



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

March 20, 2007

Present: Supervisor Carbajal, Supervisor Wolf, Supervisor Firestone, Supervisor Gray and Supervisor Centeno

PUBLIC WORKS

File Reference No. 07-00255

RE: Consider recommendations regarding the GPS Sites at Tajiguas Landfill and Point Sal, Third and Fourth Districts, as follows:

- A) Adopt the Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) for the granting of a 'Revocable License for GPS Site at Tajiguas Landfill';
- b) Approve and authorize the Chair to execute the "Revocable License for GPS Site at Tajiguas Landfill" between the County of Santa Barbara and UNAVCO, Inc.;
- c) Adopt the Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) for the granting of a "Revocable License for GPS Site at Point Sal"; and
- d) Approve and authorize the Chair to execute the "Revocable License for GPS Site at Point Sal" between the County of Santa Barbara and UNAVCO, Inc.

A motion was made by Supervisor Gray, seconded by Supervisor Carbajal, that this matter be Approved, as follows:

- a) **Adopted.**
- b) **Approved; Chair to execute.**
- c) **Adopted.**
- d) **Approved; Chair to execute.**

The motion carried unanimously.



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

A-38

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

0370-28
07-00255
MAR 20 2007
COUNTY OF SANTA BARBARA
CLERK OF THE BOARD OF SUPERVISORS

Department Name: Public Works
Department No.: 054
For Agenda Of: March 20, 2007
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority MAR 20 2007

0370-28 07-00255

TO: Board of Supervisors

FROM: Department Phillip M. Demery, Public Works Director, 568-3010
Director(s) *MMS*
Contact Info: Michael B. Emmons, Deputy Director, County Surveyors Division,
568-3020 *(MB)*

SUBJECT: GPS Sites at Tajiguas Landfill and Point Sal
3rd and 4th Supervisorial Districts

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

Authorize the Chair of the Board to:

- (a) Adopt the attached Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) for the granting of a "Revocable License for GPS Site at Tajiguas Landfill".
- (b) Approve and execute the attached "Revocable License for GPS Site at Tajiguas Landfill" between the County of Santa Barbara and UNAVCO, Inc.
- (c) Adopt the attached Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) for the granting of a "Revocable License for GPS Site at Point Sal".
- (d) Approve and execute the attached "Revocable License for GPS Site at Point Sal" between the County of Santa Barbara and UNAVCO, Inc.

Summary Text:

On July 18, 2000, the Board of Supervisors approved and executed a Revocable License for a GPS site at the Tajiguas Landfill between the County of Santa Barbara and the United States Geological Survey (USGS) Earthquake Hazards Team for a period of 5 years.

The purpose of the license agreement was for the installation, operation, and maintenance of a GPS site which would provide scientific and survey data to the County and the public for various uses, including earth movement, disaster response to earthquakes, and control surveying for various County projects.

That license agreement has subsequently expired. In addition, UNAVCO, Inc. has taken over management of the GPS site and the network for the USGS.

The first of the attached license agreements would renew the right to maintain the site for a period of 5 years, and provide for automatic one (1) year renewals of the license. However, the County will retain the right to terminate the license upon thirty (30) days for any reason.

The Public Works Solid Waste Division has reviewed the request for the renewal of the license agreement for the GPS site at the Tajiguas Landfill and is agreeable to renewing the license.

The second of the two license agreements is for a new GPS site on property the County owns at Point Sal. UNAVCO is responsible for arranging for access across adjoining properties not owned by the County. The initial installation of the GPS site will be accomplished by helicopter. Subsequent maintenance visits shall be either by foot, ATV, or helicopter.

The County Parks Department has reviewed the request for the license agreement and agreed to grant the license agreement. Should the County in the future desire to have the GPS site removed from the property, the County may terminate the agreement upon thirty (30) days notice.

The GPS sites are unobtrusive and consist of a single GPS antenna approximately five feet (5') tall with a solar panel, similar to call box and solar panel on state highways. A visual depiction of a typical site is attached hereto.

Background:

See above.

Performance Measure:

N/A

Fiscal and Facilities Impacts:

None.

Fiscal Analysis:

Narrative: There is no monetary consideration in exchange for the grant of the license. Instead, UNAVCO will provide the County with access to data gathered by the subject GPS site and others in its network, and to products created by researchers affiliated with the network.

Staffing Impacts:

Legal Positions:
N/A

FTEs:
N/A

Special Instructions:

After Board action, distribute as follows:

- | | | |
|----|------------------------------|--|
| 1. | Original License Agreements | Clerk of Board Files |
| 2. | Copies of License Agreements | Surveyor's Division, Attn: Harrison Heyl |

Subject: GPS Sites at Tajiguas Landfill and Point Sal
3rd and 4th Supervisorial Districts
Agenda Date: March 20, 2007
Page 3 of 3

- | | | |
|----|--------------------------------|--|
| 3. | Original Notices of Exemption | Clerk of Board Files |
| 4. | Copies of Notices of Exemption | Surveyor's Division, Attn: Harrison Heyl |
| 5. | Minute Order | Surveyor's Division, Attn: Harrison Heyl |

The Real Property Section of the Surveyor's Division will deliver copies of the Revocable License Agreements to UNAVCO, Inc., and will keep copies in its files as well.

Attachments:

- (a) Visual Depiction of typical GPS site.
- (b) Notice of Exemption for the "Revocable License for GPS Site at Tajiguas Landfill".
- (c) "Revocable License for GPS Site at Tajiguas Landfill"
- (d) Notice of Exemption for the "Revocable License for GPS Site at Point Sal".
- (e) "Revocable License for GPS Site at Point Sal" between the County of Santa Barbara and UNAVCO, Inc.

