

LICENSE AGREEMENT

This Agreement is made this ____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "LICENSOR," and the JEFFERSON UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "LICENSEE."

WHEREAS, under the Operating Agreement for San Bruno Mountain State and County Park between the State of California and the LICENSOR, LICENSOR is the manager of certain real property known as "San Bruno Mountain State and County Park" and described in Exhibit A, attached and incorporated by reference as part of this Agreement (hereinafter referred to as the "Property"); and

WHEREAS, LICENSEE desires permission to use a portion of the Property, as generally described in the Site Plan attached hereto as Exhibit B and incorporated by this reference and hereinafter referred to as the "License Area," for the purposes set forth below; and

WHEREAS, the State of California is the owner of the License Area and has agreed to the use of the License Area described by this Agreement; and

WHEREAS, San Mateo County is committed to establishing community partnerships that promote education, recreation and environmental opportunities for youth in the County parks;

NOW, THEREFORE, it is agreed as follows:

1. GRANT OF LICENSE; PURPOSE OF LICENSE. With the approval of the State of California, LICENSOR grants to LICENSEE a License over and upon the License Area to maintain and operate a temporary ROPES Course Program ("Program") in the License Area of the Property; such program to be used primarily by students and faculty of LICENSEE or other persons or entities as designated by LICENSEE's Program Coordinator. LICENSEE shall secure executed waivers from each user or participant in the Program of all claims against LICENSOR. This License does not constitute the grant of a lease, deed, easement or conveyance or transfer of any property interest by the County.

2. RESPONSIBILITIES AND RELATIONSHIP OF THE PARTIES. LICENSEE will assume all responsibility for the course and its program, including but not limited to responsibility for all program operations, maintenance and claims or liability. Supervision and control of the ROPES Course Program will be the responsibility of the LICENSEE. LICENSEE or its contractors will provide ongoing technical maintenance and safety inspections and a training program. LICENSEE shall be responsible for maintaining the License Area, including facilities and equipment, in a safe condition and will ensure that facilities are not accessible for any unauthorized use. LICENSEE will supervise and control the ROPES Course Program. LICENSOR will provide only permission for LICENSEE to use the License Area for the purpose of providing a location for the ROPES Course Program, and shall in no way be responsible for the operation or maintenance of the Course or its facilities.

3. LICENSE NONASSIGNABLE. This license is personal to LICENSEE. Other than as provided in section 2 above, it is nonassignable and any attempt to assign this License shall terminate it.

4. OPERATION OF PROGRAM; SCHEDULE. LICENSEE shall cooperate with LICENSOR and its employees to insure that this License and the ROPES program do not conflict with daily park use and operations. The program will be scheduled during school days, or non-school days when specifically sponsored by LICENSEE. The program hours shall be limited to park operating hours and accommodate no more than forty (40) students per day. At least ten (10) days prior to the first of each month, LICENSEE shall provide, for LICENSOR's approval, a schedule of intended use for that month.

5. SITE USE AND MAINTENANCE. LICENSEE will coordinate use of site with LICENSOR and its employees and Thomas Reid Associates ("TRA"), administrators of the San Bruno Mountain Habitat Conservation Plan. The License Area will include no more than one acre of eucalyptus trees. Every effort will be made by LICENSEE and its contractor to keep use and maintenance compatible with surrounding habitats. License Area shall include no permanent fixtures; all construction and equipment must be easily removable with no damage to the License

Area or Property, and there shall be no new construction or fixtures.

6. EMERGENCIES. LICENSEE shall immediately report any injury or emergency to LICENSOR or its park employees.

7. HOLD HARMLESS AND INDEMNIFICATION BY LICENSEE.

(a) LICENSEE shall indemnify and hold harmless LICENSOR, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person or damage to or loss of property of any kind whatsoever and to whomever belonging, including but not limited to that caused by the concurrent active or passive negligence of LICENSOR, its officers, agents, or employees and servants, resulting from or arising out of activities undertaken by LICENSEE or its agents, employees or contractors under this Agreement or from the entry or use of the License Area or any equipment or facilities thereon by LICENSEE or its agents, employees or contractors, provided that this shall not apply to injuries or damage for which LICENSOR has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the LICENSEE to indemnify and save harmless, as set forth above shall include the duty to defend as set forth in section 2778 of the California Civil Code.

