



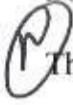
COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
C-14

For the meeting of: September 1, 2015

Date: August 12, 2015

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Termination of License Agreement with Bridgeville Volunteer Fire Company and approval of License Agreement with Bridgeville Fire Protection District

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves and authorizes the chairperson to execute the attached Termination of License Agreement with the Bridgeville Volunteer Fire Company (Company); and
2. Finds that the License with the Bridgeville Fire Protection District (District) is in the public interest in that the building will be used for the storage of firefighting equipment for the residents of the Bridgeville area; and
3. Finds that the interest of land to be used by the Bridgeville Fire Protection District pursuant to the terms of the License will not substantially conflict or interfere with the use of the property by County, as the County no longer uses the property; and
4. Approves and authorizes the chairperson to execute the Termination of License Agreement, in duplicate, with the Bridgeville Volunteer Fire Company; and
5. Approves and authorizes the chairperson to execute the attached License Agreement, in duplicate, with the Bridgeville Fire Protection District
6. Return one original of each agreement to Real Property for transmittal to Licensees.

SOURCE OF FUNDING: N/A

Prepared by Ronda Kime

CAO Approval



REVIEW: Auditor WJM County Counsel \_\_\_\_\_ Personnel \_\_\_\_\_ Risk Manager \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

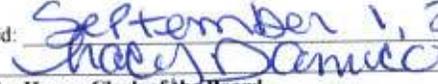
Board Order No. C-13

Meeting of: 8/28/2007

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
Upon motion of Supervisor \_\_\_\_\_ Seconded by Supervisor \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: September 1, 2015  
By:   
Kathy Hayes, Clerk of the Board

DISCUSSION: In August of 2007 your Board approved a License Agreement, Attachment 1, with the Bridgeville Volunteer Fire Company, for use of County owned property, Parcel No. 207-251-005. The premises have been used since 2007 to store firefighting equipment. In the recent past, the Bridgeville Fire Protection District was formed in order to help the Company better serve the needs of the Bridgeville Community. The Company is requesting the termination of the current License Agreement, in order to allow the District to enter into a new License Agreement with the County. The District, being recognized by the State of California, is in a position to be eligible for state funding, and can establish fire assessment fees, which will enable the Company to continue helping the Bridgeville community by having funds to purchase much needed equipment and provide better maintenance of the current firefighting equipment.

FINANCIAL IMPACT: No revenue or cost to County

OTHER AGENCY INVOLVEMENT: N/A

ALTERNATIVES TO STAFF RECOMMENDATIONS: Not approve of the termination of the License Agreement with the Company or the new License Agreement with the District. This is not recommended, as the Company relies solely on donations from the public and the District will provide a much needed source of revenue to allow the continuance of the Bridgeville Volunteer Fire Company.

ATTACHMENTS:

1. License Agreement with Bridgeville Volunteer Fire Company
2. Termination of License Agreement with Bridgeville Volunteer Fire Company
3. License Agreement with Bridgeville Fire Protection District

ORIGINAL

COPY

LICENSE AGREEMENT

This Agreement, made and entered into this 28 day of August, 2007, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and BRIDGEVILLE VOLUNTEER FIRE COMPANY, hereinafter referred to as LICENSEE, who agree to the following.

WHEREAS, COUNTY owns the property located at 38695 Kneeland Road, Bridgeville, California; and

WHEREAS, the structure on the property is not being used by COUNTY staff and will not be used by COUNTY staff in the foreseeable future; and

WHEREAS, LICENSEE desires to use the structure for storage of firefighting equipment; and

WHEREAS, pursuant to Government Code Section 25526.6, the Board of Supervisors may grant a License for the use of County property to a public entity without competitive bidding upon a finding by the Board that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by COUNTY; and

WHEREAS, the Board finds that the use of COUNTY property by LICENSEE for storage is in the public interest in that it provides a secure and safe place for the storage of LICENSEE'S vehicles and property; and

WHEREAS, the Board finds that the use of COUNTY property by LICENSEE for storage will not substantially conflict or interfere with the use of the property by COUNTY.

