

**Scripps Institution of Oceanography
Site Access and Use Memorandum of Understanding**

Between

*The Regents of the University of California on behalf of the University of
California, San Diego and the City of Needles*

This Site Access and Use Memorandum of Understanding (“MOU”) is entered into as of **July 14, 2026** (the “**Effective Date**”) by and between The Regents of the University of California on behalf of the University of California, San Diego, for the benefit of its Scripps Institution of Oceanography (collectively, “**Scripps**”), and City of Needles, a California charter city, (hereinafter “**Owner**”), for the purposes of: installing, monitoring, and maintaining a network of cameras and related equipment (“**Camera Network**”). Scripps and Owner may be referred to individually as “**Party**” and collectively as “**Parties.**” This MOU has been created to clearly define the respective roles, rights, duties and obligations for Scripps and Owner. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. Purpose

In collaboration with various corporate entities and public agencies, Scripps has established camera networks throughout the state of California and now intends to establish a Camera station at the site known as “**Upper Tanks,**” which is located in the city of Needles, California (hereinafter, the “**Site**”)

Owner hereby represents and warrants that it is the legal owner or authorized agent of the legal owner of the Site and has the right to grant to Scripps the rights to access the Site and conduct other activities thereon, as further described herein. Owner further represents and warrants that the permission of no third party is required to grant the rights granted hereunder.

The Parties agree that Scripps will install a Camera Network at the Site. “**First Responders**” (defined as San Bernadino County Fire Department, Mohave Valley Fire Department, and such other public safety agencies and organizations as may be mutually agreed to in writing by the Parties) would have priority in the use and manipulation of the Camera Network within their respective jurisdictions. Scripps will also have control to manipulate the Camera Network (e.g., real-time camera data acquisition), but will defer priority to San Bernadino County Fire Department and First Responders. Control of the Camera Network and priority will be addressed at camera training workshops provided by Scripps. The footage created by the Camera Network will be broadcast publicly online, and any recordings made of such footage will be saved and maintained by Scripps.

II. Roles and Responsibilities

Scripps and Owner each agree to use good faith efforts to be direct and proactive with each other in raising any concerns relating to this MOU. The respective obligations of the Parties, individually and jointly, are specified below:

- A. Throughout the term of this MOU, Scripps agrees to perform the following tasks (at no out of pocket costs or expense to Owner):
1. Provide the Camera Network and all related installation equipment.
 2. Provide and update all software necessary for the full function of the Camera Network. This includes all firmware updates and patches from the camera vendor. Updates must be installed within sixty (60) days of release, subject to availability to Scripps.
 3. Provide access to First Responders of any recordings or copies of recordings, in whatever format made or kept, resulting from Scripps' use of the Camera Network.
 4. Use good faith efforts to ensure that First Responders have priority in the use and manipulation of the Camera Network on the Site. Access to the Camera Network by any entity other than First Responders or Scripps must first be authorized in writing by both Owner and Scripps. Owner and Scripps shall have the ability to add or remove users as needed and set forth above.
 5. Provide audit logs to Owner that identify individuals that access the Camera Network.
 6. Take reasonable and appropriate steps to secure access to the Camera Network.
 7. Cooperatively work with Owner representatives to resolve any identified security vulnerabilities or configuration issues on the Camera Network that could present any health or safety risk to Owner.
 8. Camera Network will be installed by Scripps such that the Camera Network can be operated in accordance with this MOU.
 9. Comply with any and all responsibilities and obligations assigned to Scripps.
 10. Perform maintenance on the Camera Network to ensure that the Camera Network remains in good working order. Maintenance will be conducted

by Scripps using commercially reasonable methods and Scripps makes no promise or guarantees regarding any repair or maintenance timelines. All hardware replacements shall be provided by Scripps or its authorized vendor/supplier.

11. Scripps and its agents shall obtain and comply with all governmental permits, approvals and authorizations required by applicable governmental or quasi-governmental agencies for Scripps' use of and access to the Site, as well as all Owner rules and regulations which may be provided in writing to Scripps from time to time.
12. Use good faith efforts to ensure that the Camera Network is not positioned or otherwise used in a manner at the Site which may constitute an invasion of privacy of Owner.
13. Notwithstanding anything to the contrary contained herein, the Parties expressly acknowledge and agree that Scripps shall not be responsible or held liable for any acts or omissions committed by a third party not specifically engaged by Scripps.

