

MEMORANDUM OF AGREEMENT NO. 260105B
By and Between Napa County Fire Department and
Napa County Public Works Department

SUBJECT: Fire Equipment Repair Space at Napa County Airport

PURPOSE: To provide satisfactory interim accommodations for fire equipment repair

EFFECTIVE DATE: August 19, 2025

WHEREAS, Napa County owns and operates the Napa County Airport, a general aviation airport located in Napa County, California, hereinafter referred to as “Airport;” and operates the Airport as an Enterprise Fund within the Public Works Department for both operating expenses and capital development costs; and County is obliged to act in accordance with the State of California airport operating permit and Federal Aviation Administration grant assurances; and

WHEREAS, Napa County has established a Fire Department which operates through a Fire Fund for both operating expenses and capital development costs to support a wide area of responsibility acting as a first responder to the outbreak of fires and emergency medical incidents, managing existing and future fire risk for property and buildings, and serving as a mutual aid agency; and

WHEREAS, the Napa County Fire Department has an urgent requirement for fire equipment repair facilities to support response functions of the Department; and

WHEREAS, the Napa County Public Works Department desires to work with the Napa County Fire Department to provide space at the Airport within County facilities located at 2500 Airport Road, Napa, CA 94558; and

WHEREAS, to meet these mutual goals, the Napa County Public Works Department and the Napa County Fire Department hereby enter into this Memorandum of Agreement (MOA) as of the effective date; and

WHEREAS, Napa County Fire Department and Napa County Public Works therefore agree as follows:

1. LESSEE:
 - a. Napa County Fire Department (“Fire” or “Lessee”).
2. LESSOR:
 - a. Napa County Airport Enterprise will serve as Lessor (“Lessor” or “Airport Division”).
3. PREMISES:
 - a. General aviation hangar with office located at 2500 Airport Road, Napa, CA 94558 totaling approximately 13,134 square feet (sf), of which 2,286 sf is unoccupiable and unusable.

- b. Non-exclusive use of paved apron area north of 2500 Airport Road to the edge of the non-exclusive taxilane. Lessor will advise of the need for airport use of the paved apron for aircraft parking with one (1) business day notice.
 - c. The total area of the premises is approximately 35,000 sf.
 - d. Fire accepts the Premises in their present “as is” condition. Fire acknowledges and agrees that Lessor makes no representation or warranty as to the condition of the Premises, whether as to patent, latent or other defects and general condition.
 - e. Lessor has no obligation to repair the Premises or replace any component or part thereof, whether or not affixed to the building, except as otherwise stated herein.
4. ACCESS TO PREMISES BY FIRE:
- a. Facility access will be permitted 24 hours each day, seven days each week through Gates 4 and 6.
 - b. Fire personnel will coordinate with Airport Division Operations at any time or circumstance that Fire equipment will traverse the non-movement taxilanes or aprons of the Airport Operations Area (AOA).
 - c. Fire may access the property at no cost, until Section 17. Tenant Improvements are complete and Section 5. Agreed Use commences.
5. AGREED USE:
- a. Fire shall use the Premises for maintaining and repairing fire equipment and other non-emergency administrative duties. s
6. USE RESTRICTIONS:
- a. The Premises has no access to the general public and is not intended to be public facing. Any guests or service providers will need to be escorted by Fire. The Napa County Airport is an access-controlled facility.
 - b. Fire personnel shall be trained and shall follow all protocol to work safely and securely in the Air Operations Area (AOA) of the Airport and in the non-movement area of the airfield.
 - c. The Premises will only be used for fire equipment maintenance and repair and will not be used for any other purpose (e.g., public meetings, business with public parties, intra- or inter-agency meetings, social gatherings, parties, fund raisers, retirements, or special events).
 - d. The Premises shall not be used by Fire for salvaged equipment storage or bulk hazardous material storage conflicting with the spill prevention and countermeasures control plan on file.
 - e. The Premises will not be used as a training space for fire units.
 - f. Except for Fire’s normal response to any emergency occurring at the Airport and uses expressly permitted by this MOA, any other use of the Airport, including for non-emergency Fire training, shall be coordinated and scheduled separately.

7. USE OBLIGATIONS:

- a. Fire shall prepare a Storm Water Pollution Prevention Plan (SWPPP) compliant with the Airport's SWPPP and the best management practices of the Airport's general industrial discharge permit issued by the State.
- b. Fire shall use the facility in compliance with hazardous material handling and storage requirements. Fire shall have sufficient protection measures and extinguishers available onsite as necessary.
- c. Fire shall operate to not adversely affect the Lessor's Wildlife Hazard Management Plan (WHMP) for the control of bird and animal habitat & food sources that affect aircraft.