NOW, THEREFORE, it is mutually agreed as follows:

1. **LICENSE**

COUNTY gives its permission, subject to all the terms and conditions of this Agreement, for LICENSEE to use approximately 1,280 square feet in a building located on Assessor's Parcel No. 207-251-005, more commonly known as 38695 Kneeland, CA. Said premises is more particularly shown on Exhibit A, which is attached hereto and incorporated herein.

2. **LICENSE IS NOT A LEASE**

This Agreement does not constitute a lease, but constitutes a mere License Agreement and LICENSEE is limited to the use of the premises expressly and specifically described in paragraph (5).

3. **TERM**

This Agreement shall commence upon Board approval, and continue on a month-to-month basis until either party gives thirty (30) days written notice to terminate to the other party.

4. **CONSIDERATION**

The consideration for use of said structure shall be the public benefit to the residents of the Bridgeville area.

5. **USE OF PREMISES**

The premises shall be used by LICENSEE for storage of fire fighting equipment and for no other purpose without written consent of COUNTY.

6. **COUNTY'S ACCESS TO PREMISES**

LICENSEE agrees to permit COUNTY or its authorized agents access to the premises at all reasonable times for the purpose of inspection or for making necessary improvements or repairs.

7. **COMPLIANCE WITH LAWS**

LICENSEE and its officers, agents, and employees shall comply with all local, state, and federal laws and regulations including but not limited to the Americans With Disabilities Act. LICENSEE further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standard, and any other applicable standards or criteria established locally or by the state or federal governments.

COUNTY shall have the right to terminate this Agreement upon seven (7) days written notice if any of the above mentioned applicable laws, standards, or criteria are not complied with.

8. **UTILITIES**

LICENSEE agrees to furnish and pay for all charges for gas, refuse collection, electricity, water and sewer supplied to and used in the premises by LICENSEE. LICENSEE shall pay for its own telephone, computer and fax services to the premises.

LICENSEE waives any and all claims against COUNTY for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any utility system, water supply system, drainage system, heating or gas system, electrical apparatus or wiring serving the premises.

9. **MAINTENANCE**

LICENSEE shall be responsible for maintenance of the exterior and interior of the building including ingress and egress of the parcel.

COUNTY shall have the right to enter upon and inspect the premises at any time for cleanliness and safety.

10. **IMPROVEMENTS AND ALTERATIONS**

LICENSEE may make non-structural alterations or improvements to the premises to accommodate LICENSEE'S use of the premises. However, LICENSEE shall not make any alterations or improvements to the premises being used without the prior written consent of COUNTY. Such consent shall not be unreasonably withheld.

11. **SMOKING**

Pursuant to Humboldt County Code §971-1 et seq., COUNTY owned or leased premises are smoke free. LICENSEE shall comply with said provision.

12. **HOLD HARMLESS INDEMNIFICATION**

LICENSEE agrees to indemnify and hold harmless and, at its own risk, cost, and expense, defend COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from LICENSEE'S negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time COUNTY incurs such costs.

COUNTY agrees to indemnify and hold harmless and, at its own risk, cost, and expense, defend LICENSEE from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from COUNTY'S negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time LICENSEE incurs such costs.

13. **LICENSEE'S INSURANCE**

Without limiting LICENSEE'S indemnification provided herein, LICENSEE shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of LICENSEE, its agents, employees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosive, or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(1) COUNTY, its officers, employees and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of LICENSEE. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, agents, and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to COUNTY by certified mail.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(4) For claims related to this project, LICENSEE'S insurance is primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to LICENSEE'S insurance and will not be called upon to contribute with it.

(5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.

B. Workers' Compensation insurance meeting statutory limits of the California Labor

Code which policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. If LICENSEE has no employees, LICENSEE may sign and file the following certification in lieu of insurance:

*"I am aware of the provisions of the California Labor Code Section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."*

C. COUNTY reserves the right to obtain complete copies of the original insurance policies, if the County Risk Manager desires to do so.

D. If LICENSEE does not keep the above mentioned insurance in full force and effect during the life of this Agreement, COUNTY, at LICENSEE'S expense, may elect to purchase the necessary insurance, and LICENSEE agrees to pay the cost of said insurance or, in the alternative, COUNTY may elect to treat the failure to maintain requisite insurance as a breach of contract and terminate the Agreement as provided herein.