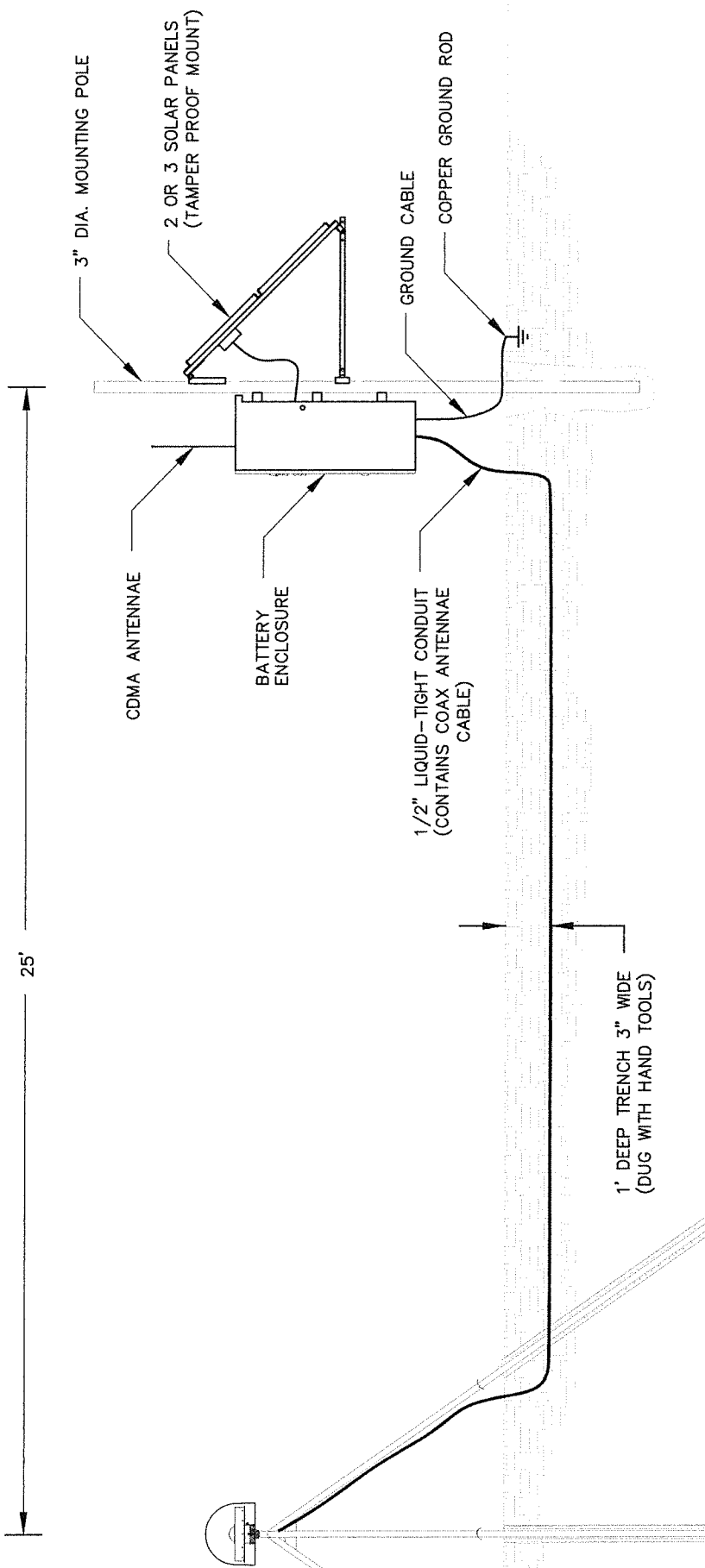
Authored by:

Harrison Heyl, Public Works Department, Surveyor's Division, Real Property Section, 568-3072

HH

CC:

Mark Schleich, Resource Recovery and Waste Management
Mark Tautrim, Resource Recovery and Waste Management
Jeff Stone, Parks Department
Coleen Lund, Parks Department



SITE INSTALL

UNAVCO, Inc.
 PLATE BOUNDARY OBSERVATORY
 6350 Nautilus Dr., Boulder, Co, 80301
<http://www.unavco.org/PBO/PBO.html>

Design By: UNAVCO, UCSD, SCIGN

Drawn By: JEH

Dwg name: PBO-DD-MON50.dwg

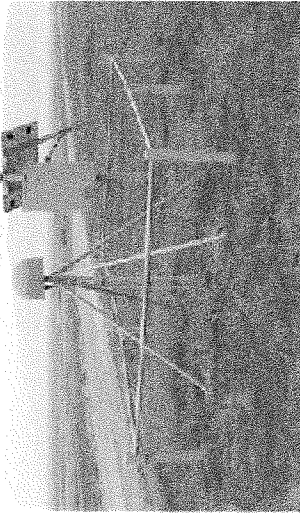
Date Modified: 8/20/04



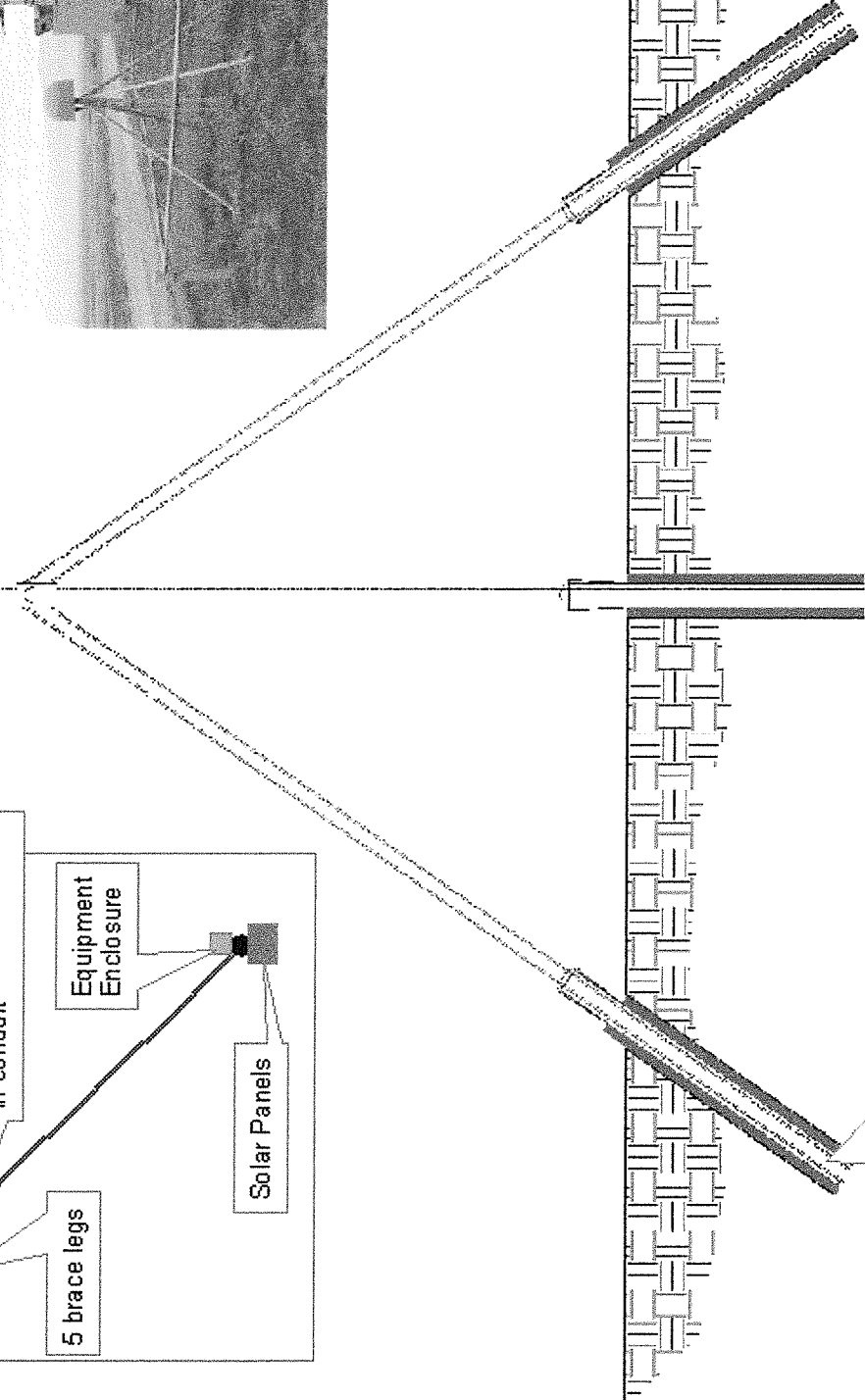
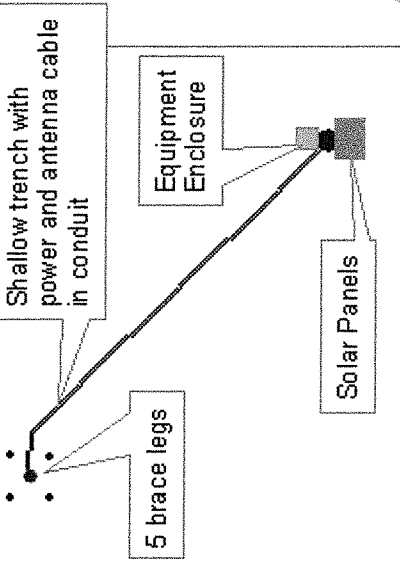
UNAVCO PBO

