

T. 32
No 72
Co. 7/2/83
to 7/2/83
meeting

CALENDAR ITEM

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7/21/83
PRC 4539
Scott
Townsend

RENEWAL OF FIVE-YEAR LICENSE
TO PROVIDE ACCESS TO PORT HUENEME

LICENSOR: United States Navy
Commanding Officer, Western Division
Naval Facilities Engineering Command
P. O. Box 727
San Bruno, California 94066

LICENSEE: State Lands Commission
1807 - 13th Street
Sacramento, California 95814

AREA, TYPE LAND AND LOCATION:
Two \pm acres of ocean front land located
at the Construction Battalion Center, Port
Hueneme, Ventura County.

LAND USE: Public access and parking to the shipwrecked
"La Jenelle", which is used as a public
fishing pier.

BACKGROUND: In April 1970, the passenger ship, "La Jenelle",
broke loose from its mooring two miles
seaward from Port Hueneme and washed ashore
adjacent to the entrance of Port Hueneme
Harbor on State-owned tide and submerged

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lands. A portion of the ship was taken to sea and deposited on the ocean floor. The remainder of the ship was left adjacent to the Naval Construction Battalion Center at Port Hueneme for use as a public fishing jetty. The Navy agreed to provide access and a parking area on Navy facilities to enable public use of the jetty. The Navy granted a license to the State Lands Commission for the access and parking area which expired on August 31, 1978. The license was subsequently renewed for an additional five years which will expire on August 31, 1983.

In 1973, the County of Ventura, under State Lands Commission Public Agency Permit PRC 4951.9, entered into an agreement with the State to maintain and operate the facilities in conjunction with the fishing jetty, in perpetuity.

CURRENT SITUATION:

Staff of the State Lands Commission proposes to extend the license with the Navy to allow sufficient time to enter into a land exchange involving the licensed premises. It is necessary to extend the existing license in order to continue the public's use of this fishing jetty. Staff recommends that the Commission authorize renewal and execution of the license with the United States Navy, for a term of five years, effective September 1, 1983. The license does not involve monetary consideration or insurance requirements.

This project is exempt from CEQA because it is an existing facility pursuant to 2 Cal. Adm. Code, Div. 3, Section 2905, Class 1.

AB 884:

N/A.

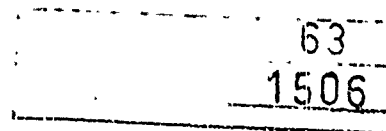
EXHIBITS:

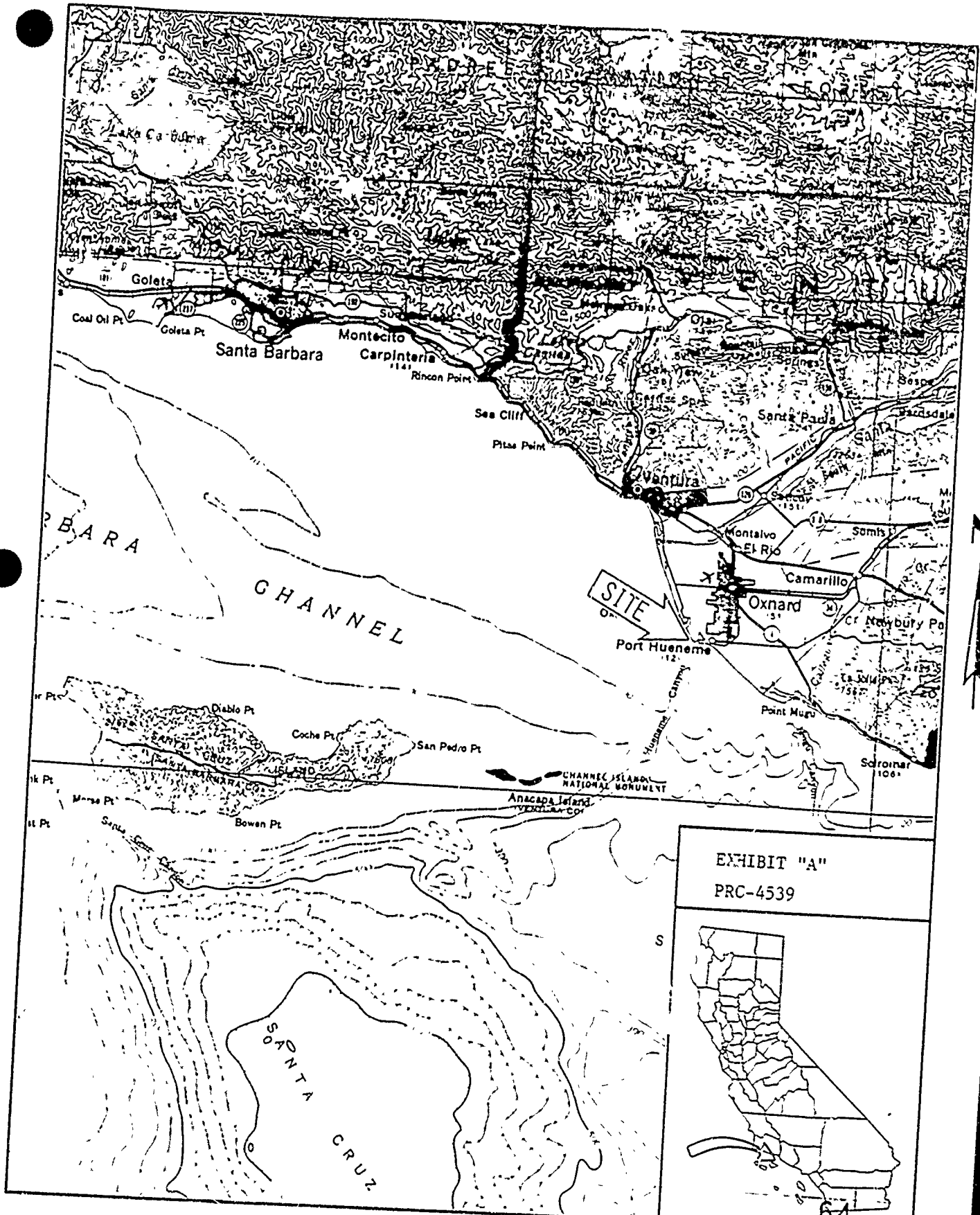
- A. Site Map.
- B. License and map showing subject area.