(b) LICENSEE shall indemnify and hold harmless the State of California, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, or damage to or loss of property of any kind whatsoever and to whomever belonging, including but not limited to that caused by the concurrent active or passive negligence of the State of California, its officers, agents, or employees and servants, resulting from or arising out of activities undertaken by LICENSEE or its agents, employees or contractors under this Agreement or from the entry or use of the License Area or any equipment or facilities thereon by LICENSEE or its agents, employees or contractors, provided that this shall not apply to injuries or damage for which the State of California has been found by a court of competent jurisdiction to be solely liable by reason of its

own negligence or willful misconduct.

The duty of the LICENSEE to indemnify and save harmless, as set forth above shall include the duty to defend as set forth in section 2778 of the California Civil Code.

8. INSURANCE. LICENSEE shall provide the following insurance coverage and proof thereof to LICENSOR prior to any activity in the License Area under this License:

LICENSEE shall not enter or use the License Area under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of the Department of Parks and Recreation. LICENSEE shall furnish the Parks and Recreation Department with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the LICENSEE's coverage to include the contractual liability assumed by the LICENSEE, pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the Parks and Recreation Department of LICENSOR and to the State of California of any pending change in the limits of liability or of any cancellation or modification of the policy(ies). Further, the Certificates shall specify that upon request, the insurer shall provide LICENSOR and the State of California a copy of the insurance policy within fifteen (15) days of the request.

(a) Workers' Compensation and Employer Liability Insurance: LICENSEE shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, LICENSEE makes the following certification, required by Section 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement."

(b) Liability Insurance. LICENSEE shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect LICENSEE, LICENSOR and the State of California while performing work covered by this

Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by it. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below. Such insurance shall include:

- (i) Comprehensive General Liability \$5,000,000.00, as described herein
- (ii) Motor Vehicle Liability Insurance \$ -0-
- (iii) Professional Liability \$ -0-

It is understood by the parties that the insurance held by LICENSEE and to be maintained during the life of this Agreement is as follows: LICENSEE is self-insured through the San Mateo County Schools Insurance Group for an amount up to \$100,000.00. For claims in an amount in excess of \$100,000.00 up to \$1,000,000.00, LICENSEE is self-insured through the Northern California Relief Joint Powers Authority. For claims in an amount in excess of \$1,000,000.00 up to \$5,000,000.00, LICENSEE is insured by the Schools Excess Liability Fund. After three (3) years from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customarily in similar county agreements by giving sixty (60) days notice to LICENSEE. LICENSOR and its officers, agents, employees and servants, and the State of California as owner of the License Area, shall be named as additional insured on any such policies or insurance, which shall also contain a provision that the insurance afforded thereby to the State of California and to the County (LICENSOR) and its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the State or County (LICENSOR) or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, LICENSOR, at its option, may, notwithstanding any other

provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

9. COMPLIANCE WITH LAW; MAINTENANCE IN SAFE MANNER. LICENSEE shall at all times maintain, occupy and use the License Area in compliance with all laws, rules and regulations applicable to the License Area. LICENSEE expressly agrees to maintain the License Area at LICENSEE's sole expense, in a safe, clean, wholesome and sanitary condition, to the complete satisfaction of LICENSOR and in compliance with all applicable laws, rules and regulations.

LICENSEE shall not allow any offensive or refuse matter, nor any substance constituting a fire or other public health or safety hazard of detriment to accumulate or remain on the License Area. LICENSOR shall have no responsibility to improve, repair or maintain the License Area. LICENSEE accepts the License Area in an "As Is" condition.

10. APPROVALS AND PERMITS. LICENSEE shall secure any applicable necessary permits or approval from any responsible government agency or entity prior to use of the License Area or operation of the ROPES program. LICENSEE shall be responsible for an applicable or necessary environmental review or documentation.

11. EQUAL BENEFITS. With respect to the provision of employee benefits, LICENSEE shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

12. NON-DISCRIMINATION. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. LICENSEE shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a

breach of this Agreement and subject the LICENSEE to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine LICENSEE's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to LICENSEE under the contract or any other Contract between LICENSEE and County.

LICENSEE shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified LICENSEE that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. LICENSEE shall provide County with a copy of its response to the Complaint when filed.