GPS Antenna located 5'-6' above ground level

Typical PBO CGPS site



30' x 30' parcel plan view



5 stainless steel brace legs extending 6' to 40' into the ground

DEEP DRILLED BRACES MOUNTMENT



UNAVCO, Inc.
P.O. Box 110000, Boulder, CO 80501
www.unavco.com

Project: UNAVCO CGPS
Order: 24785
Contract: PBO-03-MORISUM
PBO Model: 1.0001

NOTICE OF EXEMPTION

TO: Santa Barbara County Clerk of the Board of Supervisors

FROM: Department of Public Works – Surveyor’s Division
(Lead Department/Division)

Based on a preliminary review of the project the following activity is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

APN(s): 113-160-007 and 113-160-008

Case No. Real Property File No. R-275

LOCATION: Point Sal

PROJECT TITLE: GPS site at Point Sal

PROJECT DESCRIPTION:

Revocable license agreement for initial five (5) year term, with one (1) year extensions, to allow UNAVCO, Inc., to place, operate and maintain a continuous operating GPS station for purposes of scientific study of earth plate tectonics and earthquake prediction, early warning system for earth movement, and assist in deployment of disaster response resources in case of a significant event.

EXEMPT STATUS:(Check One)

- Ministerial
- Statutory
- Categorical Exemption [Sec. 15303]
- Emergency Project
- No Possibility of Significant Effect

Cite specific CEQA Guideline Section: Exempt under Section 15303 of CEQA guidelines.

Reasons to support exemption findings (attach additional material, if necessary):

Small monitoring site consisting of single GPS antenna approximately five feet (5') tall with solar panel, similar to call box and solar panel on state highways. No environmental impact is anticipated. License is revocable upon thirty (30) days notice to Licensee. Initial installation by helicopter. Subsequent maintenance by helicopter, ATV, or by foot.

Mark Schleich 3/7/07
 Department Representative Date

NOTE: A copy of this document must be posted with the County’s Planning & Development Department at least 6 days prior to consideration of the activity by the decision-makers to comply with County CEQA guidelines and a copy must be filed with the County Clerk of the Board after project approval to begin a 35 day statute of limitations on legal challenges.

Distribution:

2007 MAR 2
 COUNTY OF SANTA BARBARA
 CLERK OF THE BOARD OF SUPERVISORS

DATE FILED WITH PLANNING & DEVELOPMENT

3/22/07
 DATE FILED WITH THE CLERK OF THE BOARD

RECEIVED

MAR 07 2007

S.B. COUNTY
PLANNING & DEVELOPMENT

Revocable License for GPS Site at Point Sal

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and UNAVCO, Inc., a Colorado nonprofit 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 113-160-007 and 113-160-008 and commonly known as Point Sal, 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 shall cover those portions of the Property necessary to install, operate, maintain and service a global positioning system (GPS) site (the "Site") to measure and study geological ground shifting and slow fault slip, and for such other purposes as may be incidental to such activities. The Site shall consist of equipment which is shown, attached hereto and incorporated herein by reference as Exhibit B, and minor appurtenances thereto. The Site shall occupy an area of ground approximately thirty feet (30') by thirty feet (30') in size (the "Premises"), in a location which is shown on the map attached hereto and incorporated herein by reference as Exhibit C.

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 Director of the Parks Department, 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 five (5) years, beginning on the date this License is executed by the Chair of the COUNTY'S Board of Supervisors. COUNTY may terminate this License at any time with or without cause upon thirty (30) days prior written notice to LICENSEE.
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 five (5) year term, for one (1) year at a time, upon the same terms and conditions as provided herein.
4. **RENT:** As consideration for the granting of this License by COUNTY to LICENSEE, LICENSEE shall provide COUNTY with access to data gathered by this and other GPS sites that are part of LICENSEE'S GPS network, and to products created by researchers affiliated with LICENSEE or LICENSEE'S GPS network.
5. **PREMISES SUITABILITY:** LICENSEE accepts the Premises in an "as is" condition.

6. **INSTALLATION AND REMOVAL:** LICENSEE shall provide certificates of insurance and ten (10) business days written notice to COUNTY prior to the initial installation and the dismantling, removal and/or any relocation of the Site. 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 Site.

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

8. **ACCESS:** LICENSEE shall have access to the Site seven (7) days per week, during daylight hours. LICENSEE acknowledges that COUNTY'S legal right-of-way along Brown Road/Point Sal Road does not terminate at the Property, and therefore COUNTY does not have permanent legal access to the Property or the Site across adjacent properties owned by other parties. LICENSEE shall therefore be responsible for arranging for access to the Site either by helicopter or by obtaining the permission of any parties whose properties LICENSEE must cross along portions of the route to the Site which deviate from the County's legal right-of-way along Brown Road/Point Sal Road.

In the event LICENSEE is able to make the necessary arrangements with adjacent property owners to access the Site by land, LICENSEE acknowledges the poor condition of the roadway to the Site, and that it is not suitable for normal vehicular traffic. LICENSEE may access the Site either by foot or by using 4 X 4 "quad" all terrain vehicles ("ATV's") so long as the roadway remains unsuitable for normal vehicular traffic.

In the event LICENSEE requires access to the Site using ATV's via Brown Road/Point Sal Road, access to the Site is restricted by a locked gate and may limit LICENSEE'S ability to access the Site during weekends, holidays, and after normal business hours. LICENSEE shall obtain the approval of COUNTY'S Road Maintenance Superintendent prior to such access in order to coordinate locking and unlocking of the gate.

9. **RESPONSIBILITY, MAINTENANCE AND GRAFFITI:** LICENSEE agrees to maintain the Site in a safe condition. LICENSEE, its authorized agents, employees and LICENSEE 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. LICENSEE shall, within ten (10) days written notice from COUNTY, remove or have removed graffiti from the Site at its sole expense. However, LICENSEE and the COUNTY Surveyor may mutually agree to have COUNTY Surveyor's staff perform routine maintenance or graffiti removal at COUNTY'S cost.

10. **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.

11. 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.

1. 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.
2. 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.

3. Aircraft Liability Insurance: Aircraft liability insurance shall cover all owned, non-owned, and hired aircraft operated on behalf of LICENSEE pursuant to LICENSEE'S activities hereunder and shall include coverage for consequential losses. The limit of liability of said policy or policies for aircraft liability insurance shall not be less than \$2,000,000 per occurrence combined single limit for bodily injury and property damage. 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. The COUNTY, and its respective officers, agents, and employees shall be Additional Insured status on any policy.

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.

12. **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.

13. **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 - Administrative Office
610 Mission Canyon Rd.
Santa Barbara, CA 93105

With a copy to:

County of Santa Barbara
Public Works Dept. - County Surveyor
123 E. Anapamu St.
Santa Barbara, CA 93101

LICENSEE:

UNAVCO, Inc.
Attn: Permitting Manager
6350 Nautilus Dr.
Boulder, CO 80301

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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

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

“LICENSEE”
UNAVCO, Inc.

