

**SITE USE AGREEMENT BETWEEN NAPA COUNTY AND CARNEROS
VOLUNTEER FIRE DEPARTMENT ASSOCIATION
FOR USE OF THE FIRE STATION**

This Site Use Agreement ("Agreement") is made between the CARNEROS VOLUNTEER FIRE DEPARTMENT ASSOCIATION, hereinafter referred to as "CARNEROS," and NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITALS

This Agreement is made with reference to the following facts and objectives:

- (a) COUNTY has entered into a Memorandum of Agreement with CARNEROS for the provision of volunteer firefighting services.
- (b) COUNTY desires to enter into Site Use Agreement with CARNEROS for the use of a volunteer fire station facility.

Section 1. DEFINITIONS

CARNEROS: This refers to the non-profit corporation, CARNEROS Volunteer Fire Department Association. This corporation is an independent non-profit public benefit organization that collects monies through donations, fundraising, grants, etc., for the purpose of supporting CARNEROS Volunteer Fire Company. This corporation and its activities have no direct affiliation with Napa County Fire Department or the COUNTY.

COMPANY: This refers to a Volunteer Fire Company operating within the Napa County Fire Department per Memorandum of Agreement, Napa County Agreement No. MOA 8063 ("MOA"). CARNEROS Volunteer Fire Company is one (1) of nine (9) such companies and is operating under a Memorandum of Agreement.

COUNTY: This refers to Napa County, which administers the Napa County Fire Department.

PREMISES: This refers to the property located at:

- (a) The building located at 1598 Milton Road, Napa, CA 94559 (APN 048-041-028-000). The property upon which two (2) bay garages, training room, and restroom are situated has an easement for the building to CARNEROS as long as it is devoted for fire department purposes and at the COUNTY's discretion, per Attachment "A".

Section 2. PREMISES

CARNEROS has the right to use and maintain and hereby agrees to allow the COUNTY to utilize the PREMISES, in Napa County for the purpose of a Volunteer Fire Station for COMPANY.

Section 3. TERM

3.1 The term of this Agreement shall coincide with the terms of the MOA with CARNEROS. If the MOA is terminated by either party, this Agreement shall also terminate on the same date that the MOA is terminated.

3.2 COUNTY or CARNEROS may terminate this Agreement without cause with ninety (90) days written notice to the other party.

Section 4. COUNTY'S PAYMENT OBLIGATIONS

4.1 CARNEROS shall not charge COUNTY rental fees for the PREMISES for the term of this Agreement.

4.2 The following will be paid by COUNTY for the term of this Agreement:

- a. All charges for electricity at the PREMISES.
- b. All charges for propane at the PREMISES.
- c. All charges for garbage at the PREMISES.
- d. Monthly charges for telephone/fax line.
- e. Monthly charges for internet service. All COUNTY internet use policies shall be followed.
- f. All charges for fire extinguisher service, repair, and replacement at the PREMISES.
- g. Property and liability insurance under COUNTY insurance plan at the PREMISES.
- h. All charges for water and sewage services at the PREMISES.
- a. All bills for the COUNTY sent from the vendor directly to the Napa County Fire Department at 1125 3rd St. Napa, CA. 94558, Attn: County Finance.

Section 5. USE OF PREMISES

5.1. COUNTY may use and occupy the PREMISES for the purpose of operating a Volunteer Fire Station for use by COMPANY, storing COUNTY owned and issued fire apparatus and equipment, conducting Napa County Fire Department business, and related incidental uses.

5.2 The PREMISES shall be used for no other purpose by COUNTY without the written consent of CARNEROS. Other COUNTY business may be conducted at the discretion of CARNEROS and shall be requested in writing three (3) days in advance.

5.3 COUNTY shall have access to the PREMISES with a standard key or lock box with keys in it. COUNTY shall make a reasonable attempt to provide a (1) day courtesy notice prior to entering PREMISES in non-emergency situations. COUNTY shall have immediate access to the PREMISES in emergency situations.

