



# **RESOLUTION No. 19-163**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE GOLD COUNTRY KIWANIS AND THE FIRE SAFE COUNCIL FOR USE OF THE NEVADA COUNTY ERIC ROOD ADMINISTRATIVE CENTER FOR THE SIXTEENTH ANNUAL CHILDREN'S SAFETY AND HEALTH CARNIVAL - COMMUNITY WILDFIRE PREPAREDNESS DAY**

WHEREAS, the Gold Country Kiwanis and the Fire Safe Council of Nevada County are non-profit organizations whose objectives include helping children and their parents feel comfortable in emergency situations and educating the community to be prepared in the event of future wildfires; and

WHEREAS, the Gold Country Kiwanis and the Fire Safe Council of Nevada County have previously sponsored the "Children's Safety Day Carnival and Community Wildfire Preparedness Day" to promote County first responders, and will include fire demonstrations, fire engine displays, informational booths, fair activities for attendees, and to introduce youth to County first responders; and

WHEREAS, the Gold Country Kiwanis and the Fire Safe Council of Nevada County have requested the use of the Eric Rood Administrative Center for this 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 Gold Country Kiwanis and the Fire Safe Council of Nevada County the non-exclusive use of the Eric Rood Administrative Center to host the Sixteenth Children's Safety and Health Carnival - Community Wildfire Preparedness Day on Saturday, May 4, 2019, and that the Director of Emergency Services 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 23rd day of April, 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: 

4/23/2019 cc:

OES\*  
AC\*  
GCK  
FSC



Richard Anderson, Chair

# **LICENSE AGREEMENT**

## **NEVADA COUNTY ERIC ROOD ADMINISTRATIVE CENTER SIXTEENTH ANNUAL CHILDREN'S SAFETY AND HEALTH CARNIVAL - WILDFIRE PREPAREDNESS DAY**

This License Agreement is entered into on the 23rd day of April 2019, by and between the **COUNTY OF NEVADA**, hereafter referred to as "Licensor", and in joint partnership between the **Gold Country Kiwanis and Fire Safe Council of Nevada County**, hereafter referred to as "Licensee".

Licensor is the owner of the Eric Rood Administrative Center ("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" on May 4th, 2019.

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 county 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 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 the Eric Rood Administrative Center. 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 Director of Emergency Services shall first approve all signs and advertising materials before being placed on any building or County 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 Director of Emergency Services.
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. Director of Emergency Services 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 Director of Emergency Services immediately. In the event hazardous conditions or situations occur, the Director of Emergency Services 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 Director of Emergency Services 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 Director of Emergency Services 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 Director of Emergency Services 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 Licensors 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 or is in connection with 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
(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.	(Statutory)
(2) Automotive Commercial Liability Insurance for each vehicle used including non-owned and hired automobiles.	\$1 Million
(3) Commercial General Liability Insurance at least as broad as Insurance Service Form CG 00 01 Covering CGL on an "occurrence" basis, including coverage against death, bodily injury, property damage, and personal & advertising injury.	\$1 Million

- 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. The insurance policies must contain, or to be endorsed to contain, the following provisions:

- (1) Additional Insured Status. The County, its elected officials, officers, volunteers, agents, contractors and employees, must be covered as additional insured on the CGL policy. 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.



- (2) Notice of Cancellation. 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.
- (3) Primary Coverage. For any claims related to this License, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its elected officials, officers, volunteers, agents, contractors and employees. Any insurance or self-insurance maintained by the County shall be excess and not contributory.
- (4) Waiver of Subrogation. Licensee hereby grants to County, its elected officials, officers, volunteers, agents, contractors and employees a waiver of any right to subrogation which any insurer of said Licensee may acquire against the County, its elected officials, officers, volunteers, agents, contractors and employees by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licenser has received a waiver of subrogation endorsement from the insurer.

- 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 the event. 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 Children's Safety Day Carnival and Community Wildfire Preparedness Day.
- 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. Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Licensee can obtain additional information and cost from the Licensor.
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. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. Venue for disputes shall be Nevada County, 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  
OFFICE OF EMERGENCY SERVICES  
950 MAIDU AVE  
NEVADA CITY, CALIFORNIA 95959

By:   
Richard Anderson  
Chair, Board of Supervisors

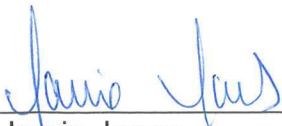
Date: 4/23/2019

**LICENSEES:** GOLD COUNTRY KIWANIS  
P. O. BOX 721  
GRASS VALLEY, CALIFORNIA 95945

By:   
Allen Schafer  
President, Gold Country Kiwanis

Date: 4/8/19

FIRE SAFE COUNCIL OF NEVADA COUNTY  
P. O. BOX 1112  
GRASS VALLEY, CALIFORNIA 95945

By:   
Jamie Jones  
Executive Director, Fire Safe Council of Nevada County

Date: 4/8/19

## **EXHIBIT "A"**

### **GOLD COUNTRY KIWANIS AND FIRESAFE COUNCIL OF NEVADA COUNTY**

Gold Country Kiwanis and the Fire Safe Council of Nevada County, hereinafter referred to as "Licensee", shall operate a Children's Safety and Health Carnival and Community Wildfire Preparedness Day at the Eric Rood Administrative Center located at 950 Maidu Avenue, Nevada City, CA, for the Nevada County Office of Emergency Services, hereinafter referred to as the "County".

The purpose of this public event is to increase awareness of children's safety issues and preparing the community for a wildfire incident in Nevada County. The event will include many local, public, private and non-profit agencies that will set up information booths, static equipment displays and limited food booths.

#### **Licensee Responsibility:**

1. Operate a Children's Safety Day Carnival and Community Wildfire Preparedness Day at the Eric Rood Administrative Center on May 4, 2019. The hours of operation for the event will be from noon to 4:00 p.m. on May 4, 2019. **Licensee** may pre-position some equipment the night before and from 8:00 a.m. to 11:30 p.m. on May 4, 2019.
2. **Licensee** will assign one staff member to be an official contact to the Office of Emergency Services (OES) for planning, set up and teardown of the event.
3. **Licensee** shall secure necessary food permit(s).
4. **Licensee** will provide additional "porta potties" and handwashing stations for two additional locations within the event site.
5. **Licensee** shall ensure a hand washing station is available at the hotdog vending location.
6. **Licensee** shall ensure the provided site is free of debris, trash, lost items and discarded refuse at the end of the event.
7. **Licensee** shall be responsible for assuring that the selected members/vendors participating in the Children's Safety Day Carnival and Community Wildfire Preparedness Day under this contract shall have insurance coverage in compliance and in sufficient amounts to satisfy the County's Commercial Insurance Liability requirements of this contract.
8. **Licensee** shall follow all insurance requirements as outlined on page one of this agreement.
9. **Licensee** are required to obtain Special Event Insurance.

#### **County's Responsibility:**

1. County shall provide the location for the event.
2. County shall provide restroom access in the Eric Rood Administrative Center for the duration of the event.
3. County shall maintain dirt/gravel/grass lot where static displays can be deployed.
4. County shall provide parking adjacent to the event.
5. County shall make reasonable attempts to provide access to water and electricity at the site.
6. County shall allow event vendors on the premises at least two hours prior to the event.
7. County shall ensure handicapped parking is available.