David Wilson
Signature
David Wilson
Director, Contracts
Print Name/Title
March 2007
Date

Kyle Bohrenstrel
Signature
Kyle Bohrenstrel, Permitting Manager
Print Name/Title
3/1/07
Date

[Signature Page Continued on Next Page]

(Signature Page for Revocable License for GPS Site at Point Sal – continued)

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: Buddy Firstone
Chair, Board of Supervisors

By: [Signature]
Deputy

Date: 3/20/07

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: [Signature]

By: [Signature]

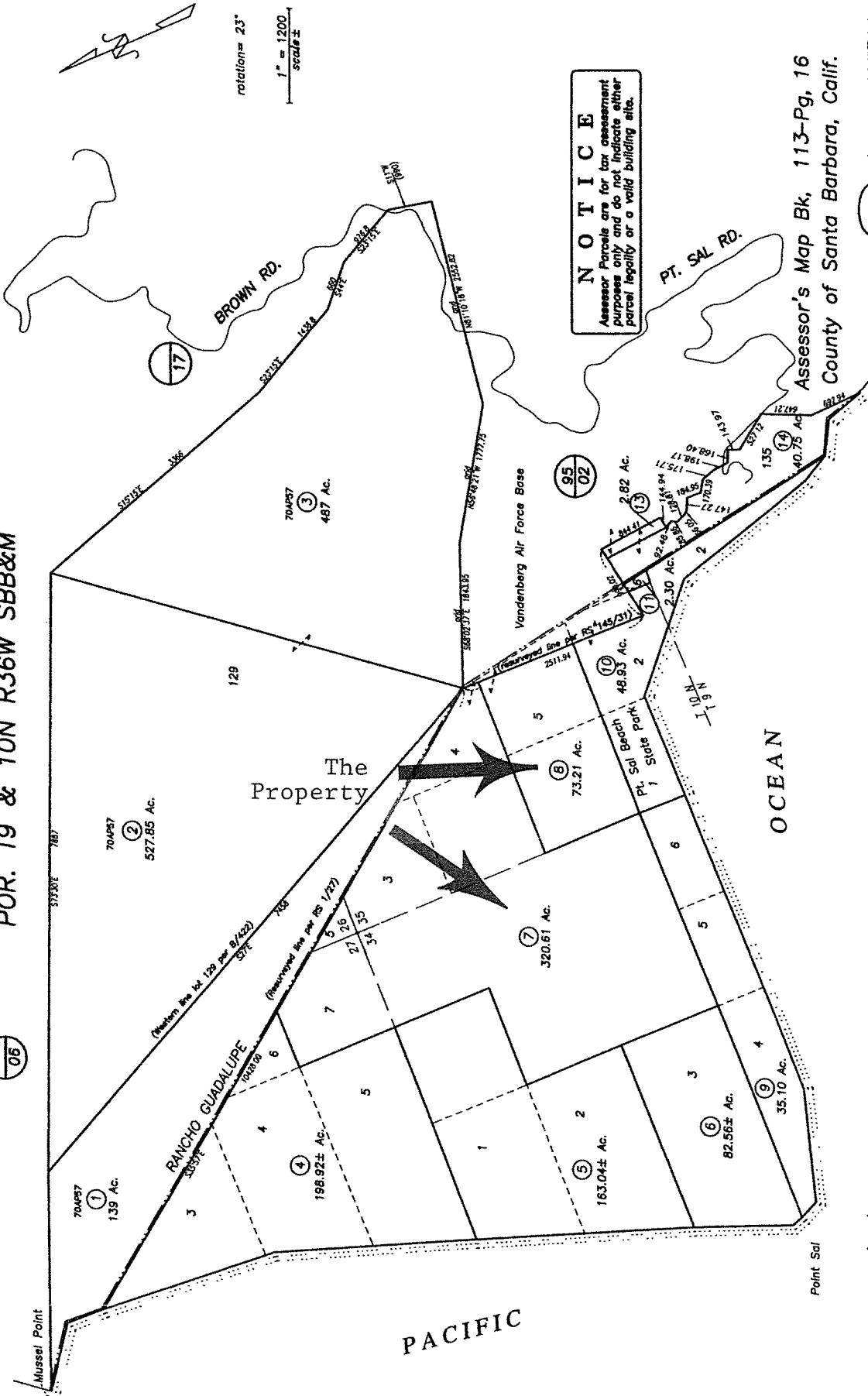
APPROVED:

By: [Signature]
Ray Aromatorio
Risk Program Administrator

113-16

POR. RANCHO GUADALUPE
POR. T9 & 10N R36W SBB&M

06



NOTICE
Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

Assessor's Map Bk, 113-Pg, 16
County of Santa Barbara, Calif.

