

Shelter Facility Use Agreement Agreement No. 8691

This document sets out the basis on which Napa County, acting by and through its Office of Emergency Services (OES), will operate a Care & Shelter Center in support of Emergency Operations in the County of Napa at the facility maintained by the organization identified below.

Facility information

Facility Address	Lake Berryessa Senior Center 4380 Spanish Flat Loop Rd Napa, CA 94558
Shelter Areas	<ul style="list-style-type: none"> • Senior Center (3396 sq.ft.incl. ADA bathrooms) • Parking Lot (30+cars including ADA Parking/access)
Access to Shelter Area	<ul style="list-style-type: none"> • Contact Primary or Alternates for Access
Storage Areas	<ul style="list-style-type: none"> • Detached Garage (560 sq.ft.)
Access to Storage Area	<ul style="list-style-type: none"> • Contact Primary or Alternate for Access
Term of Agreement	<ul style="list-style-type: none"> • January 1, 2024 to June 30, 2027 • Renewed automatically on 1 year basis

Lake Berryessa Senior Center (LLBSC) - Contact information

Primary representative Name: Robin Short VanHonk Title: Board Member Cell Phone: 707-738-3006 Home Phone: 707-252-0210 Email: shortnapa@gmail.com	Alternative representatives Name: Paul Quarneri Title: President/Board Member Cell Phone: 707-346-7505 Email: pdq9251@gmail.com
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

County contact information

Primary representative Name: Lynn Perez Title: Care & Shelter Branch Work Phone: 707-253-4697 Cell Phone: 707-7389288	Alternative representative Name: Teresa Brown Title: Care & Shelter Branch Work Phone: 707-253-4277 Cell Phone: 650-776-9006
-------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------

This agreement ("Agreement"), which includes this front page ("Plan") and the attached Terms and Conditions, between Napa County ("COUNTY") and Lake Berryessa Senior Center ("LLBSC"). By signing below, COUNTY and LLBSC each confirm that it understands and agrees to the terms of this Agreement.

Napa County

Signature

Name (print)

Title (print)

Date

Lake Berryessa Senior Center

Robin Van Honk

Signature

Robin (Short) Van Honk

Name (print)

Secretary

Title (print)

2/12/2025

Date

Terms and Conditions

1. Facility

1.1 Facility Use

LBSC authorizes COUNTY to use areas of the Facility set out in the Plan for use as a Shelter. LBSC will provide COUNTY, volunteers, and the media with access to the Facility in order to provide a location where a shelter can register and house persons and small animals following a local disaster. Animal shelter will be located outside but in close proximity to the main shelter.

1.2 Storage

COUNTY may store equipment and other supplies in the areas designated as Storage Areas in the Plan. LBSC will keep the Storage Areas locked when the Shelter is not active. LBSC will provide keys and access to the Storage Areas to COUNTY representatives identified in the Plan. These individuals may access the Storage Areas during normal business hours to check the condition of or replace equipment and other supplies.

1.3 Facility Maintenance

LBSC has and will maintain responsibility for repair and maintenance of the Facility.

1.4 No Charge

LBSC will not charge COUNTY for use of the Facility.

1.5 No Rights in LBSC Property

The COUNTY rights to occupy and use the Facility is a license only and does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate in any LBSC property.

2. Activation

2.1 SHELTER Activation

The Shelter will be activated upon (a) declaration of an emergency by the Napa County Office of Emergency Services ("OES"); (b) activation of the County Government's Emergency Operations Center (EOC); (c) a request to activate the SHELTER made by County OES or County EOC.

2.2 Pre-Occupancy Transition

Upon activation, LBSC and COUNTY will jointly conduct a pre-use survey of the Facility and record any existing damage or conditions before the Facility is turned over to COUNTY. LBSC will identify, segregate and otherwise secure property that should not be used by COUNTY.

2.3 Access and Use during Activation

After activation, LBSC will provide COUNTY with continuous and unimpeded access to the Shelter Areas and restrooms for 24 hours a day. COUNTY may occupy, and use the areas designated as Shelter Area in the Plan. LBSC understands that other users of the Facility may need to suspend their regular use of the Facility. If any of the Shelter Areas are unavailable due to construction or similar activities, LBSC will attempt to provide replacement space available to COUNTY.

2.4 Care in Using Facility

The COUNTY will exercise reasonable care when using the Shelter Area, maintain a clean and orderly work environment, and will not make modifications to any area without the express approval of LBSC.