Section 6. MAINTENANCE AND REPAIRS

6.1 CARNEROS' Obligations. CARNEROS SHALL:

- a. During the term of this Agreement or any extension of the term, provide and maintain in good repair and tenantable condition, at CARNEROS' sole cost and expense, the interior and exterior of the PREMISES, including but not limited to the following: building structural integrity, paving, parking lots, roof, exterior walls, doors, windows, and other outside elements of the PREMISES.
- b. Be responsible for facilitating and paying the costs of ordinary and routine building maintenance. Maintenance of building shall include but is not limited to plumbing, heating, electrical systems, lighting, and ventilation.
- c. Be responsible for compliance with the American with Disabilities Act (42 USC sec 12101) and its related regulations, and the Fair Employment and Housing Act (Government Code section 12940), and California Code of Regulations, title 24. CARNEROS may request COUNTY assistance in completing repairs and maintenance required for compliance as defined in Section 7: Alterations to Premises.

6.2 COUNTY's Obligations. COUNTY SHALL:

- a. Give CARNEROS prompt notice of any damages to or defective conditions located in any part of the PREMISES.
- b. Not be allowed to re-key any locks serving the PREMISES.
- c. Ensure that the COMPANY operating under COUNTY keeps the PREMISES clean and safe and shall be responsible for normal wear and tear.

Section 7. ALTERATIONS TO PREMISES

7.1 COUNTY, with CARNEROS' written consent, may make alterations to the PREMISES as the COUNTY deems appropriate and necessary or as reasonably requested by CARNEROS and approved by the COUNTY through the budgeting process. The party responsible for regular maintenance costs associated with alterations made to the PREMISES shall be agreed upon by COUNTY and CARNEROS and documented in writing signed by both parties prior to the alterations being made. Upon termination of this Agreement, all improvements made by COUNTY shall automatically become the property of COUNTY unless otherwise agreed to in writing between COUNTY and CARNEROS. COUNTY shall be responsible to repair all damages resulting from the installation of funded improvements.

7.2 CARNEROS agrees to allow COUNTY to install signage, an exterior 911 phone, and an active station exterior light on the PREMISES at COUNTY's expense. The signage will identify Napa County Fire Department and COMPANY as the occupants of the PREMISES.

Section 8. ASSIGNMENT AND SUBLETTING

8.1 CARNEROS' Consent Required. COUNTY shall not assign this Agreement, or any interest therein, and shall not lease or sublet said PREMISES, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of CARNEROS with the exception of use of the station by COMPANY. CARNEROS' consent shall not be unreasonably withheld, conditioned, or delayed. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer, of this Agreement, or of any interest therein, or subletting, either by voluntary or involuntary act of COUNTY, or by operation of law or otherwise, shall, at the option of CARNEROS, terminate this Agreement. Any such purported assignment, transfer, or subletting without such consent shall be null and void.

8.2 Release of COUNTY. In the event of an assignment of this Agreement, which is approved by CARNEROS, whereby such successor in interest agrees to be bound by all the terms, covenants, and conditions of the agreement, COUNTY shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

Section 9. INDEMNIFICATION

9.1 CARNEROS shall indemnify and hold COUNTY harmless from and defend COUNTY against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the PREMISES when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by CARNEROS, its agents, contractors, volunteers, or employees. CARNEROS shall further indemnify and hold COUNTY harmless from and against any and all claims arising from any breach or default in the performance of any obligation on CARNEROS' part to be performed under the terms of this Agreement, or arising from any negligence or wrongdoing of CARNEROS, or any of its agents, contractors, volunteers, or employees and from and against all costs, attorney's fees (including fees of County Counsel), expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against COUNTY by reason of any such claim, CARNEROS, upon notice from COUNTY, shall defend the same at CARNEROS' expense provided, however, that CARNEROS shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of COUNTY or its agents, contractors, volunteers, or employees. COUNTY shall be required to provide notice to CARNEROS within ten (10) days of receipt or notice of any claim.