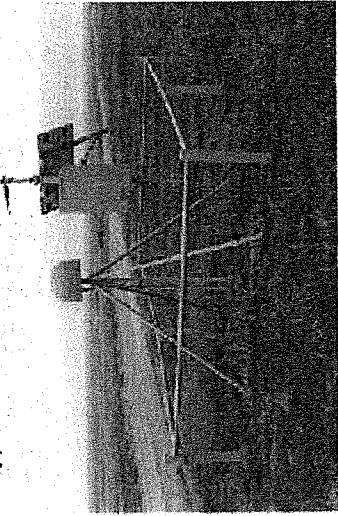
10/00
return pg per used & W&B body

03/08/1880 R.M. Bk. B , Pg. 422 , Tract Subdivisions of the Rancho Guadalupe

EXHIBIT A

GPS Antenna located 5'-6" above ground level

Typical PBO CGPS site



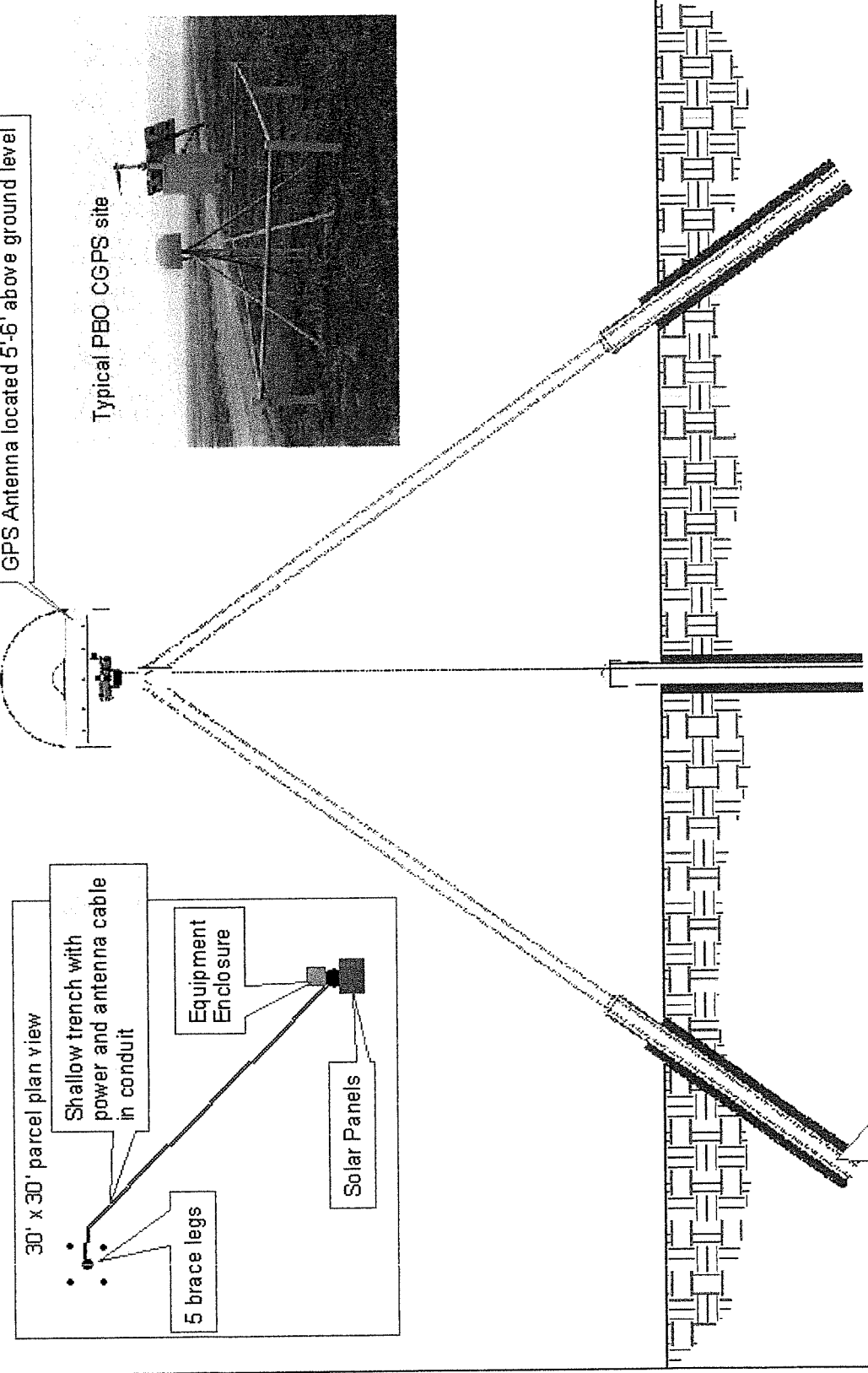
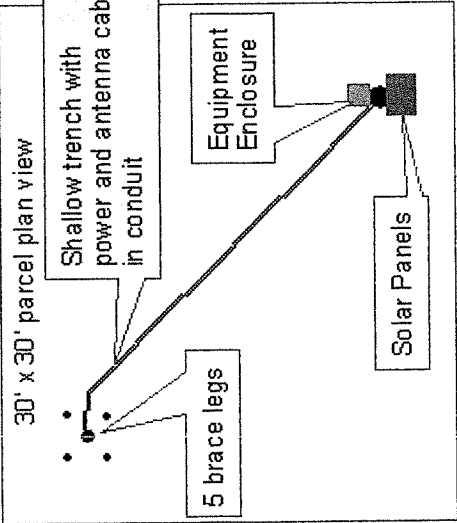
30' x 30' parcel plan view

Shallow trench with power and antenna cable in conduit

5 brace legs

Equipment Enclosure

Solar Panels



5 stainless steel brace legs extending 6' to 40' into the ground



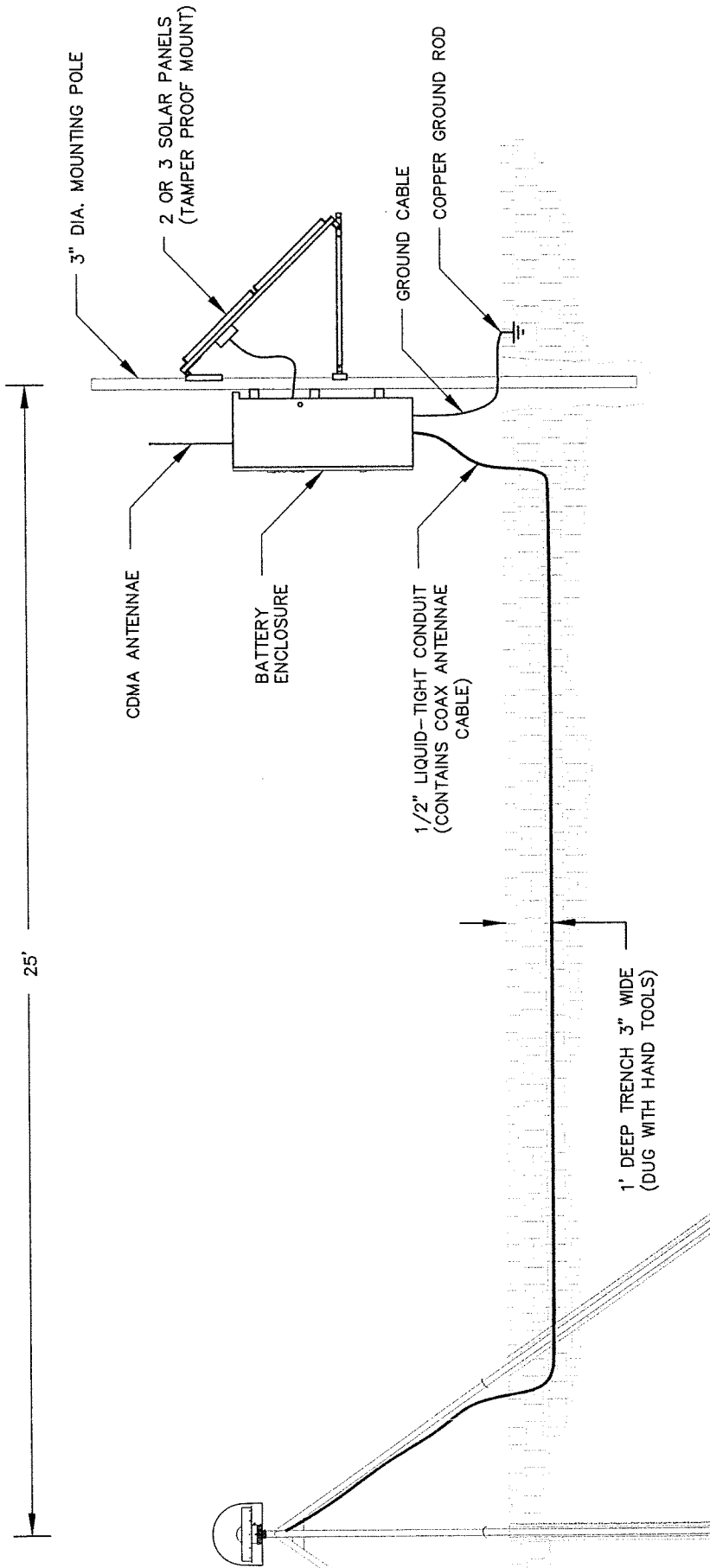
DEEP DRILLED BRACE MOUNTMENT

UNAVCO, Inc.

