COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"

September 21, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90020

Dear Supervisors:

APPROVAL OF A TWENTY YEAR LICENSE WITH THE FEDERAL AVIATION ADMINISTRATION FOR A VORTAC FACILITY AT FRANK G. BONELLI REGIONAL COUNTY PARK
(Fifth District – Three Vote Matter)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of the attached License Agreement is exempt under the California Environmental Quality Act (CEQA).

2. Find that the approval of the attached License Agreement, pursuant to the requirement of Government Code Section 25526.6, is in the public interest and will not substantially conflict or interfere with the use of the property by the County.

3. Approve and instruct the Chairman to sign the attached License Agreement between the County and the Federal Aviation Administration for the continued operation of the Pomona Valley High Frequency Omni-Directional Range/Tactical Air Navigation (VORTAC) facility at Frank G. Bonelli Regional County Park for a term of twenty (20) years.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The recommended action would approve a twenty (20) year License Agreement with the Federal Aviation Administration (FAA) for the continued operation of their VORTAC facility at Frank G. Bonelli Regional County Park (Bonelli Regional Park). The purpose of the VORTAC facility is to transmit clear electronic signals that provide aircraft guidance between similar facilities. The current agreement was approved by your Board on February 19, 1985, and expires September 30, 2004.

Since 1971 the FAA has operated the VORTAC facility in a remote area at the east end of Bonelli Regional Park. The area is near the County's Brackett Field Airport and consists of a fenced restricted navigational site. It also includes a 72 acre height restriction area surrounding the navigational site to ensure proper protection and operation of the facility and road and utility easements.

Implementation of Strategic Plan Goals

The proposed License Agreement will further the Board-approved County Strategic Plan Goal 4, Fiscal Responsibility, by generating revenues. It will also further Goal 6 Community Services, by providing for and continuing the safe and expeditious movement of air traffic through the region.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the License, the FAA will pay the County a minimum of $19,454.40 per year, with annual increases of three percent (3%) throughout the twenty (20) year term of the License Agreement. The FAA will be responsible for all costs and liability associated with the operation and maintenance of the facility.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code Section 25526.6 permits the County to license its property to a public agency if your Board finds that such conveyance is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by the County.

The License Agreement provides for a thirty (30) cancellation by either party upon receipt of a written notice. County Counsel has approved this License Agreement as to form and the FAA has agreed to hold harmless and indemnified the County during the term of this License Agreement.

ENVIRONMENTAL DOCUMENTATION

The approval of the License Agreement is exempt under the CEQA under Section 15301 and Class 1 (r) of the Environmental Document Reporting Procedures and the Guidelines, adopted by your Board on November 17, 1987, because it involves no increase of existing public facilities beyond existing usage.

IMPACT ON CURRENT SERVICES

As previously indicated, the VORTAC facility is located in the remote area at the east end of the park. As a result of this location, there will be no impact on current services.

CONCLUSION

It is requested that the Executive Office-Clerk of the Board return the original and three copies of the executed document to the Interim Director of Parks and Recreation who will forward them to the Federal Aviation Administration for final execution.

Respectfully submitted,

Russ Guiney
Interim Director

MJK:tls

c/mike/FAA-2 board letter

Attachment

c: Executive Officer (22)

FEDERAL AVIATION ADMINISTRATION

U.S. Department
of Transportation

License No.: DTFAWP-04-L-00003
Facility: VORTAC
Pomona California

LICENSE AGREEMENT

Between

COUNTY OF LOS ANGELES

and

THE UNITED STATES OF AMERICA

This License, made and entered into this _____ day of _____ in the year _____ by and between County of Los Angeles, Department of Parks and Recreation

whose address is: 433 S. Vermont Ave.
Los Angeles, CA 90020-1975

for itself and its administrators, successors and assigns hereinafter referred to as Licensor and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES

The Licensor hereby licenses the Government the following described property, hereinafter referred to as the premises, viz.:

See Legal Description on Page 2.

PARCEL A

A PORTION OF LAND LYING WITHIN THE RANCHO SAN JOSE, IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 2, PAGES 292 AND 293 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PRECISELY DESCRIBED AS PARCEL A, AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 93, PAGE 71 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONTAINING 6.974 ACRES, MORE OR LESS.

