

**Site Access Agreement For Seismic Monitoring
By U.S. Geological Survey**

This is an agreement between County of Santa Barbara, a political subdivision of the State of California ("Property Owner") and the U.S. Geological Survey ("USGS"), a bureau of the U.S. Department of the Interior, regarding seismic monitoring activities to be conducted by USGS at parcels owned by the Property Owner at various locations identified on Exhibit "A", attached hereto and incorporated herein by reference as (hereinafter "Property").

USGS is conducting research necessary to characterize and identify earthquake hazards, assess earthquake risks, monitor seismic activity, and improve earthquake predictions. As part of this research, USGS wishes to conduct seismic monitoring on the Property, and the Property Owner wishes to assist in the research by providing USGS access to the Property for this purpose. In consideration of these purposes and the mutual promises set out in this agreement, USGS and the Property Owner agree to the following:

1. Grant of License. Subject to the terms and conditions of this agreement, the Property Owner hereby grants USGS and its representatives and cooperators a license to enter the Property for the limited purpose of conducting seismic monitoring through the location, operation, and maintenance of and retrieval of data from seismic monitoring equipment (collectively, the "USGS Equipment") on and at the Property.
2. Limitations on USGS Use.
 - a. Entry onto the Property by USGS and its representatives and cooperators may occur only at reasonable times and after reasonable notice to the Property Owner. USGS shall use best efforts to give notice at least 24 hours in advance by telephone, e-mail or facsimile to the Property Owner (or designated representative) as set forth in Exhibit "A". Unless the operation of the USGS Equipment has been seriously curtailed, in which case notice may be given concurrently with entry. Notice shall be considered to have been given and be complete as follows: (i) if by e-mail or facsimile, at the time of transmission; and (ii) if by telephone, at the time conversation occurs or a voice mail message is left.
 - b. While on the Property, USGS and its representatives and cooperators shall use all reasonable efforts not to interfere with the Property Owner's use of the Property or delay any other activities that are being undertaken on the Property.
 - c. USGS and its representatives and cooperators shall consult with the Property Owner prior to locating any USGS Equipment to minimize interference with the Property Owner's activities on the Property. Sample USGS equipment installation diagrams are identified in Exhibit "B", attached hereto and incorporated herein by this reference.
 - d. USGS shall locate, maintain, and operate the USGS Equipment on the Property in accordance with applicable law and with all reasonable diligence and precaution to avoid damage to the land, property or personnel of the Property Owner.

- e. USGS shall not permit any mechanics or other liens to be filed against the Property by reason of labor or materials furnished to the Property at USGS's request.
 - f. Upon expiration or earlier termination of this agreement, USGS and its representatives and cooperators shall remove the USGS Equipment and shall restore those areas of the Property on which the USGS Equipment was located to the condition existing prior to the commencement of activities under this agreement, reasonable wear and tear excepted. This removal and restoration shall proceed within a reasonable time after the date of expiration or termination and be completed within ninety (90) days unless extended by the mutual agreement of the parties. Such agreement not to be unreasonably withheld.
3. Nature of the Work. USGS has advised the Property Owner that in order to record seismic activity the USGS Equipment must be located so it does not move during seismic events. As a result, placement of the USGS Equipment on the Property may require construction of concrete pad(s) on Property to which the USGS Equipment is bolted and housed. The Property Owner agrees to such installation or fixing of the USGS Equipment to the Property provided that (i) the work does not adversely affect the Property in which the USGS Equipment is located and (ii) USGS complies fully with the limitations on use set out in this agreement.
4. Condition of the Property. Property Owner and USGS agree that the monitoring on and at the Property is solely for the purposes of research into earthquake hazards and that no inquiry regarding site specific conditions of any other kind at the Property has been or will be conducted by USGS. USGS further acknowledges and agrees that the Property Owner has made no representation and warranty concerning the condition of the Property or the fitness of its use for seismic monitoring.
5. USGS Equipment. All USGS Equipment located or used on or at the Property shall remain the property of the United States and will not become a fixture, as defined in applicable law, or lose identity as personal property by being attached to any real property. USGS shall have the right to remove any and all of the USGS Equipment at any time from the Property.
6. Liability. Under Federal law in effect at the time of the signing of this agreement, USGS is precluded from indemnifying, holding harmless, and defending the Property Owner for use of the Property for the purposes set out in this agreement. Federal law does provide, however, through the Federal Tort Claims Act (28 U.S.C. §2671 *et seq.*), a means of addressing claims for personal injuries or property damage caused by the negligent or wrongful act or omission of any employee of the United States while acting within the course of his or her employment. Consistent with this legal authority, USGS agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against the United States for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this agreement.