1100 R. R. NEW HAVEN UNIVERSITY
1850 KENNEDY DR. BOSTON, MA 02135
http://www.unavco.com/CGPS/PBO.html

UNAVCO, UNIVERSITY OF COLORADO
UNAVCO CGPS
UNAVCO CGPS
UNAVCO CGPS

EXHIBIT B



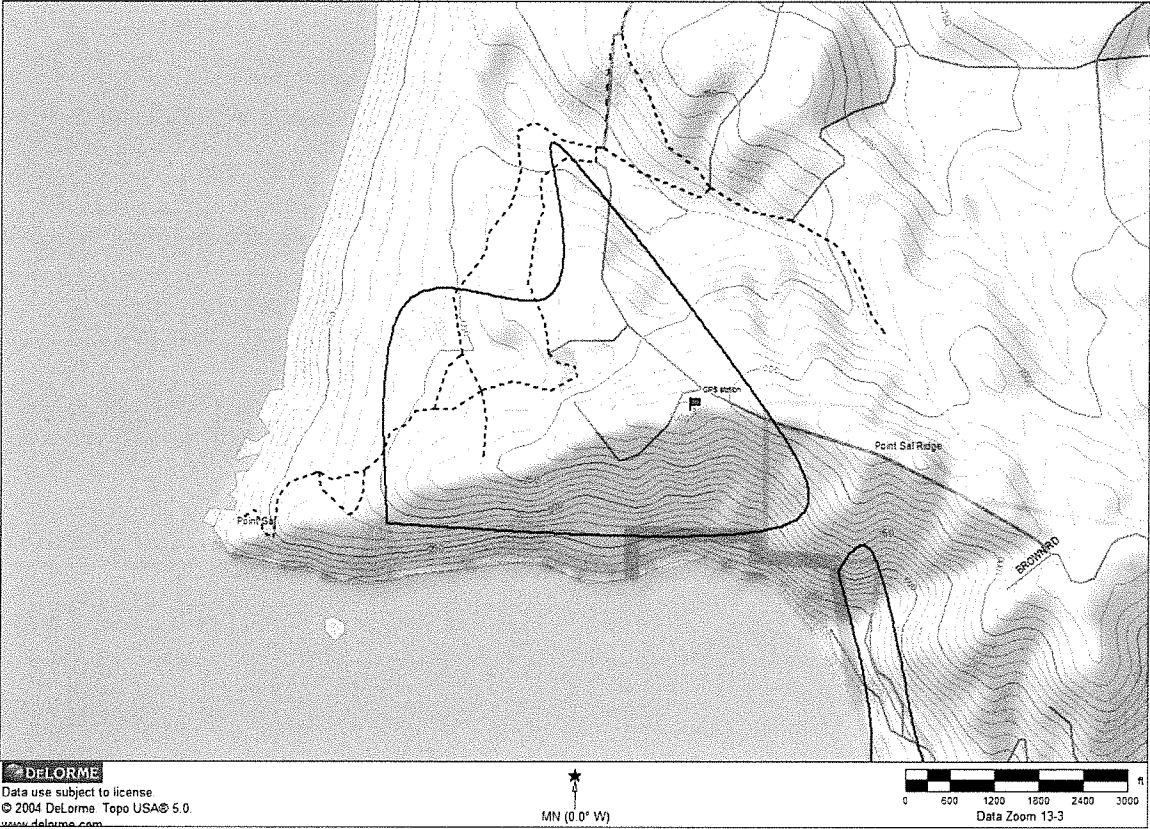
SITE INSTALL

UNAVCO, Inc.
 PLATE BOUNDARY OBSERVATORY
 6350 Nautilus Dr., Boulder, Co. 80301
<http://www.unavco.org/PBO/PBO.html>

Design By: UNAVCO, UCSD, SOIGN
 Drawn By: JEH
 Dwg name: PBO-DD-MON50.dwg
 Date Modified: 8/20/04

EXHIBIT B

Latitude: 34.90725 N
Longitude: 120.65011⁰ W
Elevation: 1,014 ft



Rough outline of Santa Barbara County owned Property.

Flag indicates approximate location of the Premises

**Point Sal GPS Site (P513)
Exhibit C - Page 1 of 1**

NOTICE OF EXEMPTION

TO: Santa Barbara County Clerk of the Board of Supervisors

FROM: Department of Public Works – Surveyor’s Division
(Lead Department/Division)

Based on a preliminary review of the project the following activity is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

APN(s): 081-150-019, 081-150-026, 081-150-042 Case No. Real Property File No. R-277

LOCATION: Tajiguas Landfill

PROJECT TITLE: GPS site at Tajiguas Landfill

PROJECT DESCRIPTION:

Revocable license agreement for initial five (5) year term, with one (1) year extensions, to allow UNAVCO, Inc., to place, operate and maintain a continuous operating GPS station for purposes of scientific study of earth plate tectonics and earthquake prediction, early warning system for earth movement, and assist in deployment of disaster response resources in case of a significant event.

EXEMPT STATUS:(Check One)

- Ministerial
- Statutory
- Categorical Exemption [Sec. 15303]
- Emergency Project
- No Possibility of Significant Effect

Cite specific CEQA Guideline Section: Exempt under Section 15303 of CEQA guidelines.

Reasons to support exemption findings (attach additional material, if necessary):

Site is an existing small monitoring site consisting of single GPS antenna approximately five feet (5') tall with solar panel, similar to call box and solar panel on state highways. No environmental impact is anticipated. License is revocable upon thirty (30) days notice to Licensee. Existing access is adequate.

Maria Schler 3/7/07
 Department Representative Date

NOTE: A copy of this document must be posted with the County’s Planning & Development Department at least 6 days prior to consideration of the activity by the decision-makers to comply with County CEQA guidelines and a copy must be filed with the County Clerk of the Board after project approval to begin a 35 day statute of limitations on legal challenges.

Distribution:

 DATE FILED WITH PLANNING & DEVELOPMENT
3/20/07

 DATE FILED WITH THE CLERK OF THE BOARD

RECEIVED
MAR 07 2007
S.B. COUNTY
PLANNING & DEVELOPMENT

2007 MAR 22 PM 4:44
 COUNTY OF SANTA BARBARA
 CLERK OF THE BOARD OF SUPERVISORS

Revocable License for GPS Site at Tajiguas Landfill

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and UNAVCO, Inc., a Colorado nonprofit 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 081-150-019, 081-150-026 and 081-150-042, and commonly known as the Tajiguas Landfill, 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 shall cover those portions of the Property necessary to install, operate, maintain and service a global positioning system (GPS) site (the "Site") to measure and study geological ground shifting and slow fault slip, and for such other purposes as may be incidental to such activities. The Site shall consist of equipment which is shown, attached hereto and incorporated herein by reference as Exhibit B, and minor appurtenances thereto. The Site shall occupy an area of ground approximately thirty feet (30') by thirty feet (30') in size (the "Premises"), in a location which is shown on the map attached hereto and incorporated herein by reference as Exhibit C.

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 Surveyor, 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 five (5) years, beginning on the date this License is executed by the Chair of the COUNTY'S Board of Supervisors. COUNTY may terminate this License at any time with or without cause upon thirty (30) days prior written notice to LICENSEE.
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 five (5) year term, for one (1) year at a time, upon the same terms and conditions as provided herein.
4. **RENT:** As consideration for the granting of this License by COUNTY to LICENSEE, LICENSEE shall provide COUNTY with access to data gathered by this and other GPS sites that are part of LICENSEE'S GPS network, and to products created by researchers affiliated with LICENSEE or LICENSEE'S GPS network.
5. **PREMISES SUITABILITY:** LICENSEE accepts the Premises in an "as is" condition.

6. **INSTALLATION AND REMOVAL:** LICENSEE shall provide certificates of insurance and ten (10) business days written notice to COUNTY prior to the initial installation and the dismantling, removal and/or any relocation of the Site. 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 Site.

