

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Scott Morgan

**Department:** Community Services

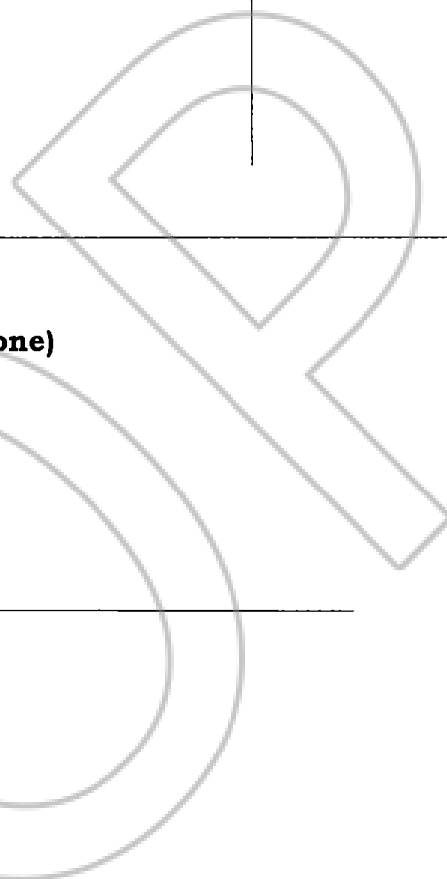


KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

**specify:** \_\_\_\_\_



## LICENSE AGREEMENT

This License Agreement (“**License**”) is made and entered into as of August, 2021 by and between Douglas County, a political subdivision of the State of Nevada (“**Licensor**”) and Sierra Pacific Power Company d/b/a NV Energy (“**Licensee**”) (individually a “**Party**” and collectively the “**Parties**”).

Licensor owns the property set forth on Exhibit 1 (the “**Property**” or the “**License Area**”). Licensee would like to use a portion of the Property in order to run a Community Resource Center (“**CRC**”) in the event of a Public Safety Outage Management (“**PSOM**”) event (“**Purpose**”) as set forth in more detail in Exhibit 2.

In consideration of the above recitals, the mutual covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, Licensor and Licensee agree as follows:

1. License. Licensor hereby gives Licensee, its employees, vendors, contractors and subcontractors a revocable license (a) to use the Property in the area identified in Exhibit 1 for the Purpose; (b) for the right of ingress and egress from and to the License Area for the Purpose only; and (c) to remediate and restore the Property to its before condition.

2. Term; Termination. This License remains in effect until terminated by either party. Either party may unilaterally terminate the License without penalty upon written notice to the other party

3. Consideration for License. Licensee will reimburse Licensor for costs as set forth in Exhibit 2 (“**PSOM Agreement Specifications**”) as consideration for this License. The parties agree that good and sufficient consideration has been given otherwise.

4. Insurance. Licensor acknowledges that Licensee is self-insured and has good and sufficient financial backing otherwise. No other insurance coverage shall be required of Licensee.

6. Hold Harmless. Other than claims arising from Licensee’s negligence or willful misconduct, and reimbursement for costs under Paragraph 3 herein, Licensee shall have no liability to Douglas County including but not limited to, third-party claims for property damage, personal injury, or death.

7. Law and Venue. This Agreement shall be governed by the laws of the State of Nevada with venue in the state courts located in Douglas County, Nevada. Each of the Parties irrevocably waive any objection that any of them may now or hereafter have to the bringing of any such action or proceeding in said jurisdiction or venue(s), including any objection to the laying of venue based on the grounds of forum *non conveniens* and any objection based on the grounds of lack of *in personam* jurisdiction..

[Signature Page Follows]

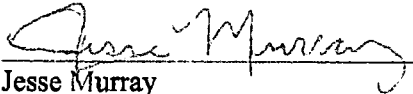
FILED  
NO. 2022.130  
DATE 10/27/2022  
DOUGLAS COUNTY CLERK  
MINDEN, NV  
BY MP DEPUTY

**LICENSE AGREEMENT**

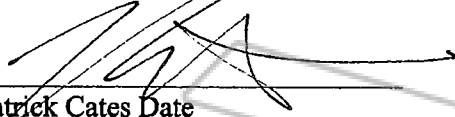
The Parties have caused this License to be executed as of the date listed above.

