - 7:30:09 PM GMT - Time Source: server
-  Agreement completed.
2026-03-16 - 7:30:09 PM GMT