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

8. **ACCESS:** LICENSEE shall have access to the Site during the normal hours of operation of the Tajiguas Landfill. However, due to the location and the conditions of the road to the Site (especially during inclement weather), and the effect of such road conditions on the drainage and operations of the Tajiguas Landfill, LICENSEE must obtain the approval of the Tajiguas Landfill Operations Manager prior to accessing the Site.

9. **RESPONSIBILITY, MAINTENANCE AND GRAFFITI:** LICENSEE agrees to maintain the Site in a safe condition. LICENSEE, its authorized agents, employees and LICENSEE 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. LICENSEE shall, within ten (10) days written notice from COUNTY, remove or have removed graffiti from the Site at its sole expense. However, LICENSEE and the COUNTY Surveyor may mutually agree to have COUNTY Surveyor's staff perform routine maintenance or graffiti removal at COUNTY'S cost.

10. **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.

11. **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.

1. 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.

2. 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.

12. **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.

13. **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
Tajiguas Landfill Operations Manager
4430 Calle Real
Santa Barbara, CA 93110

With a copy to:

County of Santa Barbara
Public Works Dept. - County Surveyor
123 E. Anapamu St.
Santa Barbara, CA 93101

LICENSEE:

UNAVCO, Inc.
Attn: Permitting Manager
6350 Nautilus Dr.
Boulder, CO 80301

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.

14. **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.

15. **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.


16. **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.

17. **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.

18. **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.

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

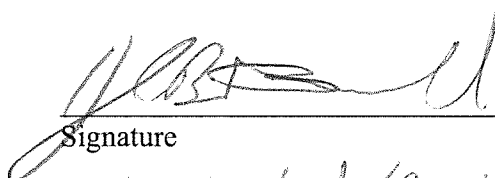
“LICENSEE”
UNAVCO, Inc.



Signature
David Wilson, Director,
Contracts + Sponsored Programs

Print Name/Title UNAVCO, Inc.

Date 1 March 2007



Signature
Kyle Bohannsted / Permitting Manager


Print Name/Title


Date 3/1/07

(Signature Page of Revocable License for GPS Site at Tajiguas Landfill – continued)

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: 
Chair, Board of Supervisors

By: 
Deputy

Date: 3/20/07


APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: 

By: 

APPROVED:

By: 
Ray Aromatorio
Risk Program Administrator

081-15

POR. RANCHO NUESTRA SENORA DEL REFUGIO

9

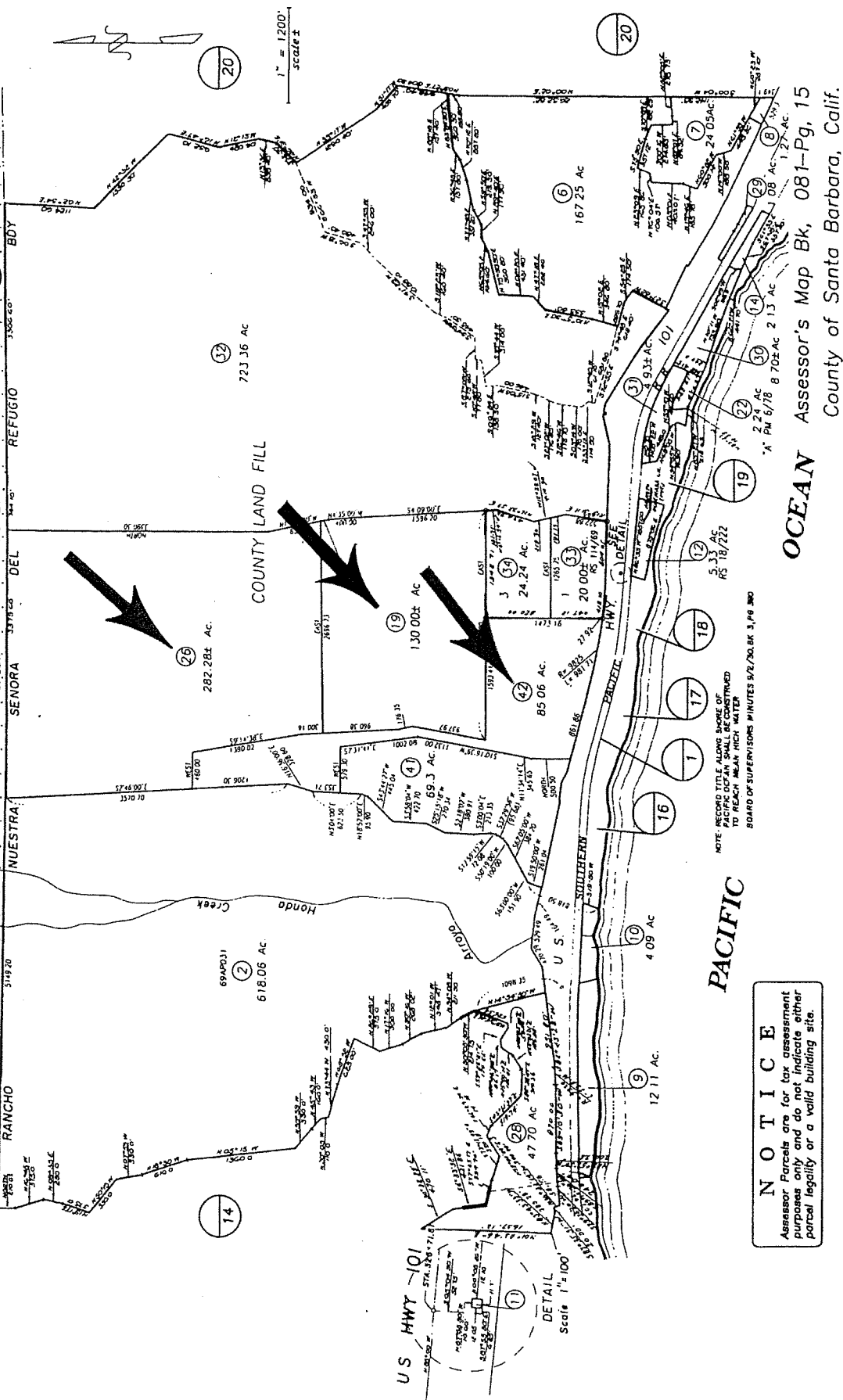
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NOTICE
 Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

OCEAN Assessor's Map Bk, 081-Pg, 15
 County of Santa Barbara, Calif.