F. This Agreement shall not be executed by COUNTY until certificates or other sufficient proof that these insurance provisions have been complied with are filed with the Clerk of the Humboldt County Board of Supervisors.

G. Should LICENSEE subcontract any portion of the work to be performed under this Agreement, said subcontractor shall be required by LICENSEE to:

(1) Enter into a written contract with LICENSEE acknowledging that no employee/employer relationship exists between LICENSEE and subcontractor and that no Workers' Compensation, unemployment benefits or other personnel benefits are required by or available to subcontractor through LICENSEE or COUNTY.

(2) Hold harmless and to indemnify, defend and save harmless LICENSEE and COUNTY, its officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies who may be injured or damaged by subcontractor in connection with the performance of this Agreement.

#### 14. **NOTICE**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the respective addresses set forth below. Notice

shall be deemed communicated two (2) County working days from time of mailing if mailed as provided herein.

LICENSEE: Bridgeville Volunteer Fire Company  
25620 Highway 36  
Bridgeville, CA 95526  
Attn: Candy Fleek *Boni Fleek*

COUNTY: County of Humboldt  
Public Works  
Real Property Division  
1106 Second Street  
Eureka, CA 95501

15. **LICENSE IS PERSONAL**

The license herein granted is personal to LICENSEE and no right hereunder may be assigned, sublet or otherwise transferred in whole or in part without prior written consent of COUNTY and any attempt to assign, sublet, or transfer shall be of no force or effect whatsoever unless and until COUNTY shall have given its written consent.

16. **NUCLEAR FREE CLAUSE**

LICENSEE certifies by its signature below that LICENSEE is not a Nuclear Weapons contractor, in that LICENSEE is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. LICENSEE agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this agreement if it determines that the foregoing certification is false or if LICENSEE becomes a nuclear weapons contractor.

17. **JURISDICTION AND APPLICABLE LAWS**

This Agreement shall be construed under 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 County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

18. **SIGNS**

LICENSEE shall not install signs without the prior approval of the Public Works Director or his designee.

19. **REAL PROPERTY TAXES**

COUNTY shall pay all real property taxes and general and special assessments levied and assessed against the premises.

20. **DESTRUCTION OF PREMISES**

In the event the premises are destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, LICENSEE reserves the right to forthwith terminate this Agreement upon written notice within seven (7) days following the date of loss.

In the event that the premises are destroyed in whole or in part by fire or other casualty, COUNTY shall have the option to rebuild or to terminate this Agreement. Such option shall be exercised by COUNTY by notice in writing to LICENSEE within seven (7) days following the date of loss. COUNTY'S option to rebuild shall not constitute a waiver of LICENSEE'S right to terminate this Agreement, as provided in this paragraph (20).

21. **LICENSEE'S DEFAULT**

LICENSEE shall be in default of this Agreement if it fails or refuses to perform any material provision of this Agreement that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by COUNTY to LICENSEE. If the default cannot reasonably be cured within ten (10) days, LICENSEE shall not be in default of this Agreement if LICENSEE commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

22. **COUNTY'S REMEDIES ON LICENSEE'S DEFAULT**

COUNTY, at any time after LICENSEE is in default, can terminate this Agreement or can cure the default at LICENSEE'S cost. If COUNTY at any time, by reason of LICENSEE'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LICENSEE to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate

COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LICENSEE. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Agreement.

23. **TERMINATION**

COUNTY reserves the right to terminate this Agreement upon seven (7) days written notice for any cause or reason provided by the Agreement itself, or by law, or upon the happening of one or more of the following:

A. The making by LICENSEE of any general assignment for the benefit of creditors.

B. The failure of LICENSEE to pay promptly when due all charges, fees, or other payments in accordance with this Agreement.

C. The failure of LICENSEE to remedy any default, breach, or violation of county, municipal, federal and/or state laws or regulations by LICENSEE or its employees.

D. The violation of any of the provisions of this Agreement.

E. The premises becomes damaged due to fire, flood, earthquake, or any other natural disaster.

F. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

24. **LICENSE MODIFICATION**

This Agreement may be modified only by subsequent written agreement signed by COUNTY and LICENSEE.