2.5 Signage

The COUNTY will coordinate with LBSC on use of signage at the LBSC, including identifying appropriate locations at the entrance of the property to help shelter residents, volunteers and staff find the Shelter.

2.6 Publicity

The COUNTY and LBSC may use the other's name and logo for the purpose of promoting the Shelter. During activation, LBSC will coordinate all media questions or public releases regarding the Shelter with the COUNTY.

2.7 Public Safety

The COUNTY will coordinate with law enforcement and LBSC regarding any public safety issues at the LBSC related to Shelter operation during activation.

3. Deactivation

3.1 Deactivation

The Shelter will be deactivated upon announcement by COUNTY or other relevant authority that the state of emergency has ended or that the Shelter operation is no longer necessary. The COUNTY will promptly notify LBSC that the Shelter has been deactivated.

3.2 Post-Occupancy Transition

Upon deactivation, the COUNTY and LBSC will jointly conduct a post-occupancy survey and record any damage. LBSC will cooperate with the COUNTY in transition activities and provide COUNTY with access to the Facility for a reasonable amount of time following deactivation.

4. Communication

4.1 Representatives

COUNTY and LBSC will each appoint an individual ("Representative") to act as the key contact and to coordinate the activities set out in this

RAT

Agreement. The COUNTY and LBSC will also appoint another individual to fulfill the responsibilities of the Representative when the Representative is not available. The initial appointees are identified in the Plan. COUNTY and LBSC each may change its respective appointees at any time and will so advise the other.

4.2 Primary Responsibility

COUNTY's Representative will have primary responsibility for the operations of the Shelter, including coordinating with LBSC.

4.3 Availability

The Representatives will make themselves available 24 hours a day during activation and reply to all communications within a reasonable period of time.

4.4 Notice of Developments

LBSC will notify COUNTY of any material developments which might affect the functionality or accessibility of the Shelter. The COUNTY will notify LBSC of any material developments which might affect Shelter Operations. COUNTY and LBSC will cooperate in good faith to develop appropriate solutions.

5. Damage and Insurance

5.1 Damage

COUNTY will assist in LBSC in seeking reimbursement for any damage to the Facility or other property of the LBSC and reasonable wear and tear resulting from the operations of the Shelter. LBSC will not be reimbursed for any damage from natural disasters or out-of-pocket operational costs, including equipment, waste disposal, and utilities. COUNTY will make available to LBSC any documentation related to the use of the Facility which may assist the LBSC in receiving reimbursement from County or other sources.

5.2 Liability Insurance

COUNTY and LBSC are each responsible for their own insurance and will maintain appropriate coverage for their respective activities under this Agreement.

5.3 Hold Harmless/Defense/Indemnification.

To the full extent permitted by law, LBSC and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective 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 out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. 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, providing 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.

DMH

6. Termination

6.1 Expiration

This Agreement will expire at the end of the term set out in the Plan unless terminated earlier under Section 6.2.

6.2 Termination on Notice

Either the COUNTY or LBSC may on its own terminate this Agreement at any time by providing written notice of that decision to the other. Such a termination will be effective 60 days after receipt of notice by the non-terminating party. County hereby authorizes the County Executive Officer to terminate the agreement and provide any notice required under this Agreement.

6.3 Effect of Termination

If this Agreement terminates, the COUNTY will promptly remove any equipment or other supplies from the Storage Areas. Sections 1.5, 5, 6.3 and 7 will survive the expiration or termination of this Agreement.

7. General Provisions

7.1 Entire Agreement; Amendment

This Agreement expresses the final, complete, and exclusive agreement between COUNTY and LBSC, and supersedes all prior or contemporaneous written or oral communications between COUNTY and LBSC.

This Agreement may be amended as agreed upon, in writing, including email, by COUNTY and LBSC.

7.2 Waiver

Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.3 Assignment

Neither the COUNTY nor LBSC may assign its rights or delegate its responsibilities under this Agreement to anyone else without the prior written consent of the other party.

7.4 No Third Party Beneficiaries

This Agreement is for the exclusive benefit of COUNTY and LBSC and not for the benefit of any third party, including, without limitation, any Shelter volunteers.

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>12/9/2024</u> PL No. 123944</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By: _____</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------

H:\ccoun\DOCS\EMERG SVS\Shelter Agreements\LBSC - 2018