9.2 COUNTY shall indemnify and hold CARNEROS harmless from and defend CARNEROS against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the PREMISES when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the

same by COUNTY, its agents, contractors, volunteers, or employees. COUNTY shall further indemnify and hold CARNEROS harmless from and against any and all claims arising from any breach or default in the performance of any obligation on COUNTY's part to be performed under the terms of this Agreement, or arising from any negligence or wrongdoing of COUNTY or any of its agents, contractors, volunteers, or employees and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against CARNEROS by reason of any such claim, COUNTY, upon notice from CARNEROS, shall defend the same at COUNTY's expense provided, however, that COUNTY shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of CARNEROS or its agents, contractors, volunteers, or employees. CARNEROS shall provide notice to COUNTY within ten (10) days of receipt or notice of any claim.

Section 10. INSURANCE COVERAGE

10.1 COUNTY shall obtain and maintain "all risk" property coverage and casualty and excess liability policies to cover any first-party or third-party claims for damages by or against the COUNTY resulting from the operation of the PREMISES as a Volunteer Fire Station including use by COMPANY for COUNTY fire department operations. This liability insurance will also cover COUNTY sponsored non-fire related activities. Any deductibles associated with COUNTY provided coverage will be paid by the COUNTY. At CARNEROS' discretion, the PREMISES may be used by individuals or organizations for CARNEROS, non-COUNTY related COMPANY events, and for public gatherings. Any other organizations or individuals requesting use of the building with CARNEROS' permission shall provide any general liability policy deemed necessary by the Napa County Risk Manager prior to holding any such event or gathering. Said certificate must name the Napa County, its officers, agents, and employees as additional insured.

10.2 For COMPANY or CARNEROS fundraisers, events, and uses not related directly to the operation of the PREMISES as a Volunteer Fire Station or third parties using the facility as described in Section 5.1, above, CARNEROS shall obtain liability insurance with a minimum of one million dollars (\$1,000,000) of liability coverage to cover such events. Such coverage shall be subject to the reasonable approval of COUNTY's Risk Manager and verified by certificates of coverage. The COUNTY shall be named as an additional insured for any such insurance coverage.

10.3 Vehicles owned by COUNTY for Napa County Fire Department operations will be insured and maintained by COUNTY.

10.4 COUNTY will provide all maintenance and repairs needed to all fire/rescue equipment owned and insured by the COUNTY for fire/rescue use.

Section 11. DAMAGE OR DESTRUCTION

11.1 In the event of any damage to or destruction of the PREMISES not caused by COUNTY or COMPANY, CARNEROS shall make good faith and diligent efforts to repair or replace facilities on the original site, provided that CARNEROS has sufficient funds for repair or replacement from insurance proceeds or other funding sources. If CARNEROS does not have sufficient funds for the repair or replacement of the PREMISES, then CARNEROS shall not be obligated to repair or replace PREMISES and this Agreement shall terminate.

11.2 Within one hundred twenty (120) days following the damage or destruction of PREMISES, CARNEROS shall notify COUNTY as to whether it will replace the facility, or whether it lacks sufficient funds for the repair or replacement thereof.

Section 12. DEFAULT

If either CARNEROS or COUNTY fails to comply with any of the material provisions of this Agreement, written notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 13, below, and the defaulting party shall have fifteen (15) days from deposit in the mail of the notice to cure said breach. In the event the default is not cured within the fifteen (15) day period, the noticing party may terminate the Agreement.

Section 13. NOTICES

All notices required by law or by this Agreement to be given to either party shall be in writing and may be given personally or by certified mail, postage prepaid, and addressed to either party as set forth below.

COUNTY:

Napa County Fire Administrator
11195 Third Street, Suite 310
Napa, CA 94559

CARNEROS:

Carneros Volunteer Fire Department Association
1598 Milton Road
Napa, CA 94559

Section 14. GOVERNING LAW

All questions with respect to construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the Napa County.

Section 15. INUREMENT

Subject to the restrictions on assignments as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, and heirs of the respective parties hereto.