25. **LICENSEE NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY**

While engaged in carrying out and complying with the terms and conditions of this Agreement, LICENSEE is an independent contractor and not an officer, employee, or agent of COUNTY.

26. **ATTORNEYS' FEES**

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

27. **WAIVER OF BREACH**

The waiver by COUNTY of any breach of any provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Agreement.

28. **BREACH, REMEDY FOR**

In the event of breach of this Agreement by LICENSEE or COUNTY, COUNTY and/or LICENSEE shall have all rights and remedies provided by law.

29. **SURRENDER OF PREMISES**

At the termination of this Agreement, LICENSEE shall surrender the premises to COUNTY in good condition and repair, except for normal wear and tear. LICENSEE shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged by reason of fire, earthquake or the elements or other casualty.

30. **BINDING EFFECT**

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

upon the date first above written.

(SEAL)

ATTEST:  
CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By: Nikki Turner

By: Bonnie Guly  
Chairman, Board of Supervisors  
County of Humboldt, State of California

APPROVED AS TO FORM:  
COUNTY COUNSEL

INSURANCE CERTIFICATES  
REVIEWED AND APPROVED:

By: R. Zuber  
Deputy County Counsel

By: John Bath  
Risk Manager

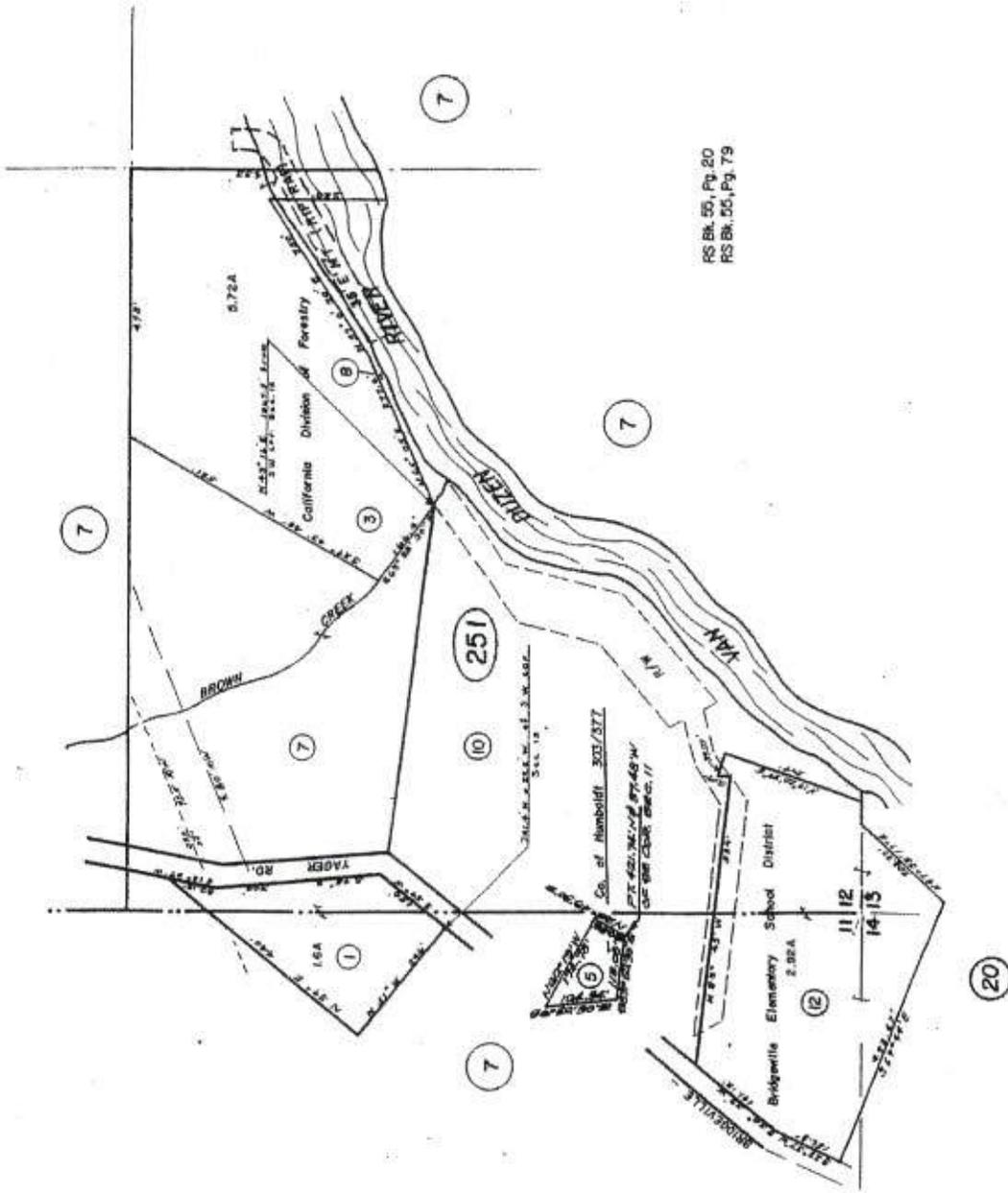
LICENSEE:

By: Benny C. Fleck and/or Candy Fleck  
Title Fire Chief - Bridgeville Records/  
Volunteer Fire Co. Coordinator

PTN OF SW 1/4 OF SW 1/4 SEC 12, IN 3E

207-25

( BEING DETAIL OF SHADED AREA ON PAGE 7 )



JAN 11 1985

R.S. Bk. 30, Pg. 40

EXHIBIT A

# ORIGINAL

## LICENSE AGREEMENT

This Agreement, made and entered into this 1 day of September 2015, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and BRIDGEVILLE FIRE PROTECTION DISTRICT, hereinafter referred to as LICENSEE, who agree to the following.

WHEREAS, COUNTY owns the property located at 38695 Kneeland Road, Bridgeville, California; and

WHEREAS, the structure on the property is not being used by COUNTY staff and will not be used by COUNTY staff in the foreseeable future; and

WHEREAS, LICENSEE desires to use the structure for storage of firefighting equipment; and

WHEREAS, pursuant to Government Code Section 25526.6, the Board of Supervisors may grant a License for the use of County property to a public entity without competitive bidding upon a finding by the Board that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by COUNTY; and

WHEREAS, the Board finds that the use of COUNTY property by LICENSEE for storage is in the public interest in that it provides a secure and safe place for the storage of LICENSEE'S vehicles and property; and

WHEREAS, the Board finds that the use of COUNTY property by LICENSEE for storage will not substantially conflict or interfere with the use of the property by COUNTY.

NOW, THEREFORE, it is mutually agreed as follows:

1. **LICENSE**

COUNTY gives its permission, subject to all the terms and conditions of this Agreement, for LICENSEE to use approximately 1,280 square feet in a building located on Assessor's Parcel No. 207-251-005, more commonly known as 38695 Kneeland, CA. Said premises is more particularly shown on Exhibit A, which is attached hereto and incorporated herein.

2. **LICENSE IS NOT A LEASE**

This Agreement does not constitute a lease, but constitutes a mere License Agreement and LICENSEE is limited to the use of the premises expressly and specifically described in paragraph (5).

3. **TERM**

This Agreement shall commence upon Board approval, and continue on a month-to-month basis until either party gives thirty (30) days written notice to terminate to the other party.

4. **CONSIDERATION**

The consideration for use of said structure shall be the public benefit to the residents of the Bridgeville area.

5. **USE OF PREMISES**

The premises shall be used by LICENSEE for storage of fire fighting equipment and for no other purpose without written consent of COUNTY.

6. **COUNTY'S ACCESS TO PREMISES**

LICENSEE agrees to permit COUNTY or its authorized agents access to the premises at all reasonable times for the purpose of inspection or for making necessary improvements or repairs.

7. **COMPLIANCE WITH LAWS**

LICENSEE and its officers, agents, and employees shall comply with all local, state, and federal laws and regulations including but not limited to the Americans With Disabilities Act. LICENSEE further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standard, and any other applicable standards or criteria established locally or by the state or federal governments.

COUNTY shall have the right to terminate this Agreement upon seven (7) days written notice if any of the above mentioned applicable laws, standards, or criteria are not complied with.