PARCEL B

A PORTION OF LAND LYING WITHIN THE RANCHO SAN JOSE, IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 2, PAGES 292 AND 293 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PRECISELY DESCRIBED AS PARCEL B, AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 93, PAGE 71 OF RECORD OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONTAING 72.121 ACRES, MORE OR LESS.

PARCEL C

A PORTION OF LAND LYING WITHIN THE RANCHO SAN JOSE, IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 2, PAGE 292 AND 293 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PRECISELY DESCRIBED AS PARCEL C, AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 93, PAGE 71 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONTAINING 0.725 ACRES, MORE OR LESS.

PARCEL D

A PORTION OF LAND LYING WITHIN THE RANCHO SAN JOSE, IN THE CITY OF SAN DIMAS COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORED IN BOOK 2, PAGES 292 AND 293 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PRECISELY DESCRIBED AS PARCEL D, AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 93, PAGE 71 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONTAINING 5.054 ACRES, MORE OR LESS.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Licensor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby Licensed, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this License, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs. *(10/96)*

2. TERM

To have and to hold said premises with their appurtenances for the term beginning October 1, 2004 through September 30 2024, inclusive; PROVIDED, that adequate appropriations are available from year to year for the payment of rentals. Either Party may terminate this License, in whole or in part, at any time by giving thirty (30) days notice in writing to the other Party. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. *(10/96)*

3. CONSIDERATION

The Government shall pay the Licensor rental for the premises in the amount of $19,454.40 per year. Subject to available appropriation, payments shall be made in arrears at the end of each year without the submission of invoices or vouchers. Payment shall be considered paid on the day a check is dated or an electronic funds transfer is made. *(10/96)*

Twenty Year Annual Rental Adjustment: The annual rental shall increase by three (3) percent each year as follows:

License Year	Base Amount	Rate	Increase	New Payment This LicenseYear
10/01/04-09/30/05	$19,454.40		$0.00	$19,454.40
10/01/05-09/30/06	$19,454.40	3.00%	$583.63	$20,038.03
10/01/06-09/30/07	$20,038.03	3.00%	$601.14	$20,639.17
10/01/07-09/30/08	$20,639.17	3.00%	$619.18	$21,258.35
10/01/08-09/30/09	$21,258.35	3.00%	$637.75	$21,896.10
10/01/09-09/30/10	$21,896.10	3.00%	$656.88	$22,552.98
10/01/10-09/30/11	$22,552.98	3.00%	$676.59	$23,229.57
10/01/11-09/30/12	$23,229.57	3.00%	$696.89	$23,926.46
10/01/12-09/30/13	$23,926.46	3.00%	$717.79	$24,644.25
10/01/13-09/30/14	$24,644.25	3.00%	$739.33	$25,383.58
10/01/14-09/30/15	$25,383.58	3.00%	$761.51	$26,145.09
10/01/15-09/30/16	$26,145.09	3.00%	$784.35	$26,929.44
10/01/16-09/30/17	$26,929.44	3.00%	$807.88	$27,737.32
10/01/17-09/30/18	$27,737.32	3.00%	$832.12	$28,569.44
10/01/18-09/30/19	$28,569.44	3.00%	$857.08	$29,426.53
10/01/19-09/30/20	$29,426.53	3.00%	$882.80	$30,309.32
10/01/20-09/30/21	$30,309.32	3.00%	$909.28	$31,218.60
10/01/21-09/30/22	$31,218.60	3.00%	$936.56	$32,155.16
10/01/22-09/30/23	$32,155.16	3.00%	$964.65	$33,119.81
10/01/23-09/30/24	$33,119.81	3.00%	$993.59	$34,113.41

$522,747.01 20 Year Total

4. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT

Payments by the Government under this contract, will be made by electronic funds transfer (EFT). At the option of the Government, payments maybe made by check or other means. When payments is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The Government is not required to make any payment under this contract until after receipt, by the Contracting Officer of the correct EFT payment information. However, in the event the Licensor certifies in writing to the Contracting Officer that the Licensor does not have an account with a financial institution or an authorized payment agent, payment may be made by other than EFT.

Prior to the first payment under this contract, the Licensor shall provide the information required to make contract payment by EFT, directly to the Government payment office named in this contract. A single bank or financial agent must be designated, capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the Licensor shall be responsible for providing the changed information to the designated payment office. The Licensor shall pay all fees and changes for receipt and processing of EFTs.