Section 16. ENTIRE AGREEMENT

This instrument along with any exhibits or attachments hereto constitutes the entire Agreement between CARNEROS and COUNTY relative to the PREMISES. This Agreement and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both CARNEROS and COUNTY. CARNEROS and COUNTY agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the agreement of the PREMISES are written into or revoked by this Agreement. If any provision contained in an exhibit or attachment to this Agreement is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

Section 17. ATTORNEY'S FEES

If any legal action is brought by either party for the enforcement or interpretation of this Agreement, for remedy due to its breach, for recovery of the PREMISES, or in any other way arising from the terms of this Agreement, the prevailing party shall be entitled to recovery reasonable attorney fees (including fees of County Counsel), costs, and other litigation expenses which shall become a part of any judgment in the action.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, COUNTY and CARNEROS have executed this Agreement on the day and year set forth below. By their signatures below, each signatory represents that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

CARNEROS:

CARNEROS VOLUNTEER FIRE
DEPARTMENT ASSOCIATION

Dated: 01/08/2024

By: [Signature]

[Faint text: CARNEROS VOLUNTEER FIRE DEPARTMENT ASSOCIATION]

COUNTY:

NAPA COUNTY

Dated: _____

By: _____

JOELLE GALLAGHER
Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Reviewed as to Substance
by County Fire Administrator:

[Signature]
County Fire Administrator/

Approved as to Form
County Counsel:

Shana A. Bagley
Deputy County Counsel
01/08/2024

Edgerly Island Reclamation District
1202 Milton Road
Napa, CA 94558
FILED
MAY 20 1986

ATTACHMENT A

OFFICE OF THE COUNTY RECORDER
1986 JUN -2 PM 3:00
1/19/24

JANICE F. NORTON
NAPA COUNTY CLERK

QUIT CLAIM DEED

COUNTY RECORDER - LF

By Agnes Del Zompa
Clerk of the Board

Ref

Subject to the reservation hereinafter provided, the County of Napa, a political subdivision of the State of California, acting by and through its Board of Supervisors, does hereby release, remise and quit claim and convey to the Edgerly Island Reclamation District (also sometimes known as the Napa River Reclamation District No. 2109) all its right, title, and interest in and to that real property designated as "Brazos Street", "James Street", "Edgerly Street" and "Pritchett Street" as shown on the "Final Map of Edgerly Island River Lots," recorded in Book 5 of subdivision maps, page 25, Napa County Records, on April 28, 1950.

This conveyance is subject to the reservation that County shall retain the right to keep, use and maintain in place the building improvements presently situated on the "Brazos Street" parcel which improvements are devoted to the Edgerly Island Volunteer Fire Department; such improvements and use may continue at County's sole discretion.

This conveyance is made pursuant to the authority of California Government Code Section 25365.

Approved this 28th day of May, 1985.

COUNTY OF NAPA
Document entitled to free
recording pursuant to
Gov't Code Sec. 6103

COUNTY OF NAPA
Document Exempt From Taxation
Pursuant to Sec. 11922,
Revenue and Taxation Code

COUNTY OF NAPA

BY:

Mel Varrelman
Chairman
MEL VARRELMAN

ATTEST:

JANICE F. NORTON
County Clerk

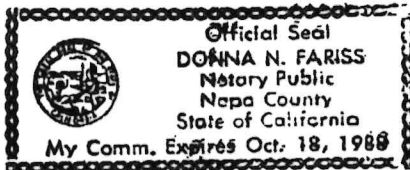
BY:

Agnes Del Zompa
Clerk to the Board

MAY 20 1986

On this 20th day of May, in the year 1986, before me DONNA N. FARISS, a Notary Public, State of California, duly commissioned and sworn, personally appeared MEL VARRELMAN personally known to me to be Chairman, Board of Supervisors of the COUNTY OF NAPA, a political subdivision of the State of California, and personally known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such COUNTY OF NAPA executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Napa the day and year in this certificate first above written.