8. **UTILITIES**

LICENSEE agrees to furnish and pay for all charges for gas, refuse collection, electricity, water and sewer supplied to and used in the premises by LICENSEE. LICENSEE shall pay for its own telephone, computer and fax services to the premises.

LICENSEE waives any and all claims against COUNTY for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any utility system, water supply system, drainage system, heating or gas system, electrical apparatus or wiring serving the premises.

9. **MAINTENANCE**

LICENSEE shall be responsible for maintenance of the exterior and interior of the building including ingress and egress of the parcel.

COUNTY shall have the right to enter upon and inspect the premises at any time for cleanliness and safety.

10. **IMPROVEMENTS AND ALTERATIONS**

LICENSEE may make non-structural alterations or improvements to the premises to accommodate LICENSEE'S use of the premises. However, LICENSEE shall not make any alterations or improvements to the premises being used without the prior written consent of COUNTY. Such consent shall not be unreasonably withheld.

11. **SMOKING**

Pursuant to Humboldt County Code §971-1 et seq., COUNTY owned or leased premises are smoke free. LICENSEE shall comply with said provision.

12. **HOLD HARMLESS INDEMNIFICATION**

A. LICENSEE shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with LICENSEE'S duties and obligations under

this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY.

B. COUNTY shall indemnify, defend and hold harmless LICENSEE and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with LICENSEE'S duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the LICENSEE.

### 13. LICENSEE'S INSURANCE

This License shall not be executed by COUNTY and LICENSEE is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting LICENSEE'S indemnification provided for herein, LICENSEE shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of LICENSEE, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

#### A. Comprehensive or Commercial General Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

#### B. Property Insurance

LICENSEE is responsible for providing "All-Risk" Property Insurance for this location.

C. Workers' Compensation Insurance

If required by California law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.

14. SPECIAL INSURANCE REQUIREMENTS

Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

A. LICENSEE

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of LICENSEE. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Is primary insurance as regards to County of Humboldt.
- d. Does not contain a pro-rata, excess only, and /or escape clause.
- e. Contains a cross liability, severability of interest or separation of insureds clause.
- f. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 17. It is further understood that LICENSEE shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- g. Is primary coverage to COUNTY, and insurance or self-insurance programs maintained by COUNTY are excess to LICENSEE'S insurance and will not be called upon to contribute with it.

2. LICENSEE shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If LICENSEE does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and LICENSEE agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to LICENSEE under this Agreement.

3. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and LICENSEE shall be required to purchase additional coverage to meet the aggregate limits set forth above.

#### C. COUNTY AND LICENSEE

1. The COUNTY and LICENSEE agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood, earthquake, acts of terrorism, acts of war or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party, its elected officials, directors, employees, volunteers, and agents and each party shall indemnify the other against any loss or expense, including reasonable attorneys' fees resulting from the failure to obtain such waiver.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

3. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to LICENSEE, COUNTY, their officers, officials, employees, and volunteers.

#### 15. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the respective addresses set forth below. Notice shall be deemed communicated two (2) County working days from time of mailing if mailed as provided herein.

LICENSEE: Bridgeville Fire Protection District  
P.O. Box 51  
Bridgeville, CA 95526

COUNTY: County of Humboldt  
Public Works  
Real Property Division  
1106 Second Street  
Eureka, CA 95501

16. **LICENSE IS PERSONAL**

The license herein granted is personal to LICENSEE and no right hereunder may be assigned, sublet or otherwise transferred in whole or in part without prior written consent of COUNTY and any attempt to assign, sublet, or transfer shall be of no force or effect whatsoever unless and until COUNTY shall have given its written consent.

17. **NUCLEAR FREE CLAUSE**

LICENSEE certifies by its signature below that LICENSEE is not a Nuclear Weapons contractor, in that LICENSEE is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. LICENSEE agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this agreement if it determines that the foregoing certification is false or if LICENSEE becomes a nuclear weapons contractor.

18. **JURISDICTION AND APPLICABLE LAWS**

This Agreement shall be construed under 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 County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

19. **SIGNS**

LICENSEE shall not install signs without the prior approval of the Public Works Director or his designee.

