



**NAPA COUNTY GRAND JURY
2014-2015**

APRIL 24, 2015

FINAL REPORT

**NAPA COUNTY FIRE DEPARTMENT
CAREER AND VOLUNTEER
FIREFIGHTERS WORKING TOGETHER
TO PROTECT NAPA COUNTY**

1 **CAREER AND VOLUNTEER FIREFIGHTERS WORKING**
2 **TOGETHER TO PROTECT NAPA COUNTY**

3 **SUMMARY**

4 A review of the Napa County Fire Department was conducted to determine the
5 overall organization of the firefighting units within Napa County as well as to
6 evaluate the training of the volunteer fire personnel. The 2014-2015 Grand Jury
7 had the opportunity to interview several of the top staff employees of the Napa
8 County Fire Department. The Grand Jury also interviewed several Napa County
9 staff employees who regularly interface with Napa County Fire Department staff as
10 well as with the Napa County volunteer firefighters. The Grand Jury also
11 conducted tours of several volunteer fire stations and interviewed volunteer
12 firefighters associated with the stations.

13 The Fire Service Advisory Committee (FSAC) is a committee that was formed by
14 the Napa County Board of Supervisors (BOS) to focus on concerns within Napa
15 County Fire Department. The FSAC was formed on June 11, 2013 by the BOS
16 with Resolution 2013-67. Several of the interviews that the Grand Jury conducted
17 were to help determine the effectiveness of the Fire Service Advisory Committee.
18 We found that the FSAC did not meet often enough in 2014 to be effective. Our
19 investigation discovered that the Site Use Agreements for all nine of the volunteer
20 fire stations had not been signed and there are some unresolved issues that needed
21 to be worked out.

22 Training of the Napa County volunteer firefighters has been an ongoing struggle
23 for the Napa County Fire Department. There is a constant increase in educational
24 requirements for all firefighters to maintain certification. All of the people
25 interviewed acknowledged the need for improvement in access to available
26 training classes.

27 Occasionally, Napa County Fire asks volunteer firefighters if they would be able to
28 work at one of Napa County's full-time career fire stations to fill in for firefighters
29 that are called away to fight fires out of the area. These assignments are called
30 cover assignments and the volunteers are to receive wages for hours worked while
31 on a cover assignment. Several of the people that we interviewed made mention of
32 the difficulty and lack of timeliness in receiving payment for hours worked while
33 on cover assignments.

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The Grand Jury urges:

- the FSAC to establish regular meetings, properly post notice of meeting dates and times, and distribute agendas and minutes.
- the FSAC to request training issues from volunteer firefighters and to develop a plan to address them.
- Napa County to implement procedures to ensure payment of volunteer firefighters for cover assignments within 30 days.

42 **BACKGROUND**

43 **California Department of Forestry and Fire Protection (CAL FIRE or CDF)**

44 CAL FIRE is the State of California’s agency responsible for fire protection in the
45 31 million acre State Responsibility Areas of California, the area of the state where
46 the State of California is financially responsible for the prevention and suppression
47 of wildfires. This agency is also responsible for the administration of the state’s
48 private and public forests.

49 The County of Napa contracts with CAL FIRE for fire protection service as the
50 Napa County Fire Department at a cost of \$8,923,013 for fiscal year 2015. CAL
51 FIRE supplies the necessary career firefighter staff to man the Napa County Fire
52 Stations.

53 The County also contracts with CAL FIRE to supply an employee who accepts the
54 title of Napa County Fire Chief and is appointed to this position by the Board of
55 Supervisors. The Napa County Fire Chief oversees all Napa County career
56 firefighters, fire stations, and Napa County volunteer fire companies.

57 There are nine volunteer fire companies, some of which have satellite stations
58 which provide additional coverage with the staging of assets in multiple areas.
59 Approximately 200 volunteer firefighters are associated with the volunteer
60 companies:

- | | | | |
|----|-------------|------------------|---------------|
| 61 | Angwin | Capell Valley | Carneros |
| 62 | Deer Park | Dry Creek Lakoya | Gordon Valley |
| 63 | Pope Valley | Rutherford | Soda Canyon |

64 **Fire Service Advisory Committee (FSAC)**

65 FSAC was formed to help work on organizational issues, improve communication,
66 and provide a format for the Napa County fire fighting community to voice

67 concerns and provide opportunities for improvement. The FSAC has 11 members:
68 three are from the Napa County volunteer fire ranks and three are from CAL
69 FIRE/Napa County Fire. The remaining five members are Napa County staff
70 employees and an appointed citizen of Napa County. The FSAC is to meet on a
71 regular basis. The meetings are to be announced publicly and be open to the public
72 and all firefighter personnel.

