

Site Access Agreement For Seismic Monitoring
By U.S. Geological Survey
Latitude (°N): 36.46538/-Longitude(°W): -121.86833
 APN#: 417-011-027-000

This is an agreement between the Monterey Peninsula Region Park District (“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 property owned by the Property Owner and located at Palo Corona Regional Park (“Property”).

USGS is conducting research necessary to characterize and identify earthquake hazards, assess earthquake risks, monitor seismic activity, and develop and implement earthquake early warnings. 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 representative 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 representative 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) unless the operation of the USGS Equipment has been seriously curtailed, in which case notice may be given concurrently with entry. Notice shall be given to:

Name:	Jackie Nelson
Address:	PO Box 223340, Carmel, CA 93922 (Mailing) 4860 Carmel Valley Road, Carmel, CA 93923 (Physical) Please Note Preferred Method:
Home Telephone:	(831) 372-3196
Mobile Telephone:	(831) 233-8635
E-mail address:	nelson@mprpd.org or info@mprpd.org

Notice shall be considered to have been given and be complete as follows: (1) if by e-mail or facsimile, at the time of transmission; and (2) if by telephone, at the time conversation occurs or a voice mail message is left.

- b. While on the Property, USGS and its representative 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 representative and cooperators shall consult with the Property Owner prior to locating any USGS Equipment on the Property and shall locate the USGS equipment to minimize interference with the Property Owner's activities on the Property.
 - 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' request.
 - f. Upon expiration or earlier termination of this agreement, USGS and its representative 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. See Appendix for detailed description of site installation plan.
 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 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	Monterey Peninsula Regional Park District
NCSN Land Agent	MPRPD
345 Middlefield Rd., MS-977	PO Box 223340
Menlo Park, CA 94025	Carmel, CA 93922
650-329-4697; 650-329-4715	(831) 372-3196

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.

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

FOR THE PROPERTY OWNER

Date: October 9, 2019

By: _____

Name: Kelly Sorenson
(printed)

Title: MPRPD Board President
(printed)

FOR U.S. GEOLOGICAL SURVEY



Date: September 3, 2019

By: _____

Name: Jim Smith
(printed)

Title: NCSN Operations Manager
(printed)

This Agreement is subject to the Privacy Act of 1974. The USGS is authorized to collect this information under the Organic Act of 1879 (43 USC 31 et. seq., 43 USC 36c and 36d) and the Earthquake Hazards Reduction Act of 1977 (Public Law 95-124, 42 USC 7701 et. seq.) to support ground motion monitoring and reduction of earthquake hazard. Information in this Agreement will be used for routine data collection and processing, and station maintenance. All ground motion data collected at the station is freely available to the public and used by the scientific community. Disclosure is entirely voluntary. If the information requested in this Agreement is not furnished there will be no adverse consequences.