20. **REAL PROPERTY TAXES**

COUNTY shall pay all real property taxes and general and special assessments levied and assessed against the premises.

21. **DESTRUCTION OF PREMISES**

In the event the premises are destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, LICENSEE reserves the right to forthwith terminate this Agreement upon written notice within seven (7) days following the date of loss.

In the event that the premises are destroyed in whole or in part by fire or other casualty, COUNTY shall have the option to rebuild or to terminate this Agreement. Such option shall be exercised by COUNTY by notice in writing to LICENSEE within seven (7) days following the date of loss. COUNTY'S option to rebuild shall not constitute a waiver of LICENSEE'S right to terminate this Agreement, as provided in this paragraph (20).

22. **LICENSEE'S DEFAULT**

LICENSEE shall be in default of this Agreement if it fails or refuses to perform any material provision of this Agreement that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by COUNTY to LICENSEE. If the default cannot reasonably be cured within ten (10) days, LICENSEE shall not be in default of this Agreement if LICENSEE commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

23. **COUNTY'S REMEDIES ON LICENSEE'S DEFAULT**

COUNTY, at any time after LICENSEE is in default, can terminate this Agreement or can cure the default at LICENSEE'S cost. If COUNTY at any time, by reason of LICENSEE'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LICENSEE to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LICENSEE. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Agreement.

24. **TERMINATION**

COUNTY reserves the right to terminate this Agreement upon seven (7) days written notice for any cause or reason provided by the Agreement itself, or by law, or upon the happening of one or more of the following:

- A. The making by LICENSEE of any general assignment for the benefit of creditors.
- B. The failure of LICENSEE to pay promptly when due all charges, fees, or other payments in accordance with this Agreement.
- C. The failure of LICENSEE to remedy any default, breach, or violation of county, municipal, federal and/or state laws or regulations by LICENSEE or its employees.
- D. The violation of any of the provisions of this Agreement.
- E. The premises becomes damaged due to fire, flood, earthquake, or any other natural disaster.
- F. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

25. **LICENSE MODIFICATION**

This Agreement may be modified only by subsequent written agreement signed by COUNTY and LICENSEE.

26. **LICENSEE NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY**

While engaged in carrying out and complying with the terms and conditions of this Agreement, LICENSEE is an independent contractor and not an officer, employee, or agent of COUNTY.

27. **ATTORNEYS' FEES**

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to

perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

28. **WAIVER OF BREACH**

The waiver by COUNTY of any breach of any provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Agreement.

29. **BREACH, REMEDY FOR**

In the event of breach of this Agreement by LICENSEE or COUNTY, COUNTY and/or LICENSEE shall have all rights and remedies provided by law.

30. **SURRENDER OF PREMISES**

At the termination of this Agreement, LICENSEE shall surrender the premises to COUNTY in good condition and repair, except for normal wear and tear. LICENSEE shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged by reason of fire, earthquake or the elements or other casualty.

31. **BINDING EFFECT**

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

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upon the date first above written.

(SEAL)

ATTEST:  
CLERK OF THE BOARD

By: Craig Dennis

COUNTY OF HUMBOLDT

By: Estelle Dennell  
Chairman, Board of Supervisors  
County of Humboldt,  
State of California

LICENSEE:

By: Bonny Zell

By: David G. Vgl

Title: BOARD MEMBER

Title: Board Treasurer



ORIGINAL

**LICENSE TERMINATION AGREEMENT**

THIS LICENSE TERMINATION AGREEMENT is made as of the 1 day of September, 2015, between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY and BRIDGEVILLE VOLUNTEER FIRE COMPANY, hereinafter referred to as LICENSEE.

WHEREAS, LICENSEE entered into a License on August 28, 2007; and

WHEREAS, LICENSEE desires to be released from said License upon COUNTY approval and execution of new License to BRIDGEVILLE FIRE PROTECTION DISTRICT; and

WHEREAS, LICENSEE states upon termination of Lease that all terms and conditions of the License dated August 28, 2007 have been met and all monies owed, paid up to date; and

WHEREAS, BRIDGEVILLE VOLUNTEER FIRE COMPANY desire to use the structure for storage of firefighting equipment and enter into a License with COUNTY for same.