73 The FSAC is to provide input on operational policies and procedures such as
74 training plans, budgets, equipment replacements and fleet management as well as
75 long term goals and objectives. The FSAC can also be asked by the BOS to act in
76 an advisory capacity to all matters related to the fire department.

77 **METHODOLOGY**

78 A. Interviews conducted

- 79 - Several Napa County Fire Department employees
- 80 - Napa County Executive Office staff member
- 81 - Two Napa County staff employees
- 82 - Two Napa County Volunteer Fire Chiefs
- 83 - Nine Napa County Volunteer Firefighters

84 B. Documents reviewed

- 85 - Copy of Site Use Agreement
- 86 - Copy of Memorandum of Agreement
- 87 - Letter from volunteer fire chiefs addressed to Napa County Board of
88 Supervisors (dated 2014).
- 89 - Email responses listing steps involved for wages/payment for hours
90 worked on Cover Assignments at a career fire station.

91 Internet searches

- 92 - Fire Service Advisory Committee:
93 www.countyofnapa.org/Pages/DepartmentContent.aspx?id=4294980866

94 - Napa County Fire Department:
95 www.countyofnapa.org/Pages/DepartmentDocuments.aspx?id=4294967423

96 C. Facilities visited or inspected

- 97 - CAL FIRE office 1199 Big Tree Lane Rd. St. Helena, CA
- 98 - CAL FIRE Dispatch Center 1199 Big Tree Lane Rd. St. Helena, CA.
- 99 - Rutherford Fire Station, HWY 29, Rutherford, CA.
- 100 - Rutherford Fire Satellite Station 8140 Silverado Trail, Rutherford, CA.
- 101 - Carneros Fire Station 1598 Milton Rd. Napa, CA.
- 102 - Carneros Fire Satellite Station 4301 Old Sonoma HWY Napa, CA.
- 103 - Napa County Administration office 1195 Third Street Napa, CA.

104 **DISCUSSION**

105 Napa County Fire staff employees told the Grand Jury that the Napa County Fire
106 Department and the Napa County Administration are in favor of keeping a viable
107 County volunteer firefighting force and the nine volunteer fire companies. The
108 Napa County Fire staff is aware of the many issues that have been involved with
109 the Napa County Fire Department and the volunteer companies. Some of the
110 outstanding issues are as follows:

111 **A. Volunteer Firefighter Training:**

112 One of the main ongoing issues involves training and certification for the
113 approximately 200 volunteer firefighters. All the people that were interviewed
114 acknowledged that ongoing training was the biggest issue for all the volunteers.
115 The volunteers find it difficult to receive the required training due to the
116 following reasons:

- 117 - Training classes are often at dates, times, and locations that are not
118 convenient for volunteers with full-time jobs.
- 119 - Qualified Trainers from CAL FIRE are sometimes unavailable because
120 they are on assignment fighting fires elsewhere.
- 121 - There are not enough qualified trainers to conduct classes.

122 All of the people that were interviewed said that the new Napa County Fire
123 Chief needs to consider the following:

- 124 - Focus on training new trainers within the Napa County volunteer ranks.
- 125 - Restrict trainers from being called to perform assignments that leave no
126 trainers available for training.
- 127 - Schedule and conduct training during days and times convenient for
128 volunteers that work full-time jobs.

129 **B. Fire Service Advisory Committee (FSAC):**

130 The FSAC was formed to help deal with issues within the Napa County Fire
131 Department and the volunteer fire organization. In a review of the function of
132 the FSAC it was discovered that the organization and its sub-committees are
133 not meeting on a regular enough basis to provide for continuous improvement.
134 It was difficult to determine how many meetings were conducted in 2014. The
135 Grand Jury interviewed at least nine people who are members of the FSAC and
136 none of them could recall how many meetings that the committee had held in
137 2014.

