



RESOLUTION No. 19-020

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NO. 1 TO A LICENSE AGREEMENT BETWEEN THE COUNTY OF NEVADA AND PHILLIPS AND JORDAN, INC., REPRESENTING PACIFIC GAS AND ELECTRIC COMPANY, FOR THE USE OF THE NEVADA COUNTY OPERATIONS CENTER ACCESS ROAD FOR A TREE MORTALITY DEBRIS MANAGEMENT SITE (DMS), IMPROVEMENTS TO THE ACCESS ROAD AND LA BARR MEADOWS ROAD, PROVIDING A LOCATION FOR A POSSIBLE PUBLIC DMS, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AMENDMENT

WHEREAS, Resolution 16-468 proclaimed a Local Emergency in Nevada County due to extreme tree mortality from bark beetle infestation resulting from record drought conditions experienced in Nevada County over the last five years and Pacific Gas and Electric Company (PG&E) has agreed to remove infested trees from private and public lands that endanger dwellings and infrastructure; and

WHEREAS, PG&E has contracted with Phillips and Jordan, Inc., (P & J) to facilitate the removal and disposal of the infected trees by establishing a DMS adjacent to County property for the storage of trees, tree slash, and green waste debris; and

WHEREAS, P & J has leased part of the Rare Earth property for this use, and because the location is not accessible from La Barr Meadows Road due to contaminated soil, the County of Nevada and P & J entered into a License Agreement with the County to use the Nevada County Operations Center road to access the DMS area through Resolution 17-079; and

WHEREAS, the License Agreement expires on February 13, 2019 and includes two additional two-year options to renew contingent on mutual agreement and compatibility with the County's building development plan for the Operations Center; and

WHEREAS, both parties desire to exercise the first option to renew for a period of 18 months and to extend the term of the License through August 13, 2020 and to amend the Agreement to allow for improvements to the project site during the extended term; and

WHEREAS, Licensee agrees to fully cooperate with the County as it relates to the scheduling of construction activities and use of the road and required improvements will not interfere with the construction of the Operations Center.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Chair of the Board of Supervisors approves in substantially the form attached hereto, Amendment No. 1 to the License Agreement for use of the Nevada County Operations Center access road by and between said County and Phillips and Jordan, Inc., representing Pacific Gas and Electric Company, for the period February 14, 2019 through August 13, 2020 at no cost to the County and the Board Chair be and is hereby authorized to execute Amendment No. 1 on behalf of the County of Nevada and that in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of January, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller,
Susan K. Hoek and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By:



Richard Anderson, Chair

1/08/19 cc: Facilities*
AC* (Hold)

1/15/19 cc: Facilities
AC* (Release)
P&J, Inc.

**AMENDMENT NO. 1 TO THE LICENSE AGREEMENT BETWEEN PHILLIPS AND JORDAN, INC. AND THE
COUNTY OF NEVADA (RESOLUTION # 17-079)**

THIS AMENDMENT is executed this 8th, day of January, 2019 by and between the COUNTY OF NEVADA (the Licensor), and Philips and Jordan, Inc. (the Licensee). Said Amendment will amend the prior agreement between the parties entitled LICENSE AGREEMENT NEVADA COUNTY OPERATIONS PHILLIPS AND JORDAN, INC., TREE STORAGE ACCESS LICENSE AGREEMENT FOR LICENSEE OF NEVADA COUNTY executed on February 14, 2017, Resolution 17-079.

WHEREAS, the current term of the License Agreement expires February 13, 2019; and

WHEREAS, both parties agree to amend the current License to extend the term of the License for a period of 18 months through August 13, 2020; and

WHEREAS, this Amendment shall be effective with no lapse in the existing Agreement; and

WHEREAS, the parties desire to amend their agreement to allow for improvements to the project site during the extended agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. That the CONDITIONS OF LICENSE paragraph 6. be amended as follows:

Add the following paragraphs to Access Road after the last sentence:

The Licensee agrees to fully cooperate with the County representative and the General Contractor as it relates to the scheduling of construction activities. If required due to construction and or repair, the Licensee will suspend trucking activities and access road usage for up to three consecutive weeks with a 30 day prior written notice from the County.

Licensee will maintain all associated Storm Water Prevention Plan requirements as they relate to adjacent site tie-ins and all access road elements, maintain and repair the access road as needed and as required under the direction of the County of Nevada Public Works Director, sweep and clean the access road and re-stripe as required at the completion of the NCOC and prior to the Grand Opening and/or ribbon cutting ceremonies and Install and maintain a rip rap traffic stabilized entrance/exit as detailed by County Public Works if and when required by the County representative.

Licensee will mitigate and pay any general contractor claims and expenses directly related to the operation and construction of the access road as those claims and expenses are deemed by the County of Nevada representative to be caused by and directly related to this agreement.

2. That Paragraph 12 Hold Harmless, Indemnification, Damages, and Insurance be amended as follows:

12. D. (2) Comprehensive General Liability Insurance be amended from \$1 Million to \$2 Million and a \$4 Million Aggregate.

12.D.(3) Automobile Liability Insurance be amended from \$1 Million Commercial to \$2 Million Commercial and provide a minimum of 1 Million in combined single limits.

3. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed or cause this instrument to be executed as of this day and year first above written.

LICENSOR:


COUNTY OF NEVADA
INFORMATION AND GENERAL SERVICES DEPARTMENT
950 MAIDU AVENUE
NEVADA CITY, CALIFORNIA 95959

By: 
~~Edward C. Scofield~~ Richard Anderson
Chair, Board of Supervisors

Date: 1/8/2019

LICENSEE:

PHILLIPS AND JORDAN, INC.
10201 PARKSIDE DR. SUITE 300
KNOXVILLE, TN 37922

By: 
Phillips and Jordan
Licensee of Nevada County

Date: 1-4-19

APPROVED AS TO FORM:
COUNTY COUNSEL

By: 

ATTEST:

By: 
Julie Patterson Hunter
Clerk of the Board of Supervisors