

# Shelter Facility Use Agreement

Agreement No. 8693

This document sets out the basis on which Napa County 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	Napa Valley College
Shelter Areas	<ul style="list-style-type: none"> <li>Gym – including bathrooms</li> <li>Small Animal Shelter Area -</li> <li>Parking Lot</li> </ul>
Access to Shelter Area	<ul style="list-style-type: none"> <li>Contact Primary or Alternate for Access</li> </ul>
Term of Agreement	<ul style="list-style-type: none"> <li>January 1, 2024, to June 30, 2027</li> <li>Renewed automatically on 1 year basis</li> </ul>

## NVC contact information

Primary representative	Alternative representative
Name: Amber Wade Title: College Police Chief Cell Phone: 707-333-8291	Name: Hoyt Maddox Title: Sergeant Cell Phone: 707-333-8293

## County contact information

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

This agreement ("Agreement"), which includes this form ("Plan") and the attached Terms and Conditions, creates a legal contract between the County of Napa (COUNTY) and Napa Valley College (NVC). By signing below, COUNTY and PUC each confirm that it understands and agrees to the terms of this Agreement.

### Napa County

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name (print)

\_\_\_\_\_  
 Chair, Board of Supervisors  
 Title (print)

\_\_\_\_\_  
 Date

### Napa Valley College (NVC)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 AMBER WADE  
 Name (print)

\_\_\_\_\_  
 CHIEF OF POLICE  
 Title (print)

\_\_\_\_\_  
 2-29-2024  
 Date

# Terms and Conditions

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## 1. Facility

### 1.1 Facility Use

NVC authorizes COUNTY to use areas of the Facility set out in the Plan for use as a Shelter. NVC 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. The COUNTY and NVC will coordinate operation and/or deactivation of shelter so that NVC's core mission of delivering instruction can be maintained and/or re-established in a timely manner.

### 1.2 Facility Maintenance

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

### 1.3 No Charge

NVC will not charge COUNTY for use of the Facility.

### 1.4 No Rights in NVC 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 NVC 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, NVC 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. NVC will identify, segregate and otherwise secure property that should not be used by COUNTY.

### 2.3 Access and Use during Activation

After activation, NVC 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. NVC 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, NVC 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 NVC.

### 2.5 Signage

The COUNTY will coordinate with NVC on use of signage at the NVC, 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 NVC may use the other's name and logo for the purpose of promoting the Shelter. During activation, NVC 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 NVC regarding any public safety issues at the NVC 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 NVC that the Shelter has been deactivated.

### 3.2 Post-Occupancy Transition

Upon deactivation, the COUNTY and NVC will jointly conduct a post-occupancy survey and record any damage. NVC 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 NVC will each appoint an individual ("Representative") to act as the key contact and to coordinate the activities set out in this

Agreement. The COUNTY and NVC 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 NVC 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 NVC.

**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**

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

**5. Damage and Insurance**

**5.1 Damage**

The COUNTY will assist in seeking reimbursement for the NVC from COUNTY for any damage to the Facility or other property of the NVC excluding reasonable wear and tear resulting from the operations of the Shelter. NVC 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 NVC any documentation related to the use of the Facility which may assist the NVC in receiving reimbursement from County or other sources. For the avoidance of doubt, OES is acting at the request of the COUNTY and is not itself liable, including for any damage to the Facility.

**5.2 Liability Insurance**

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

**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 NVC 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.

**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 NVC , and supersedes all prior or contemporaneous written or oral communications between COUNTY and NVC.

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

**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 NVC 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 NVC 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> County Counsel</p> <p>Date: <u>December 9, 2024</u></p> <p>PL No 123776</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: Clerk of the Board of Supervisors</p> <p>By: _____</p>
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