

LICENSE AGREEMENT
FOR BASE CAMP AND STAGING AREA

This License Agreement for Base Camp and Staging Area ("**License Agreement**") is made and entered into this _____ day of _____, 2015 (the "**Effective Date**") by 14TH DISTRICT AGRICULTURAL ASSOCIATION (DAA), a California State Agency, hereinafter called "**DAA**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**."

R E C I T A L S:

A. DAA owns that certain real property commonly known as Santa Cruz County Fairgrounds, 2601 E Lake Ave, Watsonville, CA 95076, Assessor's Parcel Number 051-491-01-000, hereinafter called the "**Property**," located in the City of Watsonville, County of Santa Cruz, State of California.

B. As part of PG&E's Incident Command System, PG&E desires to partner with the DAA to establish a Base Camp and Staging Area to support the command, control and coordination of emergency response on a portion of the Property after an incident that requires emergency response by PG&E ("**Incident**").

C. The parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E for use as a Base Camp and Staging Area in the event of Incident.

NOW, THEREFORE, for good and valuable consideration, DAA and PG&E agree as follows:

1. License Area. The real property that is the subject of this License Agreement to be used as a Base Camp and Staging Area are certain parking areas located on a portion of the Property consisting of approximately eleven (11) acres depicted on **EXHIBIT "A,"** attached hereto and by this reference made a part hereof (the "**License Area**").

2. Grant of License. DAA grants to PG&E a temporary, personal, and exclusive use of the License Area in the event of Incident subject to the terms and conditions set forth in this License Agreement and PG&E agrees only to use the License Area in accordance with the terms and conditions set forth in this License Agreement.

3. Use. PG&E and its employees, contractors, agents and representatives ("**PG&E's Representatives**") may enter the License Area upon notice to DAA for the sole purpose of establishing a Base Camp and Staging Area to support the command, control and coordination of emergency response, including the staging of vehicles, equipment, supplies and materials used in connection with electric and gas utility operations and the temporary residency of PG&E Representatives ("**PG&E's Activities**"). PG&E and DAA will review and assess the License Area to ensure that PG&E's activities will meet the needs of the Incident with minimal disruption of DAA's normal activities. An Incident is defined as an event, natural or human-caused, that requires

an emergency response to protect life or property. Examples of Incidents include a significant earthquake, wildland fire, major heat or winter storm, wind event of over forty (40) miles per hour, major gas leak or gas-related fire, cyber incident that slows system response times, or other events of this scale.

4. Costs.

(a) **License Fee.** Except as otherwise expressly provided herein, PG&E shall not be charged a license fee in connection with its use of the License Area, provided that PG&E will reimburse DAA for the staff time reasonably incurred by the DAA in connection with the administration of this License.

(b) **Utilities.** PG&E shall reimburse DAA for any utility costs associated with PG&E's usage, including but not limited to, water, natural gas, electricity and sanitation.

(c) **Revenue Reimbursement.** PG&E shall reimburse DAA for direct revenues forgone associated with PG&E's use of the License Area. DAA shall provide reasonable documentation to PG&E within thirty (30) days of the Incident to file a reimbursement claim.

5. Revocability. This license shall be revocable at the option of either DAA or PG&E, provided that the revoking party provides ninety (90) days' written notice of the revocation to the other party.

6. Conditions.

(a) **As is.** PG&E accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS" subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of License Area, and accepts this License Agreement subject thereto and to all matters disclosed thereby. Before opening the Base Camp and Staging Area, DAA or its designee and PG&E will do a walk-through inspection to document pre-existing conditions; provided that PG&E may request DAA perform alterations, modifications or repairs but PG&E understands and agrees that DAA shall not be obligated to make any alterations, modifications, repairs or improvements to the License Area at any time.

(b) **Restoration.** PG&E shall exercise reasonable care in the conduct of its activities in License Area. Upon closure of the Base Camp and Staging Area, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the Property as nearly as possible to the condition that existed prior to PG&E's entry hereunder. DAA or its designee and PG&E will do a walk-through inspection of the premises to document condition of the License Area at the time of closure.

(c) **Safe Condition.** PG&E, at PG&E's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during its actual use period. PG&E acknowledges and understands that the License Area is part of the DAA's fair grounds facility open to the public and it is imperative that the facility be in a good, clean, safe and sanitary condition.

(d) **Lawful Use Only.** PG&E shall not use the License Area or permit anything to be done in or about the License Area which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement now in force relating to or effecting the consideration, use or occupancy of the License Area. PG&E shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area.

(e) **Mechanic's Liens.** PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

(f) **Multi-Agency Coordination.** PG&E shall maintain communication and coordination with outside agencies, including but not limited to, the Santa Cruz County Office of Emergency Services ("OES"). PG&E acknowledges the agreement between the LICENSOR and the County of Santa Cruz titled "AGREEMENT FOR USE OF SANTA CRUZ COUNTY FAIRGROUNDS DURING COUNTY DECLARED DISASTERS" dated October 7, 2003. After an Incident, PG&E's Emergency Response Director or designee will request the use of the Property by contacting the OES and DAA. PG&E, DAA and OES will review and assess the requested base camp and staging area site to designate a portion of the License Area which PG&E may use. PG&E, DAA and OES will ensure that the site meets PG&E's needs to respond to the Incident with minimal interference to OES's emergency response work on the Property. PG&E shall work in cooperation with OES throughout the duration of the Incident.

(g) **Contact Information.** DAA will provide PG&E with contact information of staff contacts in calling order to commence an emergency use and staff contacts to be used during emergency use in **EXHIBIT "B."** This attachment shall be updated as needed to reflect current names and contact information.

7. **Indemnity.** PG&E shall indemnify, defend and hold harmless DAA and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of DAA or PG&E; (ii) injury to property or other interest of DAA and iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives.

8. **Governing Law.** This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

9. **Entire Agreement.** This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.

10. **Assignment.** This License Agreement is personal to PG&E, and PG&E shall not assign, transfer, convey or encumber the license and other rights herein granted or any portion thereof or interest herein.

11. **Attorneys' Fees.** Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations

hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

12. No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

13. Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"DAA"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

14TH DISTRICT AGRICULTURAL
ASSOCIATION,
a California State Agency

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT B

- A. DAA staff contacts in calling order to commence an emergency use:
 - a. [INSERT YOUR CONTACT HERE]
- B. DAA staff contacts to be using during emergency use:
 - a. [INSERT YOUR CONTACT HERE]
- C. DAA and PG&E contacts for use during emergency use and post emergency for claims and reimbursements:
 - a. [INSERT YOUR CONTACT HERE]
 - b. **Brendan Kearney, Principal Supply Chain Emergency Management Specialist, PG&E**
(415) 973-1329– office
(415) 302-8414 – cell
BAK8@pge.com – email
 - c. **Chuck Williams, Principal Supply Chain Emergency Management Specialist, PG&E**
(530) 613-6345 – cell
CRW4@pge.com – email
- D. DAA and PG&E will update this list as needed to reflect current names and contact information. The contact person for coordinating list updates are:
 - a. [INSERT YOUR CONTACT HERE]
 - b. **Chuck Williams, Principal Supply Chain Emergency Management Specialist, PG&E**
(530) 613-6345 – cell
CRW4@pge.com – email