138 In a review of the Napa County website page dedicated to the FSAC, the
139 webpage indicated that only four meetings had taken place during all of 2014.
140 The Grand Jury had confirmed through interviews and emails that the FSAC
141 had actually conducted additional meetings that are not noted on the website.
142 The FSAC is conducting some meetings without making the required public
143 announcements or posting public notice of meeting dates, times, and agendas
144 in the Napa County information window box located at 1195 Third Street in
145 Napa.

146 The FSAC members will need to focus their attention on creating an
147 atmosphere that is positive and that will lead to change and improvement. The
148 Grand Jury recommends that the FSAC not only publish and announce meeting
149 dates, topics, and agendas, but also circulate the minutes from committee
150 meetings to all Napa County volunteer firefighters via email. The new Napa
151 County Fire Chief can make huge improvements if an effort is made towards
152 using the FSAC as a tool to help implement the changes that Napa County Fire
153 needs.

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C. Memorandum Of Agreement and Site Use Agreement:

156 The 2014-2015 Napa County Grand Jury found that several documents that are
157 used to help define the business relationships with Napa County and the nine
158 volunteer fire companies and their volunteer ranks are a source of irritation for
159 several reasons. Two of the documents, the Memorandum of Agreement and
160 the Site Use Agreement (see Appendix), are examples of documents with
161 which some of the volunteer companies are not in complete agreement. It does
162 not appear that the disagreements are of such a magnitude that they cannot be
163 resolved.

164 A letter sent from the nine volunteer fire chiefs to the Napa County Board of
165 Supervisors indicates that there are unresolved issues. The Grand Jury was also
166 informed that several of the volunteer fire companies had not signed and
167 returned the Site Use Agreement document.

168 If the FSAC were functioning as it was envisioned or intended, it would
169 provide a working platform for the volunteer fire companies and members to
170 communicate their exact issue with each document.

171 **D. Volunteer Pay for Cover Assignments**

172 The Grand Jury interviewed several volunteer firefighters who worked at some
173 of the Napa County Career fire stations on cover assignments. A cover
174 assignment is when a volunteer firefighter agrees to work at a career fire
175 station and receives payment for hours worked. Cover Assignments are a way
176 to help integrate the volunteer firefighter ranks with the career Napa County/
177 CAL FIRE staff. These assignments help the firefighters bond with each other
178 as a working unit to provide better service countywide. The experience that a
179 volunteer obtains while working with career firefighters on a cover assignment
180 would provide the best possible training environment by allowing exposure to
181 a wide variety of calls.

182 While conducting our interviews we discovered a major problem within Napa
183 County Fire with regard to wages paid to volunteers that work on cover
184 assignments. Volunteer firefighters normally only receive a small monthly
185 stipend for their services. However, when a volunteer accepts an assignment to
186 work on a cover assignment at a career fire station the firefighter is offered
187 County pay for hours worked. The volunteers that we spoke with that had
188 recently worked on cover assignments all related stories about the difficulty of
189 actually receiving pay for hours worked. According to the volunteers and the

190 Napa County Fire Department staff that we interviewed, it was confirmed that
191 it takes anywhere from three months to as long as nine months to receive pay
192 for hours worked while on cover assignments. There could be as many as nine
193 steps that have to be accomplished prior to receiving pay.

194 All those we interviewed from Napa County Staff, Napa County Fire and the
195 Napa County volunteer firefighters made it clear that they all want to retain a
196 viable volunteer firefighting organization within Napa County Fire. The 2014-
197 2015 Grand Jury feels that Napa County staff and the Napa County Board of
198 Supervisors and Napa County Fire Chief should re-examine the issue with
199 regard to volunteer firefighters receiving pay in a timely manner for cover
200 assignments.

201 **FINDINGS**

202 F1. The FSAC and its sub-committees are not holding regular meetings as
203 required, and the FSAC meetings and agendas are not being published on the
204 County of Napa website for public viewing or access.

205 F2. The Napa County volunteer fire companies continue to have concerns with the
206 documents such as the Memorandum of Agreement and the Site Use
207 Agreement (see Appendix).

208 F3. Training and Certification continues to be a challenge for Napa County Fire
209 volunteer members. In order for Napa County Fire to maintain and possibly
210 grow the volunteer firefighter ranks, there needs to be greater attention
211 applied to a comprehensive training program that provides ample opportunity
212 for volunteer firefighters to receive the required training.

