

NOS License Agreement July 3, 2007 Version

LICENSE AGREEMENT # 08AA00100N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE

AND
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

This License Agreement is entered into by the Department of Commerce, National Oceanic and Atmospheric Administration, (NOAA) National Ocean Service (NOS) (LICENSEE) and **Board of County Commissioners, Nassau County, Florida**, (LICENSOR) under the Authority of 40 U.S.C. 585. The purpose of this Agreement is to allow LICENSEE to have the right of access to and use of certain real property owned by the LICENSOR, for the purpose of installing, operating and maintaining an oceanographic observing platform consisting of Tide Gauge. The property affected is the Melton Nelson Boat Ramp, located in 463540 S.R. 200 (Lofton Creek), Yulee, FL 32097 and GPS Latitude and Longitude = 30° 37' 45.48" (30.62930) , -81° 34' 15.7794"(-081.57105). (referred to below as "the premises").

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 NOAA contractors and their subcontractors, shall have the right of access to and use of the premises, without cost, and with the understanding that access to the premises will be required periodically during the year by maintenance personnel, and occasionally by a survey team (especially after storm events).
2. By virtue of the right of access to and use of the premises, LICENSEE shall be entitled to install, operate, and maintain the oceanographic observing platform (in a mutually agreeable location), and utility and telecommunication lines from the premises. 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 any more than access to and use of the premises.
4. On termination of this Agreement, LICENSEE shall remove any instruments or hardware it has placed on the premises. Any costs for removal pursuant to this paragraph shall be borne by LICENSEE.

5. NOAA 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 NOAA and to pay for any damage or injury as may be required by Federal law.

Such adjudication will be pursued under the Federal Torts Claim Act, 28 U.S.C. 2671 et seq. or other such legal authority as may be pertinent. NOAA also agrees to consider and adjudicate any claims for damage or injury sustained by NOAA personnel in the performance of their official duties while on the LICENSOR'S premises. Such adjudication will be made pursuant to the Federal Compensation Act, 5 U.S.C. 8181 et seq., or other such legal authority as may be pertinent. NOAA shall cause its contractors to maintain during the performance of any work under the terms of this Agreement, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2.

6. LICENSEE 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.

7. 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.

8. This Agreement shall take effect upon signature by both parties, and shall remain in effect for a period of ten or ----- years from the date of the last signature. This Agreement may be renewed at the option of the Government for subsequent ten or ----- year periods, provided notice is given to the LICENSOR at least ninety days before the end of the original Agreement term or any renewal term. All other terms and conditions of this Agreement shall remain the same during any renewal term. The parties may terminate the Agreement either by mutual written agreement or upon ninety days' written notice by either party to the other. (*Note: Authority for this agreement is for up to 20 years total including renewals*)

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

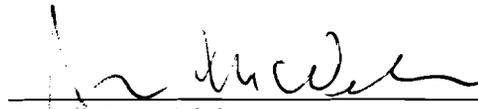
A. Name of LICENSEE POC: Robert Bassett / Agreements Coordinator
Address: NOAA/NOS/CO-OPS
1305 East West Highway
Silver Spring, Maryland 20910
Telephone Number: (301) 713-2981 x 179
E-mail: robert.bassett@noaa.gov

B. Name of NOAA Real Property POC: Albert Ruiz
Address: NOAA/OCAO/RPMD
601 East 12th Street, Room 1736
Kansas City, MO
Telephone Number: (816) 426-7842
E-mail: albert.ruiz@noaa.gov

C. Name of LICENSOR POC:
Address: Board of County Commissioners, Nassau County, Florida
76347 Veterans Way, Suite 4000
Yulee, Florida 32097
Telephone Number: 904-548-4800
E-mail: dsalmon@nassaucountyfl.com

FOR THE NATIONAL OCEAN SERVICE

FOR THE BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Joseph M. Welch
National Ocean Service
Contracts Manager, Center for Operational
Oceanographic Products & Services



Marianne Marshall
Its: Chair

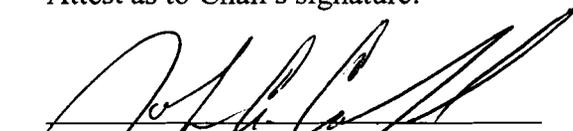
FEB 14 2008

January 28, 2008

Date

Date

Attest as to Chair's signature:



