

**LICENSE AGREEMENT # 17WBR0007N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
THE CITY OF ST. HELENA**

This License Agreement is entered into by the Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), Office of Atmospheric Research (OAR) (DOC, NOAA, and OAR are collectively referred to as LICENSEE), and The City of St. Helena (LICENSOR) under the Authority of 40 U.S.C. 585. The purpose of this Agreement is to allow LICENSEE the right of access to and use of certain real property owned by the LICENSOR, specifically 200 square feet of ground space for the purpose of installing, operating and maintaining an observation platform consisting of an 8-foot meteorological tripod and a 7-foot x 12-foot trailer containing a precipitation radar and equipment shelter ("Equipment"). The property affected is the City of St. Helena, Louis Stralla Water Treatment Plant, 410 Crystal Springs Rd., St. Helena, California 94559 ("the premises"). The equipment will be located on the north side of the plant at latitude 38° 33' 16.41" and longitude 122° 29' 13.08".

By their signatures below, the authorized representatives of LICENSEE and the LICENSOR agree to the following terms and conditions:

1. Employees of and contractors for Licensee including, but not limited to, LICENSEE contractors and their subcontractors, shall have the right of access to and use of the premises, within regular business hours and subject to LICENSEE providing at least 48 hours advance written notice, without cost, and with the understanding that access to the premises will be required periodically by maintenance personnel, and occasionally by a survey team.
2. By virtue of the right of access to and use of the premises, LICENSEE shall be entitled to install, operate, and maintain the precipitation monitoring system (in a mutually agreeable location), and utility and telecommunication lines from the premises. LICENSEE is solely and exclusively responsible for all costs and expenses associated with LICENSEE'S Equipment; and utilities and telecommunications will be paid for by the LICENSEE through separate contracts.
3. This Agreement shall not be construed to require the LICENSOR to furnish to LICENSEE anything more than access to and use of the premises at no cost to LICENSOR.
4. Upon termination of this Agreement, LICENSEE shall remove all Equipment, instruments or hardware it has placed on the premises, and restore the premises to the condition in which they existed before LICENSEE first occupied them, reasonable wear and tear and "acts of God" excepted; provided further that the LICENSOR may require after termination of this Agreement that LICENSEE remove any or all of the improvements LICENSEE has constructed on the premises. Any costs for removal and restoration pursuant to this paragraph shall be borne solely by LICENSEE.

5. LICENSEE agrees to promptly consider and adjudicate any and all claims which may arise out of use of the LICENSOR'S premises by NOAA or duly authorized representatives or contractors of LICENSEE and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. or other such legal authority as may be pertinent. LICENSEE also agrees to consider and adjudicate any claims for damage or injury sustained by LICENSEE personnel in the performance of their official duties while on the LICENSOR'S premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq., or other such legal authority as may be pertinent. LICENSEE (Federal Government) is self-insured.

6. LICENSEE shall be responsible for any damage or theft of LICENSEE owned equipment located on property owned by the LICENSOR unless caused by the gross negligence or willful misconduct of LICENSOR or its employees, agents or contractors.

7. LICENSEE will immediately cease operation of the precipitation radar if RF transmissions emanating from the radar interfere with LICENSOR equipment or communications.

8. LICENSEE acknowledges it has no right, and agrees not, to sell, convey, transfer mortgage, pledge, assign, or otherwise encumber this Agreement, in whole or in part, nor any of LICENSEE's rights, interests, or privileges, hereunder, without providing written notice to the LICENSOR and obtaining LICENSOR's prior written approval, which LICENSOR may accept or reject at its sole determination. LICENSEE's failure to comply with the paragraph shall render any such encumbrance of this Agreement null and void.

9. Use of the premises by LICENSEE shall not be in support of any policy which discriminates against any person on the basis of race, sex, religion, or national origin.

10. This Agreement shall take effect upon signature by both parties, and shall remain in effect for a period of five (5) years from the date of the last signature, provided that the parties may terminate the Agreement either by mutual written agreement or upon sixty days' written notice by either party to the other. (Note: Delegated Authority limited to 5 years per agreement)

11. The Points of Contact (POC) for this Agreement are:

a.	Name of LICENSEE POC:	Dr. Clark King
	Address:	NOAA/OAR/PSD 325 Broadway, R/PSD Boulder CO 80305-3337
	Telephone Number:	303-497-6381
	E-mail:	clark.w.king@noaa.gov

b. Name of NOAA Real Property POC: Debbie Putney
Address: NOAA/OCAO/RPMD
325 Broadway, MC43
Boulder CO 80305-3337
Telephone Number: 303-497-3202
E-mail: debbie.a.putney@noaa.gov

C. Name of LICENSOR POC: Jennifer Tuell
Address: Water Conservation
City of St. Helena
1480 Main St.
St. Helena, CA 95474
Telephone Number: 707-968-2635
E-mail: JTuell@cityofsthenela.org

FOR THE NATIONAL OCEANIC &
ATMOSPHERIC ADMINISTRATION



Clark W. King
Office of Atmospheric Research
Earth System Research Laboratory
Physical Sciences Division

6/15/2017

Date

FOR THE CITY OF ST. HELENA




Larry Pennell Erica Ahmann Smithies
Interim City Manager / Public Works Director and
City of St. Helena City Engineer

7/11/17

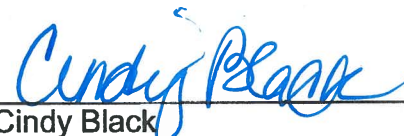
Date

APPROVED AS TO FORM:



Thomas B. Brown
City Attorney

ATTEST:



Cindy Black
City Clerk