B. In addition to all other obligations set forth herein, throughout the term of this MOU, Owner agrees to:

1. Provide Scripps with unfettered access to the Site throughout the term of this MOU.
2. Provide adequate structure for Camera Network installation (the Camera Network's hardware and maintenance of the Camera Network will be at no cost to Owner).
3. Promptly notify Scripps of any issue (or potential issue) of any kind or nature which might impact Scripps' use of the Site, the Camera Network or any other rights granted to Scripps hereunder.
4. Comply with any and all responsibilities and obligations assigned to Owner.
5. Ensure that no objects, apparatuses, equipment, buildings, structures (temporary or permanent) or activities of any kind or nature, are placed, erected or conducted (as applicable) at the Site in a manner which might damage, disrupt or otherwise interfere with the Camera Network, the

footage derived therefrom or any other activities that Scripps may conducted as provided hereunder. In the event any construction or structure is proposed or erected at the Site that may reasonably be expected to obstruct, impair, or interfere with the Camera Network or its operation, Scripps shall have the right, at its discretion, to relocate the camera or related equipment to another suitable location on the Site in order to maintain proper functionality and unobstructed operation of the Camera Network.

C. The Parties mutually agree to:

1. Use good faith efforts to work in a collaborative and timely manner to support each other in carrying out the goals and purposes of this MOU.
2. Comply with any and all responsibilities and obligations assigned to the Parties as further described in Paragraph IV hereinbelow.

III. **Term of MOU**

This MOU shall be effective as of **July 14, 2026** and shall remain in effect through **December 30, 2030**, unless sooner terminated as provided hereunder, or extended by a separate, subsequent mutual written agreement signed by both Parties. Except as expressly provided herein, either Party may terminate this MOU with or without cause at any time by providing not less than thirty (30) days' advance written notice to the other Party.

IV. **Miscellaneous Terms and Conditions**

1. Project Specifications: All equipment and fabrications will be provided by Scripps after a Site survey is completed.

A. Operational Requirements and Specifications:

1. Scripps will provide 10Mbps symmetric connectivity to cameras installed at the Site.
2. Scripps must use good faith and commercially reasonable efforts to restrict the Camera Network from capturing or recording any images within the non-public areas of any personal residences located in the immediate vicinity of any camera which is part of the Camera Network.
3. Scripps must ensure that the exact tower locations of the Camera Network are not shared publicly by Scripps (or its employees, agents or representatives). Any geo-coordinates shared publicly by Scripps must be at least one-half (1/2) mile away from the actual location of the applicable tower and vary in direction for each such tower. Notwithstanding the foregoing,

Scripps may share exact tower locations with First Responders.

B. Jurisdiction and Venue

This MOU shall be construed in accordance with the laws of the State of California and the Parties hereto agree that venue shall be in the State or Federal Courts within San Bernardino County, California.

D. Confidentiality

1. Maintenance of Confidential Information.

Confidential information may consist of information that is either oral or written or both. Any confidential information disclosed in writing shall be clearly marked by the disclosing party as "Confidential Information." Any confidential information orally disclosed shall be reduced to writing by the Disclosing Party with a copy marked "Confidential Information" provided to the Receiving Party within thirty (30) days. Notwithstanding the foregoing, any confidential information which is not marked as "Confidential" shall be deemed "Confidential Information" if such information would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure.

2. The Receiving Party hereby agrees:

- a. not to use the Confidential Information for any purpose whatsoever except as may be required in the performance of any of the Receiving Party's obligations hereunder,
- b. to safeguard Confidential Information against disclosure to others with the same degree of care as it exercises with its own confidential information of a similar nature; and
- c. not to disclose Confidential Information to others (except to its employees, agents, or consultants who are on a need-to-know basis and bound to by an obligation of confidentiality consistent with the terms of this MOU) without the express written permission of the Disclosing Party.

3. Except that the Receiving Party shall not be prevented from using or disclosing any Confidential Information:

- a. which the Receiving Party can demonstrate by written records was previously known to it;
- b. which is now, or becomes in the future, public knowledge other than through the acts or omissions of the Receiving Party; or

- c. which is lawfully obtained by the Receiving Party from sources independent of the Disclosing Party;
- d. which the Receiving Party can demonstrate was independently developed by employees of the Receiving Party;
- e. which is required by law (including, but not limited to, the California Public Records Act or the order of a court of competent jurisdiction) to be disclosed.

4. It is further agreed that the furnishing of Confidential Information by the Disclosing Party shall not constitute any grant or license to the Receiving Party under any legal rights now or hereinafter held by the Disclosing Party.

5. The Parties agree to abide by all applicable United States export control regulations. Notwithstanding the foregoing, no export-controlled materials or information/data shall be transferred from one Party to the other under this MOU.

E. Access to Records/Retention

For the purposes of auditing and compliance with the California Public Records Act (Govt. Code § 6250, *et seq.*), Owner shall have access to any records created or maintained by Scripps as a result of the installation and use of Camera Network, and any request therefor shall be made by Owner in accordance with the requirements and procedures set forth in the California Public Records Act. Except where longer retention is required by any applicable federal or state law, Scripps shall maintain all required records for at least three (3) years after expiration or other termination of this MOU.

