

AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 240236B

SITE USE AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) **TO AGREEMENT NO. 240236B** is made and entered into as of October 22, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and DRY CREEK-LOKOYA VOLUNTEER FIRE DEPARTMENT, hereinafter referred to as “DRY CREEK-LOKOYA.” COUNTY and DRY CREEK-LOKOYA may be referred to in this Agreement individually, as “Party” and collectively, as “Parties.”

RECITALS

WHEREAS, as of February 6, 2024, COUNTY and DRY CREEK-LOKOYA entered into Site Use Agreement, Napa County Agreement No. 240236B (“Agreement”), whereby DRY CREEK-LOKOYA 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 DRY CREEK-LOKOYA is willing to and able to continue to provide such facilities; and

WHEREAS, COUNTY and DRY CREEK-LOKOYA 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 DRY CREEK-LOKOYA hereby amend Agreement No. 240236B, as follows:

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

COMPANY: This refers to DRY CREEK-LOKOYA VOLUNTEER FIRE DEPARTMENT, a non-profit association.

PREMISES: This refers to the properties located at:

(a) 5900 Dry Creek Road, Napa, CA 94558 (APN 027-310-026-000). The real property upon is owned by COUNTY. The structures including a two (2) bay garage, kitchen, training room, storage shed, and restroom on the real property are owned by DRY CREEK-LOKOYA. This site shall be referred to individually in this Agreement as the "DRY CREEK PREMISES."

(b) The garage located at 3132 Mt. Veeder Road, Napa 94558 (APN 034-080-013-000). The property upon which the garage is situated is owned by Daniel Binner & Donna Keeney.

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

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 location for notices to the County, as follows:

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

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.

DRY CREEK-LOKOYA VOLUNTEER FIRE
DEPARTMENT:

By Joseph Nordlinger
JOSEPH NORDLINGER, Board Chairperson

COUNTY:

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair Board of Supervisors

By Jeffrey Rogers
JEFFREY ROGERS, Fire Administrator

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley (e-sign)</u> Deputy County Counsel Date: <u>July 11, 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: Joseph Nordlinger
Joseph Nordlinger (Jul 17, 2025 16:04 PDT)
Email: joe@napafirewise.org

Signature: Jeffrey Rogers
Jeffrey Rogers (Jul 17, 2025 16:06 PDT)
Email: jr.rogers@countyofnapa.org