



RESOLUTION No. 17-264

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE LICENSE AGREEMENT WITH THE GOLDEN EMPIRE FLYING ASSOCIATION (GEFA) FOR THE USE OF THE NEVADA COUNTY AIRPORT FOR THE THIRTY-FIFTH NEVADA COUNTY AIRFEST 2017

WHEREAS, the Golden Empire Flying Association (GEFA) is a non-profit organization whose objectives include the promotion of general aviation, safe flying, and the strong business health of the Nevada County Airport; and

WHEREAS, GEFA has previously sponsored the "AirFest" to promote the Airport, display interesting aircraft and aerial fire suppression equipment, provide demonstration flights for attendees, and introduce young people to potential careers in aviation; and

WHEREAS, the Golden Empire Flying Association has requested the use of the Nevada County Airport for this two-day event.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Board of Supervisors hereby approves in the form attached hereto, a License Agreement between the County of Nevada and the Golden Empire Flying Association dated June 13th, 2017 for the non-exclusive use of the Nevada County Airport to host the Thirty-Fifth Nevada County "AirFest" on Friday evening, July 7th and Saturday, July 8th, 2017, and that the Airport Manager is hereby authorized to execute the License Agreement on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of June, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By:  _____


Hank Weston, Chair

6/13/2017 cc: Airport*
AC* (Hold)

8/21/2017 cc: Airport*
AC* (Release)

LICENSE AGREEMENT NEVADA COUNTY AIRPORT [AIRFEST 2017]

This License Agreement is entered into on the 13th day of June 2017, by and between the **COUNTY OF NEVADA**, hereafter referred to as "Licensor", and **GOLDEN EMPIRE FLYING ASSOCIATION**, hereafter referred to as "Licensee".

Licensor is the owner of the Nevada County Airport ("the Property"), situated in the unincorporated area of Nevada County, California.

GRANT OF LICENSE: In consideration of benefits accruing to Nevada County from the activities being sponsored by the Licensee, a personal, revocable license is granted to Licensee to conduct on the Property those activities shown in Exhibit "A" between the dates of July 7th, 2017, through July 8th, 2017.

CONDITIONS OF LICENSE: Licensee may not use the Property for any other purpose or business without obtaining Licensor's prior written consent. Additionally, Licensee shall be bound to the following conditions:

1. Use and Occupancy. The property herein licensed shall be used and occupied in an orderly and respectable manner, without hindrance, annoyance, disturbance, detriment, injury or offense to Licensor. Licensee, to the best of its ability, shall not commit, nor suffer to be committed, any nuisance or waste in or about the Property. To the best of its ability, Licensee shall not bring anything onto the Property, or permit anything to be done in or about the Property, which will adversely affect fire risk or otherwise impact other insurance risks on Airport buildings or their contents.
2. Operation Subject to Law. Licensee shall operate in all respects subject to all applicable rules, regulations, ordinances and laws, whether county, state or federal. Licensee shall comply with all rules and regulations of the FAA and all regulations of the Nevada County Airport made for the control and operation of the Airport and activities to be carried on by Licensee. Licensee shall be required to obtain, at its expense, any and all necessary licenses and permits.
3. Operation Subject to Prior Rights. This License and all the provisions hereof shall be subject to whatever right the United States Government has affecting the control, operation and regulation of said Airport. This License shall be subordinate to the provisions and requirements of any existing agreement between Licensor and the United States and State of California relative to the operation of the Property.
4. No Interference with Right of Way. Licensee shall not interfere with, nor unreasonably obstruct, any right of way over the Property owned and

controlled by Licensor, including right of way for ingress and/or egress for pedestrian and vehicular traffic.