7. Term and Termination of the Agreement. This agreement shall be in effect from the date of the latest date signed and dated below by the Property Owner and USGS and shall continue for twenty (20) years from that date unless terminated (with or without cause) earlier by either the Property Owner or USGS by providing thirty (30) days advance notice in writing, sent by certified mail or a recognized overnight common carrier courier service that guarantees next-day delivery to the applicable designated representative of the other party, as follows:

<u>If to USGS:</u>	<u>If to Property Owner:</u>
U.S. Geological Survey	County of Santa Barbara
525 S. Wilson Ave.	Office of Real Estate Services
Pasadena, CA 91106	1105 Santa Barbara St. Second Floor
(626) 583-7820	Santa Barbara, CA 93101

8. Transfer or Sale of Property. Reasonably in advance of any assignment, transfer, sale (including without limitation by foreclosure or deed in lieu of foreclosure), or abandonment of the Property, the Property Owner shall give written notice (including applicable contact information) to (i) USGS of such action and to (ii) any assignee, transferee or purchaser of the Property of this agreement and the presence of USGS Equipment on the Property.
9. Authority. The Property Owner represents and warrants that the Property Owner owns the Property and has the legal authority to enter into this agreement and grant the license it provides.
10. Federal Antideficiency Act (31 U.S.C. §1341(a)(1)). USGS is an agency of the United States Government and may only expend public funds when authorized by the U.S. Congress through appropriations acts or other legislation. Notwithstanding anything to the contrary herein, nothing in this agreement shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this agreement for that fiscal year or other obligation for the further expenditure of money in excess of such appropriation, and nothing in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.
11. Public identification of location of USGS Property. The Property Owner agrees that USGS may identify in publicly available records the location by latitude and longitude coordinates of the USGS Equipment as these are located on the Property.
12. Amendments. The station list in Exhibit "A" can be amended from time to time to add or remove stations. Approval for these amendments must be in writing and may be executed on behalf of USGS by the Southern California Seismic Network Manager and on behalf of the Property Owner by the Santa Barbara County Director of General Services and/or designee, and may be transmitted electronically.

The Property Owner and USGS hereby agree to the terms and conditions of this agreement as on the date(s) written below.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Supervisor Lavagnino
Chair, Board of Supervisors

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO
CONTENT:

By: _____
Michael W. Dyer, Fire Chief
County of Santa Barbara

"PERMITTEE"
U.S. DEPARTMENT OF THE INTERIOR,
GEOLOGICAL SURVEY

By: _____
Valerie Thomas
SCSN Manager, Geophysicist

By: _____
Ryan Rockabrand
Chief of Emergency Management

Date: Dec 19, 2013

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Kevin E. Ready, Sr.
Senior Deputy County Counsel

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

By: _____
Deputy Auditor-Controller

APPROVED:

By: _____
Ray Aromatario, ARM, AIC
Risk Manager

APPROVED:

By: _____
Matthew P. Pontes
Director of General Services

EXHIBIT "A"

"PROPERTY"

Fire Station		Instrument				Contact			
Stations	Code	Latituted	Longituted	Elev	type	Address	APN	Number	District
HQ	EOC	34.450291	-119.769411	75m	Exterior Vault	4408 Cathedral Oaks Road (aka 4410 Cathedral Oaks Road) Santa Barbara, CA 93110-1042	059-120-004	(805) 681-5526	2 nd
F.S. 32	SYN	34.607293	-120.06991	200m	Exterior Vault	906 Airport Road Santa Ynez CA 93460	141-440-002	(805) 686-5058	3 rd
F.S. 31	BUE	34.612987	-120.196793	110m	Exterior Vault	168 W Highway 246 (aka 164 W Highway 246) Buellton CA 93427	099-261-022	(805) 686-5062	3 rd
F.S. 51	LOC	34.690735	-120.446901	95m	Exterior Vault	3500 Harris Grade Road Lompoc CA 93436	097-380-043	(805) 737-7742	3 rd
F.S. 23 (Sisquoc)	SQC	34.866469	-120.294393	130m	Exterior T-hut (Basalt)	5003 Depot Ave Santa Maria CA 93454-9611	129-201-001	(805) 934-6294	5 th

R E F E R E N C E O N L Y

R E F E R E N C E O N L Y									
Fire Stations		Station code	Instrument					Contact	
		Latituted	Longituted	Elev	type	Address	APN	Number	District
Carpinteria FD		CFD	34.399268	-119.515762	8m	Interior Equipment	911 West Walnut Avenue Carpinteria CA 93013	004-047-016	(805) 684-4591 1 st

EXHIBIT "B"

Site Plan for Southern California Seismic Network

Station will look similar to this:

