

MINUTE ITEM

This Calendar Item No. C18
was approved as a Minute Item
No. 18 by the State Lands
Commission by a vote of 3
to 0 at its 11/27/78
meeting.

CALENDAR ITEM

C18.

LICENSE TO PROVIDE ACCESS
PORT HUENEME

11/78
WP 4539
Atkins
PRC 4539

BACKGROUND:

In April 1970 the passenger ship, "La Jenelle" broke loose from its mooring, drifted ashore and grounded near the entrance of Port Hueneme Harbor on State owned tide and submerged lands. Subsequently the Commission's staff undertook action to have the vessel removed from State land. Staff efforts led to a portion of the ship being taken to sea and deposited on the ocean floor, with the remainder of the ship left adjacent to the Naval Construction Battalion Center at Port Hueneme for use as a public fishing jetty. The jetty was actually built up around the remains of the ship. Also as part of this arrangement, the County of Ventura agreed to undertake certain maintenance and operational requirements in conjunction with the fishing jetty. The Navy agreed to provide access and a parking area on Navy facilities to enable the public to use the jetty. The Navy granted a license to the State Lands Commission for this access and parking area which expired on August 31, 1978.

CURRENT SITUATION:

The Navy has contacted the Commission's staff requesting that we renew our license permitting access and parking for 5 additional years. In order to continue the public's use of this fishing reef, the staff recommends that the Commission authorize execution of the license, with the United States Navy. The license does not involve monetary consideration or insurance requirements.

An EIR is not required. This transaction is within the purview of 2 Cal. Adm. Code 2907, Class 1(B), which exempts an existing

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CALENDAR ITEM NO. C18. (CONTD)

structure or facility that is in an acceptable state of repair and there is no evidence of record to show injury to adjacent property, shoreline erosion, or other types of environmental degradation.

This project is situated on land identified as possessing significant environmental values pursuant to P.R.C. 6370.1 and is classified in a use category, Class B, which authorizes Limited Use. Staff review indicates that there will be no significant effect upon the identified environmental values. This is an existing facility for which no adverse comments have been received.

EXHIBIT: A. License and map showing subject area.

IT IS RECOMMENDED THAT THE COMMISSION:

1. DETERMINE THAT AN EIR HAS NOT BEEN PREPARED FOR THIS ACTIVITY AS SUCH REPORT IS NOT REQUIRED UNDER THE PROVISIONS OF P.R.C. 21085, 14 CAL. ADM. CODE 15100 ET SEQ. AND 2 CAL. ADM. CODE 2907.
2. FIND THAT AUTHORIZING THE EXECUTION OF THIS LICENSE WILL HAVE NO SIGNIFICANT EFFECT UPON ENVIRONMENTAL CHARACTERISTICS IDENTIFIED PURSUANT TO SECTION 6370.1, OF THE P.R.C.
3. AUTHORIZE THE EXECUTION OF A LICENSE WITH THE UNITED STATES NAVY, AS LICENSOR; TO PROVIDE ACCESS AND PARKING TO A PUBLIC FISHING JETTY FOR A PERIOD OF 5 YEARS BEGINNING SEPTEMBER 1, 1978.

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

WP 4539

1. NAVAL ACTIVITY (Property location) Naval Construction Battalion Center Port Hueneme, California	2. DATES COVERED (Inclusive) FROM 1 Sep 1978 to 31 Aug 1983
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3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate)
Use of a portion of the Naval Construction Battalion Center, Port Hueneme, California as shown in yellow on Exhibit "A" attached hereto and made a part hereof.

4. PURPOSE OF LICENSE
To provide public access and parking to the ship "La Jenelle"; used as a public fishing pier.

5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY	5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address) Commanding Officer, Western Division, Naval Facilities Engineering Command, P.O. Box 727, San Bruno, CA 94066
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6. LICENSEE (Name and address) State of California, State Lands Division, 1807 - 13th Street Sacramento, California 95814	6a. LOCAL REPRESENTATIVE (Name and address) Mr. James R. Colvin, 1807 - 13th Street, Sacramento, California 95814
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7. CASH PAYMENT BY LICENSEE (Payable in advance)
(If no cash payment is required, enter "None" under item 7a "Amount")

a. AMOUNT (Each payment)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Title and address of local representative of the Government)

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)
(If no cash payment is required, enter "None" under item 8a "Amount")

a. AMOUNT (Each deposit)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Mailing address)

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE
(If any or all insurance requirements have been waived, enter "None" in a, b, c, or d as appropriate)

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	\$ Waived	c. THIRD PARTY PERSONAL INJURY PER PERSON	\$ Waived
b. THIRD PARTY PROPERTY DAMAGE	\$ Waived	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	\$ Waived

10. GENERAL PROVISIONS (See Reverse Side)
The insurance requirements under Article 9 are waived as the State of California is considered self-insured.

