

Project: UCSD/Scripps Wave Monitoring
Equipment at Jalama Beach
APN: 083-510-001
Folio #: 003525
Agent: CS

UCSD Wave Monitoring Equipment at Jalama Beach County Park
Revocable License

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF SCRIPPS INSTITUTE OF OCEANOGRAPHY, a California corporation, hereinafter referred to as "LICENSEE", do hereby agree as follows:

COUNTY hereby grants to LICENSEE, its authorized agents, contractors, officers and employees, a revocable license (hereinafter the "License"), including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as County Assessor's Parcel Numbers 083-510-001 and commonly known as Jalama Beach County Park, hereinafter the "Property". The Property is further identified on the property map which is attached hereto and incorporated herein by reference as Exhibit A.

This License is subject to the following provisions, requirements, and restrictions:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this License shall be administered and enforced on behalf of the COUNTY by the County Parks Director, or designee. LICENSEE agrees to conform to any requirements or conditions set forth by COUNTY during the duration of this License.
2. **TERM:** The term of this License shall be for one (1) year, beginning on the date this License is executed by the Chair of the COUNTY'S Board of Supervisors. Either COUNTY or LICENSEE may terminate this License at any time with or without cause upon thirty (30) days prior written notice to the other party.
3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this License has not been terminated and LICENSEE is in good standing, this License shall be automatically extended and renewed each and every year after the expiration of the initial one (1) year term, for one (1) year at a time, upon the same terms and conditions as provided herein.
4. **RENT:** The consideration for the License shall be the benefit of this information to the maritime community and the educational experience to LICENSEE'S students in the research, gathering and processing of the information generated from the wave monitoring equipment.

5. **PREMISES SUITABILITY:** LICENSEE accepts the Premises in an “as is” condition.

6. **INSTALLATION, RELOCATION AND REMOVAL:** LICENSEE shall provide certificates of insurance and ten (10) business day’s written notice to COUNTY prior to the initial installation and the dismantling, removal and/or any relocation of the Facility. Upon termination of this License, LICENSEE agrees to restore the Premises as nearly as practicable to the condition which existed prior to LICENSEE’S installation of the Facility.

7. **PURPOSE AND USE:** LICENSEE shall install, operate, maintain and service shore-based equipment housing and 6’ whip antenna (the “Facility”) for the purpose of gathering data from an off shore Harvest monitoring wave buoy, and for such other purposes as may be incidental to such activities. The Facility shall consist of a laptop (measuring approximately 13” x 10.5” x 1/5”), buoy receiver (measuring approximately 9” x 7” x 4”), a phone modem and a backup power source. The location of the Facility shall be determined by mutual consent of both parties (the “Premises”).

LICENSEE shall have the right to replace equipment at the Premises on a like-for-like basis. LICENSEE shall not otherwise alter or improve the Facility further without prior written approval of COUNTY.

8. **ACCESS:** LICENSEE shall have access to the Facility and Premises during the normal hours of operation of the Jalama Beach County Park. LICENSEE understands that from time to time (during inclement weather or other natural causes) the access road may be impassable and that COUNTY shall not be liable to LICENSEE for lack of access to the Facility and Premises during such times.

9. **UTILITIES AND CHARGES:** Subject to COUNTY approval, LICENSEE shall have the right to have installed any and all necessary utilities, including phone lines. LICENSEE shall be responsible for connection/installation fees for any and all utilities to the Facility and Premises, and shall pay when due all charges for said utilities and phone lines used by LICENSEE. Whenever possible, LICENSEE shall separately meter LICENSEE’S Facility and Premises such that all utility charges are independent of utility charges for the Park.

10 **RESPONSIBILITY/MAINTENANCE:** LICENSEE agrees to maintain the Facility and Premises in a safe condition. LICENSEE, its authorized agents, and employees shall exercise reasonable precautions necessary to prevent damage to and protect the Property and any persons during LICENSEE’S entry thereon. COUNTY assumes no liability for loss or damage to LICENSEE’S property, or injury to or death of any agent, employee, or contractor of LICENSEE.

11. **INDEMNIFICATION:** LICENSEE shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this License or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the LICENSEE or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

LICENSEE shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this License.

12. **INSURANCE:** Without limiting the LICENSEE'S indemnification of the COUNTY, LICENSEE shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this License. Failure to comply with the insurance requirements shall place LICENSEE in default. Upon request by the COUNTY, LICENSEE shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

- A. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all LICENSEE'S staff while performing any work incidental to the performance of this License. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event LICENSEE is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if LICENSEE has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this License and LICENSEE submits a written statement to the COUNTY stating that fact.
- B. **General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of LICENSEE and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the LICENSEE in the indemnity and hold harmless provisions [above] of the Indemnification Section of this License between COUNTY and LICENSEE. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of LICENSEE pursuant to LICENSEE'S activities hereunder. LICENSEE shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the LICENSEE is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this License. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

LICENSEE shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this License becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this License. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the LICENSEE may be held responsible for payment of damages resulting from LICENSEE'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the LICENSEE is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the LICENSEE'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this License that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended License. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this License. LICENSEE agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

13. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** LICENSEE and COUNTY hereby waive any rights each may have against the other on account of any loss or damage suffered by LICENSEE or COUNTY, as the case may be, to their respective property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either LICENSEE or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

14. **NOTICES:** Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

COUNTY:

County of Santa Barbara
 Parks Department
 300 Goodwin Road
 Santa Maria, CA 93455
 Attn: North County Deputy Director

With a copy to:

County of Santa Barbara
 General Services/Office of Real Estate Services
 1105 Santa Barbara Street, 2nd Floor
 Santa Barbara, CA 93101

LICENSEE:

Assistant Vice Chancellor-Real Estate
 University of California, San Diego
 10280 North Torrey Pines Road #0982
 La Jolla, CA 92093-0982

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, addressed to the address specified above, or to such other address designated by the party as provided for herein.

15. **SUCCESSORS AND ASSIGNS:** The rights and responsibilities under this License shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

16. **WAIVER:** No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

17. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this License shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. **EXECUTION IN COUNTERPARTS:** This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

19. **CERTIFICATION OF SIGNATORY**: Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

///

///

///

Project: UCSD/Scripps Wave Monitoring
Equipment at Jalama Beach
APN: 083-510-001
Folio #: 003525
Agent: CS

IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this License to be effective as of the date executed by COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

"LICENSEE"
REGENTS OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO ON BEHALF OF THE
SCRIPPS INSTITUTE OF OCEANOGRAPHY

Signature

Signature

Print Name/Title

Print Name/Title

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____

By: _____

APPROVED:

APPROVED:

By: _____
Ray Aromatorio
Risk Program Administrator

By: _____
Ronn Carlentine, SR/WA
Real Property Manager