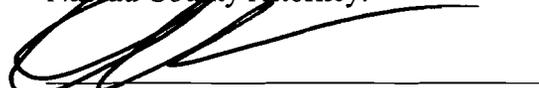
John A. Crawford
Its: Ex-Officio Clerk

REGISTERED PROFESSIONAL
CHIEF DEPUTY COUNTY CLERK (NASSAU COUNTY)

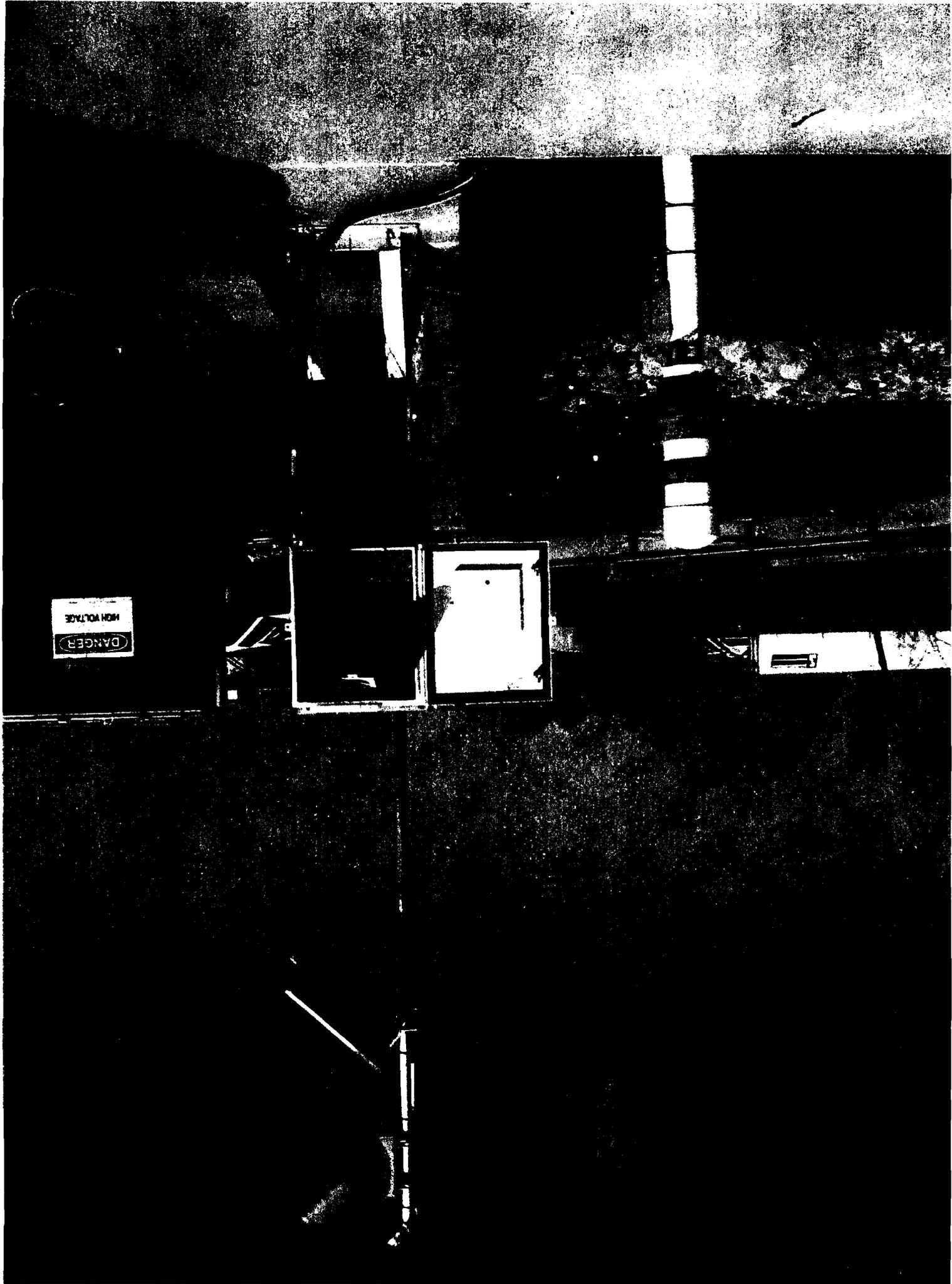


Gene Kruger DATE 1/28/08

Approved as to form by the
Nassau County Attorney:



David A. Hallman



DANGER
HIGH VOLTAGE