8. TERM:

- a. The initial term shall be (3) years commencing on the effective date.

9. OPTION PERIOD:

- a. Lessor offers two (2), one-year options to extend the MOA term after the initial term. Fire shall notify Lessor of its intent to exercise each option prior to the expiration of the then-current term.
- b. At least ninety (90) days prior to the end of the second option, the parties may negotiate for a new Memorandum of Agreement under mutually agreeable terms. Nothing in this paragraph shall be construed as a guarantee that new MOA terms will be reached or that a new MOA will be entered into.

10. BASE RENT:

- a. THIRTY-TWO THOUSAND AND FOUR HUNDRED THIRTY-FIVE DOLLARS (\$32,435) per quarter for the described Premises.

11. PAYMENT

- a. Lessor will submit a quarterly journal of amounts due, to include Base Rent and the cost of Other Services, for Fire to review and approve. Fire shall make a good faith effort to ensure payment is transferred to Lessor within the same calendar month that the quarterly journal is received. The parties acknowledge and agree that payment for the final quarter of each fiscal year must be transferred within that same fiscal year; in this regard, Lessor will endeavor to provide the journal of amounts due as early as practicable and Fire will make every effort to ensure the transfer of payment is timely made.

12. BASE RENT INCREASES:

- a. As of July 1, of each year, the Base Rent shall be increased by three percent (3.0%) and shall increase by three percent (3.0%) for each following year thereafter, including any option period or period of holdover.

13. UTILITIES:

- a. Fire, at Fire's expense, shall be responsible for all existing utility costs and fees, including telephone and internet services.
- b. Fire shall arrange and pay for regular janitorial services and waste collection.

14. OTHER SERVICES:

- a. In addition to the Base Rent, Fire shall pay Lessor, at adopted rates for staff and equipment, for any additional services requested of Lessor by Fire.

15. LESSOR'S OBLIGATIONS: Lessor shall be responsible for the following obligations to keep the Premises functional and in good working order:

- a. Aircraft apron asphalt repair.
- b. Major maintenance or repair of hangar structural components (subject to authorized budget limits and available staff scheduling.)

16. LESSEE'S COSTS AND OTHER OBLIGATIONS: Lessee shall be responsible for the following costs and obligations:

- a. Maintenance, repairs, or replacements of hangar facility systems including but not limited to roof, hangar doors, utility distribution, heating and air conditioning systems, and vehicle parking area pavements subject to authorized budget limits and available staff scheduling.
- b. Exterior landscaping and weed abatement.
- c. All interior maintenance, repairs, or replacements.
- d. Fire shall, at the expiration or termination of this MOA, surrender the Premises to Airport in the condition received (fair wear and tear and acts beyond the control of Fire excepted).

17. TENANT IMPROVEMENTS TO BE PERFORMED BY LESSOR:

- a. As an additional resource, office furniture located at the Airport that is unused at the time of entering into this MOA may be selected by Fire and moved into the premises and arranged by Fire.
- b. Repair the large corner roof leak at Lessor's cost.
- c. Remove birds and nests from hangar.
- d. Install lighting upgrade, including LED lights in open bay area of hangar.

18. TENANT IMPROVEMENTS TO BE PERFORMED BY LESSEE:

- a. Fire to provide furniture (other than inventory accepted from Airport), maintenance equipment, fixtures, telephone, internet, and County connectivity (though County ITS), flooring, technology, workbenches, and every other item needed or desired to serve its employees.
- b. Remove existing bird feces and mold from hangar.
- c. Pay cost to Lessor for Lessor's installation of lighting upgrade.

19. SIGNAGE:

- a. Fire and Lessor will coordinate signage for deliveries and identification.

20. NOTICES:

- a. Notices shall be sent to the addresses listed below by interoffice mail or first-class mail and a courtesy copy shall be sent by email. Notice shall be effective three (3) business days after the notice is placed in the mail, whether interoffice or US mail.

Lessor: Airport Manager
Napa County Airport
2000 Airport Road
Napa, CA 94558
infoairport@countyofnapa.org
mark.witsoe@countyofnapa.org

Fire: Fire Chief
Napa County Fire Department
951 California Blvd
Napa, CA 94559
firedepartment@countyofnapa.org

Either party shall update its notification address by notifying the other party in writing of such change.

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>July 29, 2025</u> PL No. 1347971</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
--	--	--

Exhibit A



Space Utilized

Hanger – 10,000 sq ft

Office Utilized – 848 sq ft

*Remaining sq ft is unusable and not contemplated in rental agreement.