Sierra Pacific Power Company d/b/a NV  
Energy

Douglas County, a political subdivision of  
the State of Nevada



Jesse Murray  
VP-Electric Delivery and Natural Disaster  
Protection Plan



Patrick Cates Date  
Douglas County County Manager

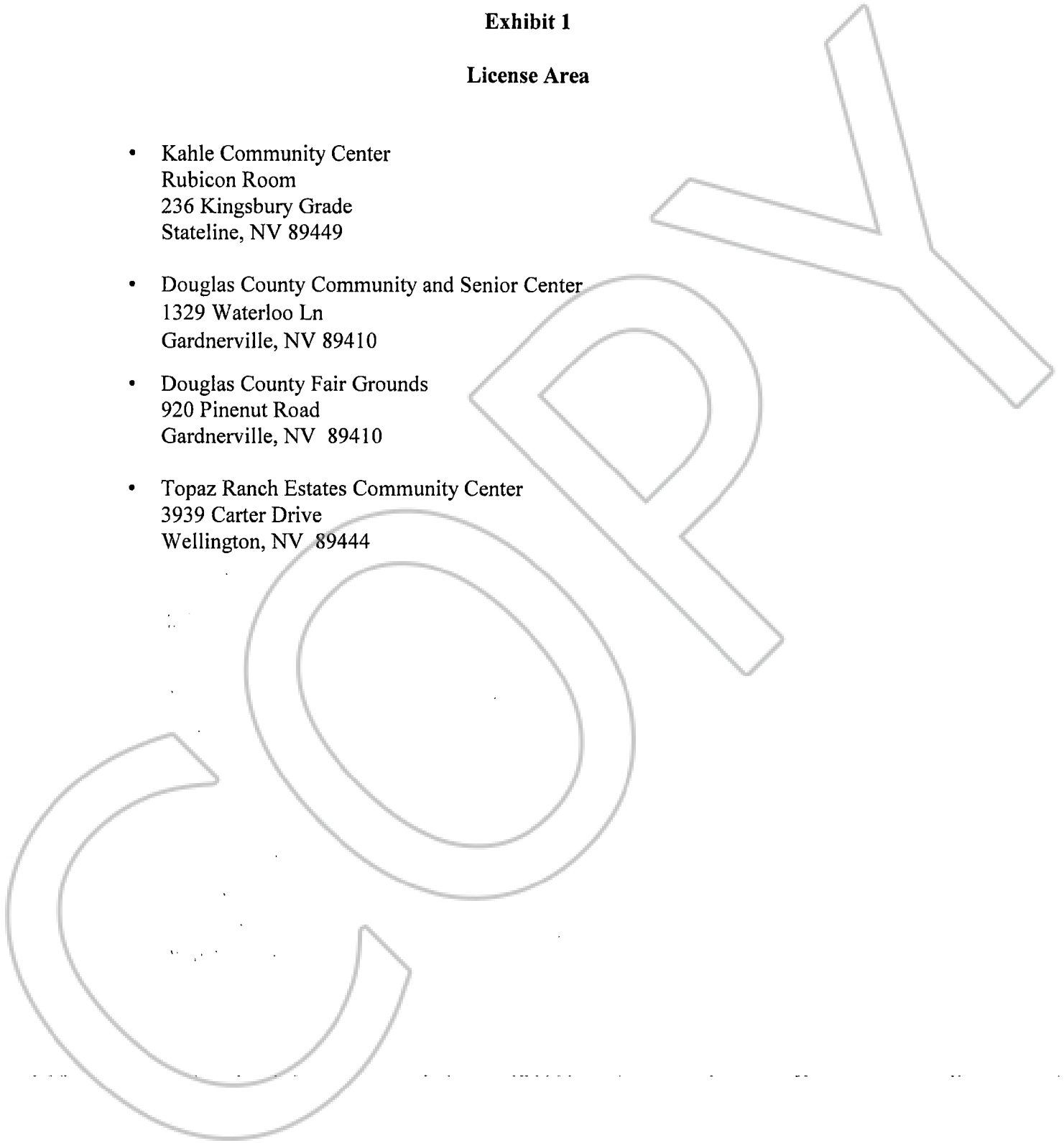
**DRAFT**

# LICENSE AGREEMENT

## Exhibit 1

### License Area

- Kahle Community Center  
Rubicon Room  
236 Kingsbury Grade  
Stateline, NV 89449
- Douglas County Community and Senior Center  
1329 Waterloo Ln  
Gardnerville, NV 89410
- Douglas County Fair Grounds  
920 Pinenut Road  
Gardnerville, NV 89410
- Topaz Ranch Estates Community Center  
3939 Carter Drive  
Wellington, NV 89444