5. No Partnership or Agency Relationship Created. Licensor shall not become a partner or joint venturer with Licensee, nor for any purpose shall Licensee be deemed an agent, officer, or employee of Licensor.
6. Signs and Alterations. The Airport Manager shall first approve all signs and advertising materials before being placed on any building or Airport grounds. Licensee shall not install any fixtures or mark, paint, or deface any floors, walls, ceilings, partitions or pavement, without prior written approval of the Airport Manager.
7. Pricing. Licensee and its personal representatives will furnish all services on a fair and reasonable basis. It will not unjustly charge discriminatory prices for each unit or service. Licensee may offer reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
8. Manager as Licensor's Agent. Airport Manager of the County of Nevada is the authorized agent for Licensor for purposes of this License, and as to any obligations assumed herein by Licensee, they shall be performed to the satisfaction of said Manager.
9. Fire and Life Safety. All activities shall be performed in accordance with aeronautical safety and public event standards. Applicable permits are the responsibility of the Licensee. Inspection and compliance of all conditions or situations connected to the event are the responsibility of the Licensee. Hazardous conditions or situations shall be reported to the Airport Manager immediately. In the event hazardous conditions or situations occur, the Airport Manager or County Official shall have the authority to terminate the event, to direct that Licensee correct the hazardous condition or situation immediately, or elect to correct the condition or situation at Licensee's expense. Should the hazard be corrected, the event may, at the discretion of the Airport Manager or County Official, be allowed to continue. Nevada County makes no warranty that the facilities are hazard free. Inspection of the property and written notification of hazardous conditions that may affect the event should be provided to the Airport Manager in writing and with sufficient time for correction in advance of the event.
10. Parking. Licensee and its representatives shall have the non-exclusive right to use auto-parking areas as may be designated by the Airport Manager or his/her representative. Parking, whether for pay or in conjunction with Licensee's operations, shall be limited to a period not longer than Licensee's customers may be on premises.
11. License Personal and Not Assignable. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall

automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

12. Termination and Restoration. On or before the effective date of termination of this License, as specified above, Licensee shall cease all use of the Property and shall restore it to Licensor in good order and repair. Normal wear and tear is expected.

13. Hold Harmless, Indemnification, Damages, and Insurance.

- A. Hold Harmless and Indemnification: To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend the County and its elected officials, officers, volunteers, agents, contractors and employees against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and the cost of defense, resulting from the death of or any injury or damage to any person or property whatsoever, when such death, injury or damage arises out of the operations of Licensee, or has been caused in whole or in part, by the act, neglect, fault, or omission of Licensee, its agents, servants, employees, contractors, vendors, merchants, exhibitors, entertainers, participants, guests or invitees.
- B. Disclaimer of Liability: TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY AND ITS ELECTED OFFICIALS, OFFICERS, VOLUNTEERS, AGENTS, CONTRACTORS AND EMPLOYEES HEREBY DISCLAIM AND LICENSEE HEREBY RELEASES COUNTY AND ITS ELECTED OFFICIALS, OFFICERS, VOLUNTEERS, AGENTS, CONTRACTORS AND EMPLOYEES FROM ANY AND ALL LIABILITY, WHETHER IN TORT OR CONTRACT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), RELATING TO ANY CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES, OR LIABILITIES RESULTING FROM PERSONAL INJURY TO OR THE DEATH OF LICENSEE OR ANY EMPLOYEE, AGENT, SERVANT, CONTRACTOR, VENDOR, MERCHANT, EXHIBITOR, ENTERTAINER, PARTICIPANT, INVITEE OR GUEST OF LICENSEE, OR ANY INJURY OR DAMAGE TO PROPERTY OF LICENSEE, ITS EMPLOYEES, AGENTS, CONTRACTORS, VENDORS, MERCHANTS, EXHIBITORS, ENTERTAINERS, PARTICIPANTS, INVITEES OR GUESTS OF LICENSEE UNLESS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY.
- C. County Non-Liability; Force Majeure: County and its elected officials, officers, volunteers, agents, contractors and employees shall not be liable for any injury or damage which may be sustained by the person, goods, equipment, wares, merchandise or property of Licensee, its agents, servants, employees, contractors, vendors, merchants, exhibitors, entertainers, participants, guests, or invitees resulting from an Act of God, fire, explosion, flood, strike, labor dispute, riot, wind, ice, hail, or any other cause or peril beyond the control of County.

D. Insurance: Licensee hereby agrees to maintain in full force and effect at all times during the term of this License, at its own expense, policies of insurance which afford the following coverage:

TYPE	LIMITS
<p>(1) Workers' Compensation, including Employer's Liability. The policy shall include an express waiver of subrogation in favor of the County and its elected officials, officers, volunteers, agents, contractors and employees;</p>	<p>(Statutory)</p>
<p>(2) Comprehensive General Liability Insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Fire Damage, Owned and Non-Owned Automobile Coverage, as well as coverage for all activities performed in conjunction with the air festival, including host liquor, flight and non-flight activities. Such coverage on a "per-occurrence" basis;</p>	<p>\$2 Million</p>
<p>(3) All Risk Insurance, including coverage against direct physical loss such as fire, theft, burglary, structural collapse, sprinkler leakage, vandalism or malicious mischief. Such insurance shall include a waiver of subrogation in favor of the County, its elected officials, officers, volunteers, agents, contractors and employees.</p>	<p>(Sufficient to cover value of Licensor's property)</p>

E. Insurance Company Ratings: The policies required by this License shall be issued by companies with a Best's Insurance Guide Rating of B+ or higher (B+, +, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7 or 8) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the Risk Manager of the County.