13. TERM AND TERMINATION. This License shall become effective upon execution by the parties and shall remain in effect for five (5) years from its effective date or until terminated by any party upon at least thirty (30) days' written notice to the other parties. This Agreement may be renewed by mutual agreement of the parties.

14. NOTICES. Notices under this agreement shall be as follows:

LICENSOR: County of San Mateo
455 County Center
Redwood City, CA 94603
Attention: Mary Burns, Director, Parks and Recreation

LICENSEE: Jefferson Union High School District
699 Serramonte Boulevard, Suite 100
Daly City, CA 94015-3219
Attention: Michael J. Crilly

OWNER: State of California
Parks and Recreation
Central Coast District
250 Executive Park Blvd., Suite 4900
San Francisco, CA 94134

15. ENTIRE AGREEMENT; CONSTRUCTION OF AGREEMENT. The foregoing constitutes the entire agreement between the parties and may be modified only by a written amendment executed by all parties. The parties further acknowledge that this Agreement has been negotiated among the parties and that for purposes of construction of this Agreement no party shall be considered the drafter of this Agreement.

Date: _____

LICENSOR
(County of San Mateo)

By: _____

Date: 4-23-02

LICENSEE
(Jefferson Union High School District)

By: 

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Jefferson Union High School District

Contact Person: Michael J. Crilly, Superintendent

Address: 699 Serramonte Boulevard, Suite 100
Daly City, California 94015

Phone Number: 650-550-7969 Fax Number: 650-550-7888

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

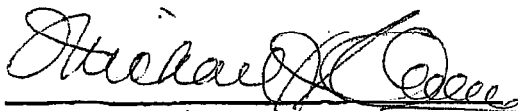
III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 23rd day of April, 2002 at Daly City, California, _____
(City) (State)



Signature

Michael J. Crilly
Name (Please Print)

Superintendent

Title

94-3083772

Contractor Tax Identification Number

Nor Cal ReLiEF

CERTIFICATE OF COVERAGE

ISSUE DATE 07/05/2001

ADMINISTRATOR: KEENAN & ASSOCIATES
97 South 2nd Street, Suite 300
San Jose, CA 95113
LICENSE # 0451271

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERED PARTY: SAN MATEO SCHOOLS INSURANCE GROUP
Jefferson Union High School District
699 Serramonte Blvd., Suite 100
Daly City, CA 94015-3219

ENTITIES AFFORDING COVERAGE
ENTITY A Northern California
ReLiEF

ATTN: Ms. Cheryl Sanderson

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

Table with 6 columns: ENT LTR, TYPE OF COVERAGE, COVERAGE DOCUMENTS, EFFECTIVE / EXPIRATION DATE, MEMBER RETAINED LIMIT / DEDUCTIBLE, LIMITS. Rows include General Liability, Automobile Liability, Property All Risk, and Student Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL PROVISIONS: SUPERVISED USE OF FACILITIES OF SAN BRUNO MOUNTAIN ROPES COURSE BY COMMUNITY ENVIRONMENTAL EDUCATION PROGRAM THROUGH JUNE 30, 2002.

CERTIFICATE HOLDER: State of California/Parks & Recreation/Central Coast Dist.
150 Exec. Park Blvd, Ste 4900
San Francisco, CA 94134

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/ JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL, SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

Handwritten signature of authorized representative.

AUTHORIZED REPRESENTATIVE

ATTN:

NORTHERN CALIFORNIA ReLIEF

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Jefferson Union High School District	NCR012004	KEENAN & ASSOCIATES

Subject to all its terms, conditions, exclusions and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

State of California/Parks &
Recreation/Central Coast Dist.
150 Exec. Park Blvd, Suite 4900
San Francisco, CA 94134

As Respects:

SUPERVISED USE OF FACILITIES OF SAN BRUNO MOUNTAIN ROPES
COURSE BY COMMUNITY ENVIRONMENTAL EDUCATION PROGRAM THROUGH
JUNE 30, 2002.

THE STATE OF CALIFORNIA, ITS OFFICERS, AGENTS, EMPLOYEES AND
SERVANTS ARE INCLUDED AS AN ADDITIONAL COVERED PARTY AS
RESPECTS THE ACTIONS AND ACTIVITIES OF THE COVERED PARTY.
THE STATE OF CALIFORNIA IS NOT RESPONSIBLE FOR
PREMIUMS/CONTRIBUTIONS OR ASSESSMENTS.



Authorized Representative