10/03 Referri D.J back into 019, 026, 032, & 042

EXHIBIT A

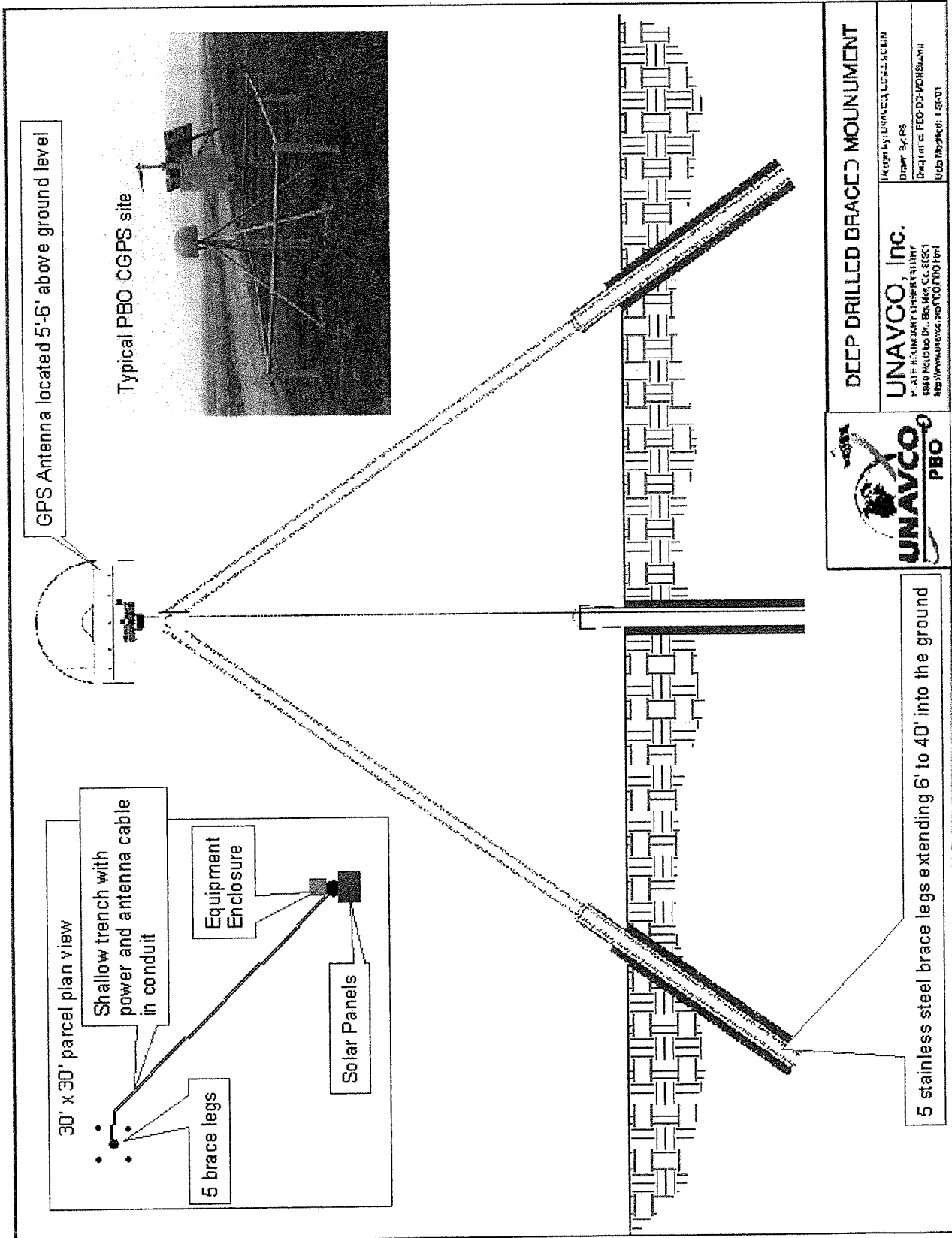


EXHIBIT B

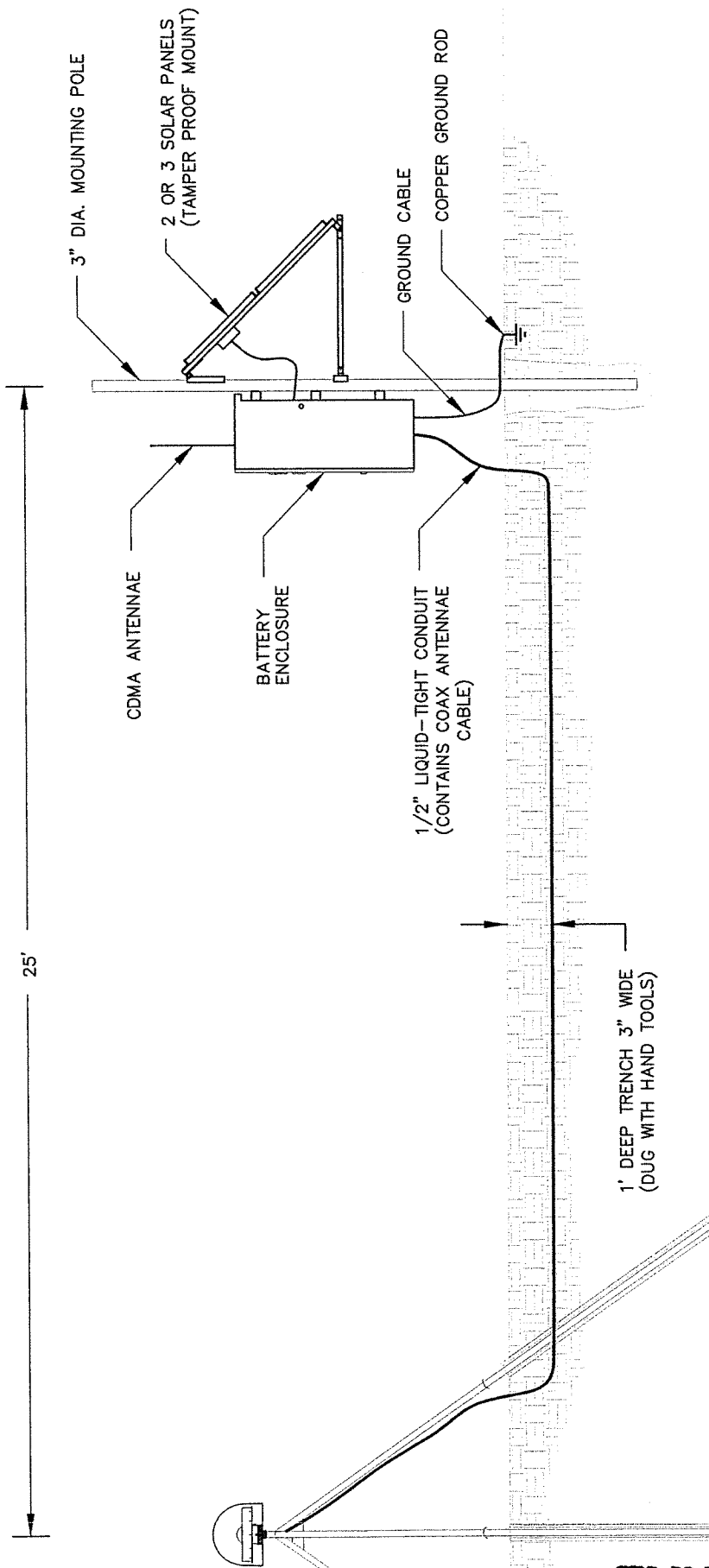


EXHIBIT B



SITE INSTALL

UNAVCO, Inc.
 PLATE BOUNDARY OBSERVATORY
 6350 Nautilus Dr., Boulder, Co. 80301
<http://www.unavco.org/PBO/PBO.html>

Design By: UNAVCO, UCSD, SCIGN
 Drawn By: JEH
 Dwg name: PBO-DD-MON50.dwg
 Date Modified: 8/20/04

**PBO Nucleus Site TJRN
Tajiguas Landfill**



1:24,000

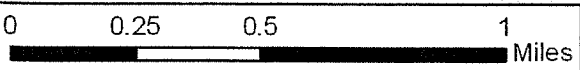


EXHIBIT C