213 F4. Payroll for volunteer firefighters that work on cover assignments at Napa
214 County Fire career fire stations or on other fire assignments is not paid in a
215 timely fashion. Receipt of payroll takes anywhere from three to nine months
216 after an assignment has ended. This is a hardship for volunteers that take time
217 off from regular jobs to work on cover assignments.

218 **RECOMMENDATIONS**

219 R1. By September 1, 2015, the Fire Service Advisory Committee to establish a
220 regular meeting schedule, circulate the meeting minutes, and update the FSAC
221 webpage within 10 days of every meeting, in order to inform the community
222 and firefighter ranks of scheduled meetings and agendas. In addition, the

223 minutes for each FSAC meeting are to be circulated within 10 days of each
224 meeting to all the members of the Napa County Fire and volunteer ranks to
225 keep them informed of the issues and the efforts to address them.

226 R2. By September 1, 2015, the nine Napa County Volunteer Fire Chiefs to re-
227 address their issues with the Memorandum of Agreement and the Site Use
228 Agreement documents by sharing with the FSAC a detailed letter that lists and
229 highlights each concern

230 R3. By September 1, 2015, The Fire Service Advisory Committee to ask for input
231 from all the Napa County Fire volunteer firefighters with regard to training
232 issues and by December 31, 2015, to present a plan to resolve the identified
233 training issues.

234 R4. By December 31, 2015, Napa County Administration staff to implement
235 procedures to pay volunteer firefighters for wages that were earned while on
236 cover assignments within 30 days of their assignments.

237 **REQUEST FOR RESPONSES**

238 Pursuant to Penal Code section 933.05, the grand jury requests responses as
239 follows:

240 From the following individuals:

- 241 ■ Napa County Fire Chief: R1
- 242 ■ Nine Volunteer Fire Chiefs: R1, R2, R3
- 243 ■ Napa County Executive Office: R1, R4

244 From the following governing bodies:

- 245 ■ Napa County Board of Supervisors: R1, R3
- 246 ■ Napa County Treasurer Office: R4

247 **APPENDIX**

248 Exhibit 1: Memo of Agreement for Fire and Emergency Services

249 Exhibit 2: Site Use Agreement

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Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

SITE AND USE AGREEMENT BETWEEN NAPA COUNTY AND GORDON VALLEY VOLUNTEER FIRE DEPARTMENT FOR USE OF A FIRE STATION BY THE VOLUNTEER FIRE COMPANY IN GORDON VALLEY

This Agreement is made between GORDON VALLEY VOLUNTEER FIRE DEPARTMENT hereinafter referred to as "GORDON VALLEY", 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 the volunteer fire company in Gordon Valley for the provision of volunteer firefighting services.
- (b) COUNTY desires to enter into Site Use Agreement with Gordon Valley Volunteer Fire Department for use of a volunteer fire station facility.

Section 1. DEFINITIONS

GORDON VALLEY: This refers to the non-profit corporation, Gordon Valley Volunteer Fire Department. This corporation is an independent non-profit public benefit organization that collects monies through donations, fundraising, grants, etc., for the purpose of supporting the volunteer fire company in Gordon Valley. 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 a Memorandum of Agreement. The volunteer fire company in Gordon Valley is one (1) of nine (9) such companies and is operating under Napa County Agreement No. 8066.

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

PREMISES: This refers to the property located at 1345 Wooden Valley Cross Road Napa, CA (APN # 033-140-010; legal address 6485 Gordon Valley Road).

Section 2. PREMISES

GORDON VALLEY owns and hereby agrees to allow the COUNTY to utilize the PREMISES, in the Napa County for the purpose of a Volunteer Fire Station for COMPANY. These PREMISES consist of one fire station containing a three (3) bay garage, a conference room and a community room.

Section 3. TERM

3.1 Term. The term of this Agreement shall coincide with the term of Napa County Agreement No. 8066 with COMPANY. If Napa County Agreement No. 8066 is terminated by either party, this

Agreement shall also terminate at the same time as the effective date Agreement No. 8066 is terminated.

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

Section 4. COUNTY'S PAYMENT OBLIGATIONS

4.1 GORDON VALLEY 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 water 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 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 GORDON VALLEY. Other COUNTY business may be conducted at the discretion of GORDON VALLEY 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 GORDON VALLEY's Obligations.

GORDON VALLEY SHALL:

- (a) During the term of this Agreement or any extension of the term, provide and maintain in good repair and tenantable condition, at GORDON VALLEY's sole cost

and expense, the interior and exterior of the PREMISES, including but not limited to the following; building structural integrity, paving, parking lots, fencing, irrigation systems, sidewalks, 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 (Gov. Code section 12940), and Title 24 of the California Code of Regulations. GORDON VALLEY 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 GORDON VALLEY 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, safe and shall be responsible for normal wear and tear.

Section 7. ALTERATIONS TO PREMISES

7.1 COUNTY, with GORDON VALLEY's written consent, may make alterations to the PREMISES as the COUNTY deems appropriate and necessary or as reasonably requested by GORDON VALLEY 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 GORDON VALLEY and documented in writing signed by both parties prior to the alterations being made. All improvements made by COUNTY which are attached to the PREMISES shall become property of GORDON VALLEY upon termination of this Agreement. COUNTY shall be responsible to repair all damages resulting from the installation of funded improvements.

7.2 GORDON VALLEY 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 COUNTY and COMPANY as the occupants of the PREMISES.

Section 8. ASSIGNMENT AND SUBLETTING

8.1 GORDON VALLEY's 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 GORDON VALLEY with the exception of use of the station by COMPANY. GORDON VALLEY'S 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 GORDON VALLEY, 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 GORDON VALLEY, 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 GORDON VALLEY 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 GORDON VALLEY, its agents, contractors or volunteers. GORDON VALLEY 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 GORDON VALLEY's part to be performed under the terms of this Agreement, or arising from any negligence or wrongdoing of GORDON VALLEY, or any of its agents, contractors or 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, GORDON VALLEY, upon notice from COUNTY, shall defend the same at GORDON VALLEY's expense provided, however, that GORDON VALLEY 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 GORDON VALLEY within ten (10) days of receipt or notice of any claim.

9.2 COUNTY shall indemnify and hold GORDON VALLEY harmless from and defend GORDON VALLEY 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 GORDON VALLEY 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 GORDON VALLEY by reason of any such claim,

COUNTY, upon notice from GORDON VALLEY, 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 GORDON VALLEY or its agents, contractors, volunteers or employees. GORDON VALLEY 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 GORDON VALLEY's discretion, the PREMISES may be used by individuals or organizations for GORDON VALLEY, non-COUNTY related COMPANY events, and for public gatherings where notification has been made in writing to the Napa County Fire Chief. All notifications will be forwarded to the Napa County Risk Manager for review and evaluation. GORDON VALLEY, other organizations or individuals requesting use of the building 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 COMPANY or GORDON VALLEY fundraisers and events not directly related to the operation of the PREMISES as a Volunteer Fire Station or third parties using the facility as described in Section 5.1 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, GORDON VALLEY shall make good faith and diligent efforts to repair or replace facilities on the original site, provided that GORDON VALLEY has sufficient funds for repair or replacement from insurance proceeds or other funding sources. If GORDON VALLEY does not have sufficient funds for the repair or replacement of the PREMISES, then GORDON VALLEY shall not be obligated to repair or replace PREMISES and this Agreement shall terminate.

11.2 Within one hundred twenty days (120) days following the damage or destruction of PREMISES, GORDON VALLEY 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 GORDON VALLEY or COUNTY fails to comply with any of the material provisions of this Agreement, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 13 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
1125 Third Street, Second Floor
Napa, CA 94559

Gordon Valley:

Gordon Valley Volunteer Fire Department
6485 Gordon Valley Road
Napa, CA

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 GORDON VALLEY 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 GORDON VALLEY and COUNTY. GORDON VALLEY 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.

IN WITNESS WHEREOF, COUNTY and GORDON VALLEY have executed this Agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

COUNTY:
Dated: _____

By: NAPA COUNTY
Mark Luce
Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Gordon Valley Volunteer Fire Department

Dated: _____

By: _____

Reviewed as to Substance
by County Fire Chief:

Scott Upton (e-signature)
County Fire Chief / Department Director

Approved as to Form
County Counsel:

Laura J. Anderson (e-signature)
Deputy County Counsel