NOW, THEREFORE it is mutually agreed as follows:

1. *Lease Termination.* COUNTY and LICENSEE agree that the License entered into on August 28, 2007 between the COUNTY and LICENSEE shall be terminated on September 30, 2015, the Termination Date. From and after the Termination Date, the License will be of no further force and effect, and COUNTY and LICENSEE will be released from any further obligations under the License, except for those obligations that accrued prior to the Termination Date and those obligations and indemnifications that survive termination according to the License or by law.

2. *Surrender.* Licensee will surrender possession of the Premises to COUNTY pursuant to Section 29 of the License.

Any failure by LICENSEE to remove all of its personal property, furniture, trade fixtures and equipment on or before the Termination Date, or after the issuance of any order for possession and writ of restitution will be conclusively deemed an abandonment by LICENSEE of all such property and this Agreement will be considered a bill of sale conveying that property to COUNTY.

3. *Indemnity.* The obligations of LICENSEE set forth in the License that by their terms survive the License will survive termination pursuant to this Agreement, including without limitation all indemnifications of COUNTY by LICENSEE (the "Surviving License Obligations"). Further, LICENSEE agrees to indemnify COUNTY and to hold COUNTY harmless from and against all injury, loss, claims or damage (including attorneys' fees, investigation costs and disbursements from the first notice that any claim or demand is to be made or may be made) to any person or property, arising from, relating to, or in connection with the use or occupancy of the Premises or the conduct or operation of LICENSEE'S business in the Premises. The indemnity set forth in this Section 3 will

be deemed to be in addition to the Surviving License Obligations.

4. *Representation by LICENSEE.* LICENSEE represents and warrants that it has not made any assignment, sublicense, transfer, conveyance or other disposition of (i) the License; (ii) its interest in the License; or (iii) any claim, demand, obligation, liability, action, or cause of action arising under the terms of the License, to any person, firm, partnership, association, or other entity. LICENSEE further represents and warrants that the execution and delivery of this Agreement will not violate and will not constitute a default under any agreements with any third parties by which it is bound.

5. *Representations by COUNTY and LICENSEE.* COUNTY and LICENSEE represent and warrant to each other that:

- (a) Each has read this Agreement and knows and understands its contents fully;
- (b) Each voluntarily executes this Agreement and accepts the terms of the Agreement without any compulsion whatsoever and without being influenced by any statement or representation of any other person or party; and
- (c) Each is authorized to execute this Agreement, and all necessary corporate action has been taken to authorize execution of this Agreement.

6. *Remedies of COUNTY.* If an Event of Default occurs prior to the Termination Date, COUNTY reserves the right to take any action under the LICENSE or by law.

7. *Miscellaneous.* This Agreement constitutes the entire understanding and agreement of COUNTY and LICENSEE with respect to the matters covered by it and supersedes all prior agreements and understandings, written or oral, between COUNTY and LICENSEE with respect to such matters. This Agreement may not be modified or amended, nor may any term or provision be waived or discharged, except in writing signed by the party or parties against whom such amendment, modification, waiver or discharge is sought to be enforced. The waiver by any party of any breach by another party of any provision of this Agreement will not constitute or operate as a waiver of any other breach of such provision or of any other provision by such party, nor will any failure to enforce any provision operate as a waiver of such provision or any other provision. This Agreement will be construed in accordance with, and be governed by, the laws of the State of California. In the event of litigation arising out of this Agreement, the prevailing party will be entitled to an award of reasonable attorneys' fees and costs incurred in such litigation. This Agreement will benefit and be binding upon the parties to it and their respective heirs, representatives, successors and assigns.

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COUNTY and LICENSEE have entered into this License Termination Agreement as of its date.

(SEAL)

ATTEST:  
CLERK OF THE BOARD

BY

*Nancy Dimond*

COUNTY OF HUMBOLDT

BY

*Estelle R. Dennell*

CHAIRMAN  
BOARD OF SUPERVISORS  
COUNTY OF HUMBOLDT  
STATE OF CALIFORNIA

LICENSEE:

BY

*Bonnie Fleet*

BY

*David A. Vef*