Donna N. Fariss
DONNA N. FARISS, Notary Public
State of California

My commission expires October 18, 1988

(1)

CERTIFICATE OF ACCEPTANCE OF ASSIGNMENT
OF EASEMENT

This is to certify that the interest in that real property, designated as Brazos Street, James Street, Edgerly Street and Pritchett Street as shown in Book 5 of Subdivision Maps, page 25, Napa County Records, and conveyed by that certain Quit Claim Deed dated May 28, 1985, from the County of Napa to the Edgerly Island Reclamation District (also authorized to call itself Napa River Reclamation District #2109), is hereby accepted by order of the Governing Board of the Edgerly Island Reclamation District, and the Edgerly Island Reclamation District consents to the recordation thereof.

DATED: 7/17/85

7/17/85
Presiding Officer of the Governing
Board of the Edgerly Island
Reclamation District

(2)

RESOLUTION NUMBER 85-58

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF NAPA, STATE OF
CALIFORNIA, TRANSFERRING CERTAIN
INTERESTS IN REAL PROPERTY TO THE NAPA
RIVER RECLAMATION DISTRICT NO. 2109.

WHEREAS, on April 11, 1950 the "Final Map of Edgerly Island River Lots" was filed with the Napa County Board of Supervisors for approval and said Board of Supervisors by resolution duly adopted at a regular meeting held on April 11, 1950 accepted on behalf of the public certain offers of dedication identified on said Final Map relating to Brazos Street, Edgerly Street, James Street and Pritchett Street (all such streets hereinafter collectively referred to as the stub-end streets); and

WHEREAS, On April 28, 1950 the "Final Map of Edgerly Island River Lots" was recorded at the Napa County Recorder in Book 5 of subdivision maps at pages 25, 26, 27 and 28; and

WHEREAS, as a consequence of the recordation of said Final Map and acceptance of the offer of dedication contained on said Map, the County of Napa acquired a public easement allowing the County to utilize said four parcels of land for street and highway purposes; and

WHEREAS, said stub-end streets were never fully improved nor do they provide necessary access to any private properties, and are not necessary for any County use; and

WHEREAS, there has been constructed, with County participation and approval, within the right-of-way Brazos Street certain structures which are presently being utilized for

fire protection purposes and occupied by the Edgerly Island Volunteer Fire Department and it is anticipated that such improvements and use will continue indefinitely notwithstanding the conveyance anticipated by this resolution; and

WHEREAS, the Napa River Reclamation District Number 2109 is a public service district which embraces the Edgerly Island and Milton Road area of the County of Napa and includes the area where the Stub-End Streets are situated; and

WHEREAS, said District has indicated a willingness to assume the benefits and responsibilities of maintaining said Stub-End streets; and

WHEREAS, this Board of Supervisors finds and determines that a conveyance to the District by Quit Claim Deed of all of County's right, title, and interest in and to the Stub-End Streets, pursuant to California Government Code 25365, will benefit the County and the District; and

WHEREAS, notice of this intended action has been published in conformance with California Government section 6061 at least one week prior to the date of this Board's action; and

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Napa, State of California, that pursuant to California Government Code Section 25365 this Board does elect to dispose of the afore described Stub-End Streets by Quit Claim Deed in favor of District, it being determined that the property and County's interest therein being so quit claimed is and are not required for any County use and that the use of the

2

Brazos Street parcel for the ongoing benefit of the Edgerly Island Volunteer Fire Department, will continue to be recognized and permitted by the Edgerly Island Reclamation District under the proposed conveyance.

BE IT FURTHER RESOLVED that the Chairman of this Board of Supervisors is authorized to execute on behalf of this Board of Supervisors a Quit Claim Deed in favor of said District, thereby conveying the County's right, title, and interest in and to the Stub-End Streets to said District.

The foregoing resolution was duly and regularly adopted by the Board of Supervisors of the County of Napa, State of California, at a regular meeting of said Board of Supervisors held on the 28th day of May, 1985, by the following vote:

AYES: SUPERVISORS: McCULLOUGH, GOETTING, WHITE
MOSKOWITE and VARRELMAN

NOES: SUPERVISORS: NONE

ABSENT: SUPERVISORS: NONE

ATTEST:

JANICE F. NORTON
County Clerk

Agnes Del Zompo
BY: AGNES DEL ZOMPO
Clerk to the Board

SWH/md
D:5

END OF DOCUMENT