II. EXECUTION OF LICENSE			
FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY			
LICENSEE			

If Licensee is a Corporation, Certification of signature is attached

10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or

damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.

i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

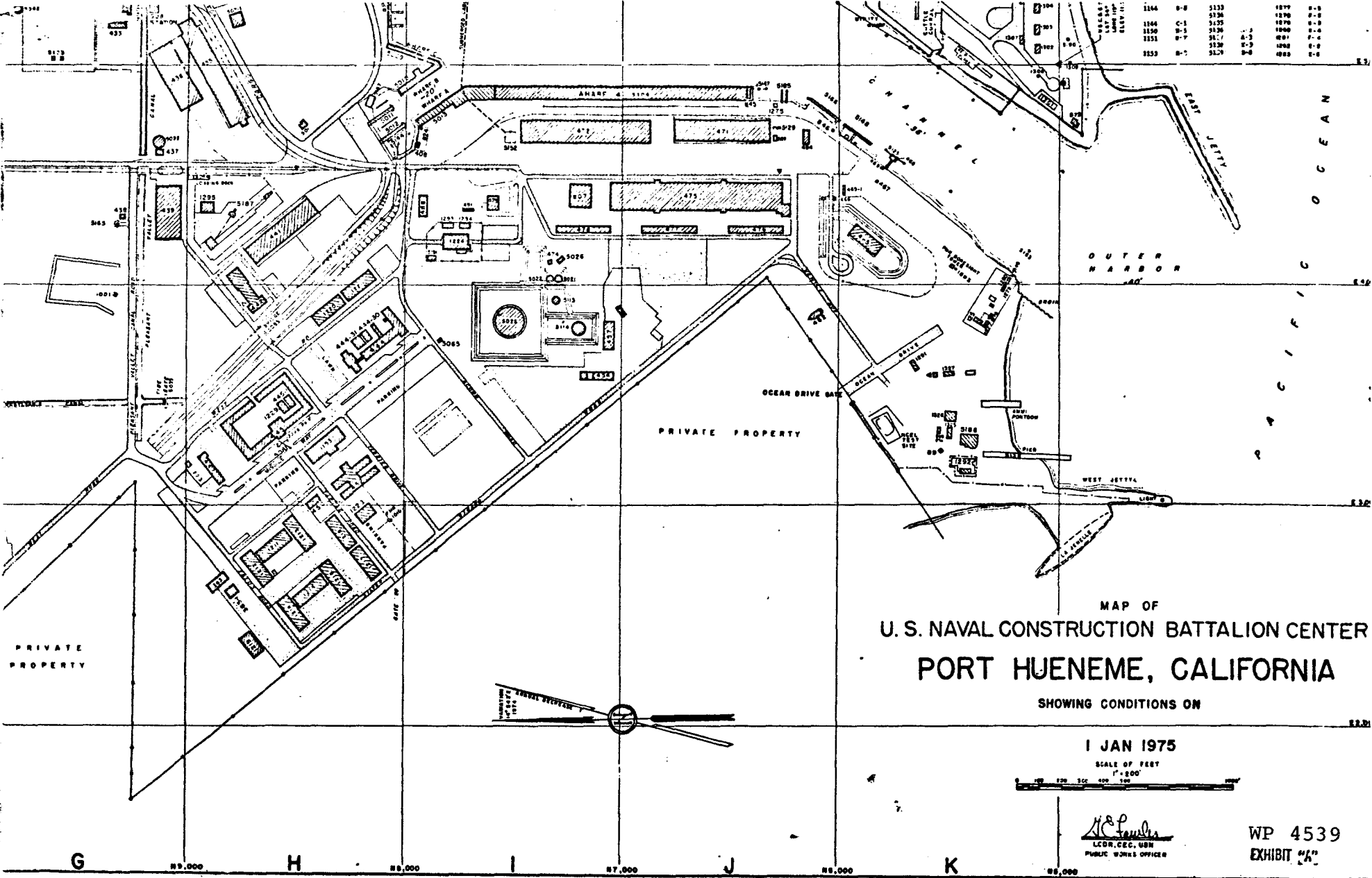
n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

ATTACHMENT "A"

WP 4539

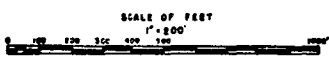
The State of California claims ownership to certain portions of the above described land within this license. The execution of this license is not to be construed as an admission by the State of California as to any adverse ownership claim by the United States or any other party.

1164	B-6	5133	1879	B-3
1166	C-1	5136	1876	B-8
1150	C-1	5125	1876	B-8
1151	B-7	5136	1880	F-4
1153	B-7	5129	1880	B-8
1153	B-7	5129	1880	B-8



MAP OF
 U.S. NAVAL CONSTRUCTION BATTALION CENTER
 PORT HUENEME, CALIFORNIA
 SHOWING CONDITIONS ON

1 JAN 1975



HCP
 LCDR, USN
 PUBLIC WORKS OFFICER

WP 4539
 EXHIBIT "A"