F. Mutual Indemnification

Owner agrees to defend, indemnify and hold Scripps (including its officers, agents, employees and representatives) harmless from and against any and all claims, liability, loss, expense, reasonable attorneys' fees, including any claims for personal injury or property damages, which may be asserted by a third party (collectively, "Third Party Claim") arising out of Owner's performance of this MOU, but only in proportion to and to the extent such Third Party Claim is caused by or results from the negligent or intentional acts or omissions of Owner, its officers, agents or employees.

Scripps agrees to defend, indemnify, and hold harmless Owner and Owner's officers, agents, employees, and representatives from and against any and all Third Party claims arising out of Scripps' performance of this MOU, but only in proportion to and to the extent such Third Party Claim is caused by or results from the negligent or intentional acts or omissions of Scripps, its officers, agents or employees.

This Section F shall survive the expiration or earlier termination of this MOU.

G. Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED IN THIS MOU, NEITHER PARTY MAKES ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT AS OTHERWISE PROVIDED HEREUNDER OR AS MAY BE REQUIRED BY APPLICABLE LAW, OWNER SHALL HAVE NO DUTY TO INSPECT THE SITE AND SHALL HAVE NO DUTY TO WARN ANY PERSON OF ANY LATENT OR PATENT DEFECT, CONDITION OR RISK THAT MAY EXIST IN OR ON THE SITE, OR THAT MIGHT BE INCURRED IN THE EXERCISE OF THE RIGHTS GRANTED HEREIN. OWNER SHALL HAVE NO DUTY NOR RIGHT TO MAINTAIN NOR OPERATE THE CAMERA NETWORK.

Except with respect to any indemnification obligations which may arise hereunder and any claims asserting fraud, willful misconduct or breach of confidentiality obligations, neither Party shall have any liability to the other Party (nor to any third party) for any and all claims under any legal theory whatsoever (including, but not limited to, claims for negligence and breach of contract) arising from or related to this MOU, except that, if the claim arises from a fire deliberately started by Scripps during the operation, installation or maintenance of the Camera Network, and/or arising out of the gross negligence or willful misconduct committed by Scripps during its access to the Site, the limitation of liability in this sentence will not apply. In addition, if any claim arises from the Owner's gross negligence or willful misconduct, this limitation of liability shall not apply. Scripps shall be liable for any damage caused by its equipment, whether occurring before installation, during installation, or after installation, and the limitation of liability in this sentence shall not apply to such damage.

H. MOU and License Not Assignable; No Third Party Beneficiary.

The license and all rights and permissions granted under this MOU is personal to Scripps and shall not be assigned to any third party without the prior written consent of Owner, which consent may not be unreasonably withheld. Any attempt to assign the MOU or license without such written consent shall result in automatic termination of this MOU. No legal title or leasehold interest in the Site is created or vested in Scripps by the grant of access nor any other provision of this MOU, nor shall this MOU be construed as a dedication to the public of any portion of the Site. This MOU is not intended to create, nor shall it be construed to create, any

third party beneficiary of any kind nor confer any rights in any person or entity which is not an express Party hereto.

I. Insurance.

Scripps shall maintain, throughout the term of this MOU, the Regents of the University of California's program of self-insurance, providing coverage comparable to and for commercial general liability coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; automobile liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident; and workers' compensation coverage providing statutory benefits as required by California law.

Upon request, Scripps will provide evidence of self-insurance coverage (Certificate of Self-Insurance Coverage) issued pursuant to the program of self-insurance maintained by the Regents of the University of California.

If requested by Scripps, Owner shall provide valid evidence sufficient to prove its ownership interests in and to the Site, including its right to enter into this MOU and grant the rights herein granted.

J. Entire Agreement; Counterparts.

This MOU represents the entire agreement between the Parties and shall supersede all prior understandings or commitments, written or oral, with respect to the subject matter set forth herein. Notwithstanding anything to the contrary contained herein, each Party enters into this MOU with the intent to be bound by all of the terms and conditions set forth herein. This MOU shall be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns. In addition, this MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

K. Scripps shall perform the services in Scripps' own way as an independent contractor, and in pursuit of Scripps' independent calling, and not as an employee of Owner. Scripps agrees that it is not entitled to the rights and benefits afforded to Owner's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Scripps is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

L. Scripps shall keep itself informed concerning and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Owner and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

M. If any portion, section, sentence, provision or paragraph of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this MOU not so affected shall remain in full force and effect.

O. The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this MOU or any other rule of construction which might otherwise apply.

P. Both parties agree to use reasonable care and diligence to perform their respective obligations under this MOU. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this MOU. Unless hereafter specified neither party shall be responsible for the service of the other.

Acknowledged and agreed:

For Scripps:

Signature

Date

Print Name and Title

For Owner:

Signature

Date

Patrick Martinez | City Manager

City of Needles