CALENDAR ITEM NO. 112 (CONT'D)

IT IS RECOMMENDED THAT THE COMMISSION:

1. DETERMINE THAT AN ENVIRONMENTAL DOCUMENT HAS NOT BEEN PREPARED FOR THIS ACTIVITY AS SUCH DOCUMENT IS NOT REQUIRED UNDER THE PROVISIONS OF P.R.C. 21084, 14 CAL. ADM. CODE 15100 ET SEQ., AND 2 CAL. ADM. CODE 2905.
2. 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 FIVE YEARS BEGINNING SEPTEMBER 1, 1983; AS SHOWN ON THE ATTACHED EXHIBIT "A", AND BY REFERENCE MADE A PART HEREOF.





SITE

EXHIBIT "A"

PRC-4539



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LICENSE FOR NONFEDERAL USE OF REAL PROPERTY

NAVFAC 1101179 (6-75) (Supersedes NavDocs 2260)

LICENSE NUMBER

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

1. NAVAL ACTIVITY (Property location) Naval Construction Battalion Center Port Hueneme, CA	2. DATES COVERED (Inclusive) FROM 1 September 1983 TO 31 August 1988
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3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate)
Approximately 2.0 acres of ocean-front land located at the Construction Battalion Center, Port Hueneme southwest boundary as shown on CBC Port Hueneme Map, identified as Exhibit "A" attached hereto and made a part hereof.

4. PURPOSE OF LICENSE
To provide public access and parking to the shipwrecked "La Jenelle" which is 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
6. LICENSEE (Name and address) State of California, State Lands Division 1807-13th Street, Sacramento, CA 95814	6a. LOCAL REPRESENTATIVE (Name and address) Ms. Debra Townsend Land Agent (Same as No. 6) (916) 322-1219

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	6. TO (Title and address of local representative of the Government)
SEE ADDITIONAL GENERAL PROVISIONS ATTACHED			

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	4. TO (Mailing address)
As required by the furnishing Activity.			

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	\$ NONE	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) *Insurance requirements are waived as the State of California is considered self-insured.

SEE ADDITIONAL GENERAL PROVISIONS ATTACHED.

II EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY			
LICENSEE	State Lands Commission		

If Licensee is a Corporation, Certification of signature is attached

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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 return 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 3a.

10. ADDITIONAL GENERAL PROVISIONS

o. This license is granted without cost. However, it is understood by the parties hereto that the Government reserves the right to claim value for the use of the licensed premises in any future land exchange transactions.

p. The parties hereto state their intentions to enter into a land exchange transaction involving the licensed premises and State school lands located in Imperial County or other property owned by the State of California.

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

SHOWING CONDITIONS ON

1 JAN 1975

SCALE OF FEET

1" = 100'



M. P. Smith
TOP ENGINEER
PUBLIC ENGINEERING

Revised '75

NE, CO. D

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27,000

NE, CO. D

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