# LICENSE AGREEMENT

## Exhibit 2

### PSOM Agreement Specifications

**1. Use of Facilities:** Upon request from the Manager of Community Relations or his/her alternate and if feasible, Douglas County will permit NV Energy to use their common spaces and meeting rooms on a temporary basis as a Community Resource Center (CRC) for the duration of the PSOM event.

**2. CRC Management:** NV Energy will have primary responsibility for the operation of the CRC and will designate a CRC Manager to lead activities throughout the PSOM event. Douglas County senior staff members will coordinate with the CRC Manager regarding the use of the facility. Any modifications to facility use must be approved by a senior staff member. Physical presence of the senior staff member is not required during use of the facility.

**3. Use of Volunteers:** The CRC Manager may use volunteers from the company, Red Cross or other similar organization to assist with CRC operations depending upon the scope of the PSOM. All volunteers will be under the guidance of the CRC Manager.

**4. Condition of Facility:** Douglas County staff and the CRC Manager will conduct a pre-occupancy survey of the facility before it is opened as CRC. Douglas County staff will identify and secure all equipment that should not be used while using the facility. The CRC Manager will exercise reasonable care while using the facility as a CRC and will make no modifications to the Facility without approval of Douglas County.

**5. Kitchen Use:** Upon request by the CRC Manager, and if such resources exist and are available, Douglas County will feed the CRC occupants. NV Energy will provide all kitchen and serving supplies including prewrapped food and drink items, utensils, napkins and disposable products.

**6. Custodial Services:** The CRC Manager is responsible for coordination of sanitation of the facility before, during and after the PSOM event. NV Energy will provide cleaning supplies and custodial workers and sanitation services at the CRC.

**7. Drive-Through Option:** NV Energy may, at its election, organize and operate the PSOM Event as a drive-through event for the purpose of maintaining social distancing or complying with other state and federal mandates or authoritative guidelines for public health crises such as the COVID-19 pandemic. The CRC Manager will provide notice to Douglas County if NV Energy elects this option and will provide information on the operational changes it may require.

**8. Security:** The CRC Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement and senior staff regarding any public safety issues at the CRC. Additionally, a minimum of (1) NV Energy security representative and/or a law enforcement officer will be on site during operating hours of a CRC.

**9. Signage and Publicity:** The CRC Manager may post signs within the CRC and will remove such signs when the CRC is closed.

**10. Media Relations:** Douglas County Public Information Officer (PIO) will coordinate media questions about the CRC with the CRC Manager.

**11. Notification of CRC Event:** NV Energy will provide notification to Douglas County about the potential of a PSOM event which will trigger the opening of the CRC no less than eight days prior to such an event, if possible. Douglas County acknowledges that a PSOM event, which will require the opening of the CRC, will occur as needed and it shall not be a breach of this License should such shorter notice be provided by Licensee.

**12. Closing the CRC:** The CRC Manager will notify Douglas County of the closing date for the CRC. Before vacating the facility, the CRC Manager will ensure that all shelter related supplies and equipment have been removed from the premises. The CRC Manager and Douglas County staff will conduct a post-occupancy inspection to record any concerns.

**13. Reimbursement for Expenses, Costs:** NV Energy will reimburse Douglas County pursuant to separate fee structure agreed upon by the parties for actual staff time and hard costs expended to support use of its facility/facilities (CRC) during a PSOM event. In addition, Douglas County will provide an invoice of staff costs, loss of revenue, and food costs,

**LICENSE AGREEMENT**

etc. to NV Energy detailing the hard costs for use of the facility.

14. Generator: Upon the occurrence of a PSOM event and the opening of the CRC, NV Energy may, but is not required to, install a generator for the duration of the event. NV Energy shall be responsible for installing and removing the generator and supporting facilities.

COPY

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this 27<sup>th</sup> day of June, 2022

By *[Signature]* Deputy