F. Certificates of Insurance: Licensee shall deliver to County at least ten (10) days prior to the time such insurance as is first required to be carried, Certificates of Insurance evidencing the above insurance coverage with limits not less than the amounts specified. Such Certificates, with the

exception of Workers' Compensation, shall confirm that the County and its elected officials, officers, volunteers, agents, contractors and employees, have been named as additionally insured. Such Certificates shall expressly provide that the interests of the additional insured shall not be affected by any breach of the policy by Licensee. Neither the County, or any person or entity named as an additional insured pursuant to this paragraph shall have any obligation under such policies, such as payment of premiums, deductibles or giving notices. All Certificates shall expressly provide (1) that ten (10) days prior written notice shall be given to the County in the event of material alteration to, non-renewal of, or cancellation of the coverage evidenced by such Certificates; (2) that the coverage evidenced by the Certificates shall be primary insurance as respects the County and its elected officials, officers, volunteers, agents, contractors and employees and any other insurance maintained by the County shall be excess and not contributory; and (3) that any rights of subrogation are waived against County and its elected officials, officers, volunteers, agents, contractors and employees.

- G. Vendors, Merchants, Exhibitors and Contractors Insurance: Licensee hereby expressly agrees to incorporate the provisions of Section 13 of this License into all contracts or agreements between Licensee and any vendor, merchant, exhibitor or contractor retained, hired, or participating in AirFest. In addition, Licensee will require that any such vendor, merchant, exhibitor and contractor comply with the insurance requirements of Section 13 with respect to (1) the type and amount of coverage required; (2) the endorsement of the coverage to name the County and its elected officials, officers, volunteers, agents, contractors and employees as additional insureds; and (3) the endorsement of the coverage to waive subrogation against the County and its elected officials, officers, volunteers, agents, contractors and employees. Licensee shall be responsible for providing Certificates of Insurance to the County Risk Manager evidencing that Licensee's vendors, merchants, exhibitors and contractors have obtained the insurance required by Section 13 at least ten (10) days prior to the start of AirFest.
 - H. Failure to Provide Insurance: Failure to provide and maintain the insurance policies (including Best's ratings), endorsements or certificates of insurance required by this License shall constitute a material breach of this Agreement and, at the election of County, may result in the immediate suspension or revocation of this License.
 - I. Compliance with Insurance Requirements: Compliance with the insurance requirements set forth in this License shall not relieve Licensee of its obligation to hold harmless and indemnify the County and its elected officials, officers, volunteers, agents, contractors and employees pursuant to Section 13 of this License.
14. Entire Agreement. This License constitutes the entire agreement between the parties relating to the License. Any prior agreements, promises, negotiations,

or representations not expressly set forth in this License are of no force or effect. No contemporaneous or subsequent agreement, amendment, representation or promise made by either party hereto, or by or to any employee, officer, agent, or representative of either party, shall be of any effect unless it is in writing and executed by both parties hereto.

15. Warranty of Authorization. Every individual executing this License on behalf of an organization represents and warrants that he/she is duly authorized to execute and deliver this License on behalf of said organization, and that this License is binding upon said organization in accordance with its terms.
16. Notices. Any written notices required by this Agreement shall be made by personal delivery, or by first class United States mail, postage prepaid, to the addresses indicated above the signature lines, below. Notices shall be effective immediately, if personally delivered, or five (5) days after deposit in the U.S. Mail.
17. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.
18. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.
19. Third Party Beneficiaries. This Agreement creates rights and duties only between the County and the District, and no other party, or third party, is intended to have or be deemed to have any rights under the Agreement as an intended third party beneficiary.
20. California Law. This Agreement shall be construed in accordance with the laws of the State of California.
21. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
22. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.
23. No Presumption Regarding Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any

party to be the drafter of this Agreement, and therefore, no presumption for or against validity, or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

LICENSOR: COUNTY OF NEVADA
NEVADA COUNTY AIRPORT
950 MAIDU AVENUE
NEVADA CITY, CALIFORNIA 95959

By: 
Lee Ocker
Airport Manager

Date: 7/1/17

LICENSEE: GOLDEN EMPIRE FLYING ASSOCIATION
P. O. BOX 375
GRASS VALLEY, CALIFORNIA 95945

By: 
Keith Thomassen
President, Golden Empire Flying Association

Date: 7-1-17

Approved as to form:
COUNTY COUNSEL

By: 

Nevada County AirFest 2017

Exhibit "A"

Event Plan as of May 12th, 2017

I) Hangar Party (Dinner/Dance) to be held Friday July 7th, 2017; 5:00 -10:00 p.m.

