

AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 240235B

SITE USE AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) **TO AGREEMENT NO. 240235B** is made and entered into as of this 22nd day of October 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and RUTHERFORD VOLUNTEER FIRE DEPARTMENT, hereinafter referred to as “RUTHERFORD.” COUNTY and RUTHERFORD may be referred to in this Agreement individually, as “Party and collectively, as “Parties.”

RECITALS

WHEREAS, as of February 6, 2024, COUNTY and RUTHERFORD entered into Site Use Agreement, Napa County Agreement No. 240235B (“Agreement”), whereby RUTHERFORD agreed to allow COUNTY to use the volunteer fire station facility for COUNTY Fire Department purposes under the terms and conditions set forth in the Agreement; and

WHEREAS, in October 2024, the COUNTY replaced the volunteer fire station Memorandum of Agreement for volunteer firefighting services, referenced in the Agreement, with individual volunteer firefighters Volunteer Agreements.

WHEREAS, COUNTY continues to need the use of volunteer fire station facilities and RUTHERFORD is willing to and able to continue to provide such facilities; and

WHEREAS, COUNTY and RUTHERFORD now wish to amend the Agreement to reflect the change to the use of individual Volunteer Agreements, the definition of “Company,” to clarify the term of the Agreement, and to update the addresses for notices and billing.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and RUTHERFORD hereby amend Agreement No. 240235B, as follows:

1. Section 1. DEFINITIONS of the Agreement as to the following terms is hereby amended to read as follows:

COMPANY: This refers to RUTHERFORD VOLUNTEER FIRE DEPARTMENT, a non-profit association.

PREMISES: This refers to the properties located at:

(a) The structures including two (2) bay garage and restroom located at 1995 Hwy 29, Rutherford, CA 94573 (APN 027-210-023-000) are owned by RUTHERFORD. The property upon which the structures are situated is owned by COUNTY; and

(b) 8140 Silverado Trail, Napa, CA 94558 (APN 030-280-020-000). The property upon which a two (2) bay garage is situated is owned by RUTHERFORD.

2. Section 3. TERM, section 3.1, of the Agreement is hereby amended as follows:

3.1. This Agreement shall expire on June 30, 2027. However, the term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed a total of ten (10) years, unless (1) either party gives the other party written notice of intention not to renew no less than ninety (90) days prior to the expiration of the then current term or (2) as detailed in section 3.2, below.

3. Section 4.2, subd. i, of the Agreement is hereby amended to read as follows:

All bills for the COUNTY sent from the vendor directly to the Napa County Fire Department at: 951 California Blvd, Napa, CA 94559.

4. Section 13. NOTICES, of the Agreement is hereby amended in part as to the locations for notices, as follows:

COUNTY:
Napa County Fire Administrator
1195 Third Street, Suite 310
Napa, CA 94559

RUTHERFORD:
Rutherford Volunteer Fire Department
P.O. Box 160
Rutherford, CA 94573

5. Electronic Signatures. This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 1 and shall have the same force and effect as a manually executed original.

6. This Amendment No. 1 shall be effective as of the date first written above.

7. Except as provided in Paragraphs 1 through 6, above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

RUTHERFORD VOLUNTEER FIRE DEPARTMENT:

By Mike Morisoli
MICHAEL MORISOLI, President

COUNTY:

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair Board of Supervisors

By David Shew
David Shew - Mar 19, 2025 1:42 PDT
DAVID SHEW, Fire Administrator

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley (e-sign)</u> Deputy County Counsel Date: <u>March 19, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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Signature: Michael Morisoli
Michael Morisoli (Mar 19, 2025 1:43 PDT)
Email: michael.morisoli@npafire.org









Rutherford Volunteer Fire Department Site Use Agreement Addendum

Final Audit Report

2025-03-19

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