1) Location:

This event will be held in the large hangars of Alpine Aviation and Sierra Mountain Aviation at the Nevada County Airport. Tables, chairs and shades will be rented to accommodate up to 500 attendees and will be set-up with the dining area located in front of the hangar. The transient ramp (2) will contain several historic airplanes and display vehicles. Several local food trucks will cater the dinner for 500 persons with meals prepared inside of their specialized vehicles. Licensee shall ensure that the event complies with all Nevada County Environmental Health regulations, including permit requirements (if applicable) prior to the date of the Event. Licensee shall provide copies of all necessary permits for this event to the Airport Manager upon his request.

2) Auto Parking:

Auto parking will be provided along Loma Rica Drive and Nevada City Avenue with overflow being allowed onto the airport ramp(s) near the T-hangars which front the taxiway and handicap parking behind the Administration Building and the F-104. Orderly parking assistance will be provided by volunteers.

3) Alcoholic Beverage Service:

The Golden Empire Flying Association plans to sell beer and wine, for which the appropriate temporary liquor license(s) will be obtained.

4) Security:

Enforcement of all roped-off boundaries will be provided by GEFA, EAA, N.C. Sheriffs and Reno Air Races volunteers and an on-site emergency staff provided by Nevada County Search and Rescue as well as Nevada County Consolidated Fire Dept. Licensee shall pay all costs for providing security and emergency services for this event.

II) AirFest 2017: Saturday July 8th, 2017; 8 a.m. to 4 p.m.

1) Location:

Beginning Friday afternoon and 6:00AM Saturday, display aircraft, vendors and volunteers will arrive on site to situate their displays and set up booths on all of the ramps adjacent to the taxiways. The public will be allowed to enter through the (2) gates beginning at 8:00AM. No public parking will be permitted on airport property, except paid special guest parking on Ramp 1. There will be also be reserved parking behind the Airport Administration Building for the handicapped, event sponsors and VIPs. Portable restrooms will also be rented and situated along the edge of one of the ramps. A large

dumpster and trash receptacles will also be rented.

2) Vendors:

Up to thirty vendors including food, merchandise and activities will be located on site. GEFA plans to sell beer and wine. A list of vendors and their proof of insurance will be provided as soon as possible or by June 20th, 2017. All food vendors must show compliance with N.C. Environmental Health Dept. regulations before being accepted as participants.

3) Flying Activities:

A flying schedule is being produced consisting of fly-bys of various types of aircraft, and radio-controlled models, all to be flown over the runway which will be secured from public access. Demonstrations of fire-fighting aircraft including a helicopter may be conducted by the CAL FIRE/USFS Grass Valley Air Attack Base which is also holding an open house during the event. There will be no aerobatic shows of any kind. There will be a dedicated FAA-trained civilian UNICOM radio monitor to help ensure the orderly arrival, departure and demonstration passes of all aircraft.

4) Security:

Security and emergency services coverage will be the same as for the dinner/dance, though expanded to handle an estimated attendance of 4,000 to 6,000 people. Licensee shall pay all costs for providing security and emergency services for this event.

III) Insurance:

GEFA will purchase liability insurance to cover two days before the event, and two days of the event. Vendors are being asked to provide proof of additional coverage and to name County of Nevada as additionally insured. A complete list will be added when it becomes available.

IV) On Site Contact Person: Licensee hereby designates the following event manager to ensure compliance with the terms and conditions of the License and to address all issues and concerns as necessary or as requested by the Airport Manager. The event manager shall be on-site and reasonably accessible to the Airport Manager at least 2 hours prior to and after each scheduled event, and throughout the scheduled event hours.

Keith Thomassen
Chairman: Nevada County AirFest 2017
Golden Empire Flying Association

Daytime phone: 925-989-5690
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