The Government will make payments by EFT through an Automated Clearing House (ACH). However, the Federal Reserve Wire Transfer System may be used at the Government's option. The "Vendor/Miscellaneous Payment Information Form" must have the sections "Payee/Company Information" and Financial Institution Information" completed prior to award.

The Licensor agrees that the Licensor's bank or financial agent may notify the Government of a change to the routing transit number, Licensor account number, or account type. *(11/97)*

5. RESTORATION

The Government shall surrender possession of the premises upon the date of expiration or termination of this License. If the Licensor provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within one hundred and eighty (180) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

(a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this License or any preceding License (changes to the premises in accordance with paragraph 1(a), 1(b) and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

(b) Make an equitable adjustment in the License amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. *(10/96)*

6. INTERFERENCE WITH GOVERNMENT OPERATIONS

The Licensor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature or to install or allow to be installed any electronic equipment on the site or adjacent land owned by the Licensor that may interfere with the proper operation of the facilities installed by the Government under the terms of this License without obtaining prior written consent from the Contracting Officer. *(10/96)*

7. HAZARDOUS SUBSTANCE CONTAMINATION

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the Licensed premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the VORTAC facility. The Licensor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the Licensed premises. The Licensor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the Licensed premises not directly attributable to the installation, operation and/or maintenance of the VORTAC facility. *(05/00)*

8. QUIET ENJOYMENT

The Licensor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims. *(10/96)*

9. HOLDOVER

If after the expiration of the License, the Government shall retain possession of the premises, the License shall continue in force and effect on a month to month basis. Rent shall be paid monthly, in arrears on a prorated basis, at the rate paid during the License term. This period shall continue until the Government shall have signed a new License with the Licensor, acquired the property in fee or vacated the Licensed premises. *(10/96)*

10. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. *(10/96)*

11. COVENANT AGAINST CONTINGENT FEES

The Licensor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee. *(10/96)*

12. ANTI-KICKBACK

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor. *(10/96)*

13. PROTEST AND DISPUTES

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after the Licensor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filled with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware of the agency action or inaction which forms the basis of the protest. Unless otherwise stated in this contract, a contract dispute by the Licensor against the government shall be submitted to the Contracting Officer within 1 year after the accrual of the contract dispute. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request. *(10/96)*

14. ASSIGNMENT OF CLAIMS

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Licensor may assign his rights to be paid under this License. *(10/96)*

15. EXAMINATION OF RECORDS

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract

have access to and the right to examine any of the Contractor's directly pertinent books, documents, paper, or other records involving transactions related to this contract. *(10/96)*

16. LICENSOR'S SUCCESSORS

The terms and provisions of this License and the conditions herein bind the Licensor and the Licensor's heirs, executors, administrators, successors, and assigns. *(10/96)*

17. NOTICES

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other) *(10/96)*:

TO LICENSOR: Los Angeles County Parks and Recreation
433 S. Vermont Ave.
Los Angeles, CA 90020-1975

TO GOVERNMENT: Department of Transportation
Federal Aviation Administration
Real Estate & Utilities Team, AWP-54B
P.O. Box 92007
Los Angeles, CA 90009-2007

18. The following are attached and made a part hereof:

A. Licensor hereby agrees, as protection to the proper operation of the VORTAC facility by the FAA, not to allow the erection of any building, structure, apparatus, or the growth of vegetation that extends above a surface described by the rotation of a negative 1½° vertical angle from horizontal, measured from the center of the Pomona VORTAC antenna system where described above and within a restricted area (Parcel B) encompassed by a circle having a radius of 1,000 feet from said center. Said vertical angle to be measured from an elevation of 1,260 feet MSL. A negative 1½° vertical angle is equivalent to a fall of approximately 2 feet 7 inches per 100 feet of horizontal distance. The FAA agrees to control the growth of vegetation as necessary to conform with this provision.

B. To the extent allowed by Federal Tort claim Law, the Government hereby agrees to defend and hold harmless the County its representatives or employees, form any damage incident to the performance of services, resulting in , related to, or arising from this License.

19. The following changes were made in this License prior to its execution: NONE

This License supersedes License No. DTFA08-83-L-10599, which expires by limitation on September 30, 2004.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Office of County Counsel

By Helen S. Parker
Principal Deputy County Counsel

LICENSOR

_____
(Signature)

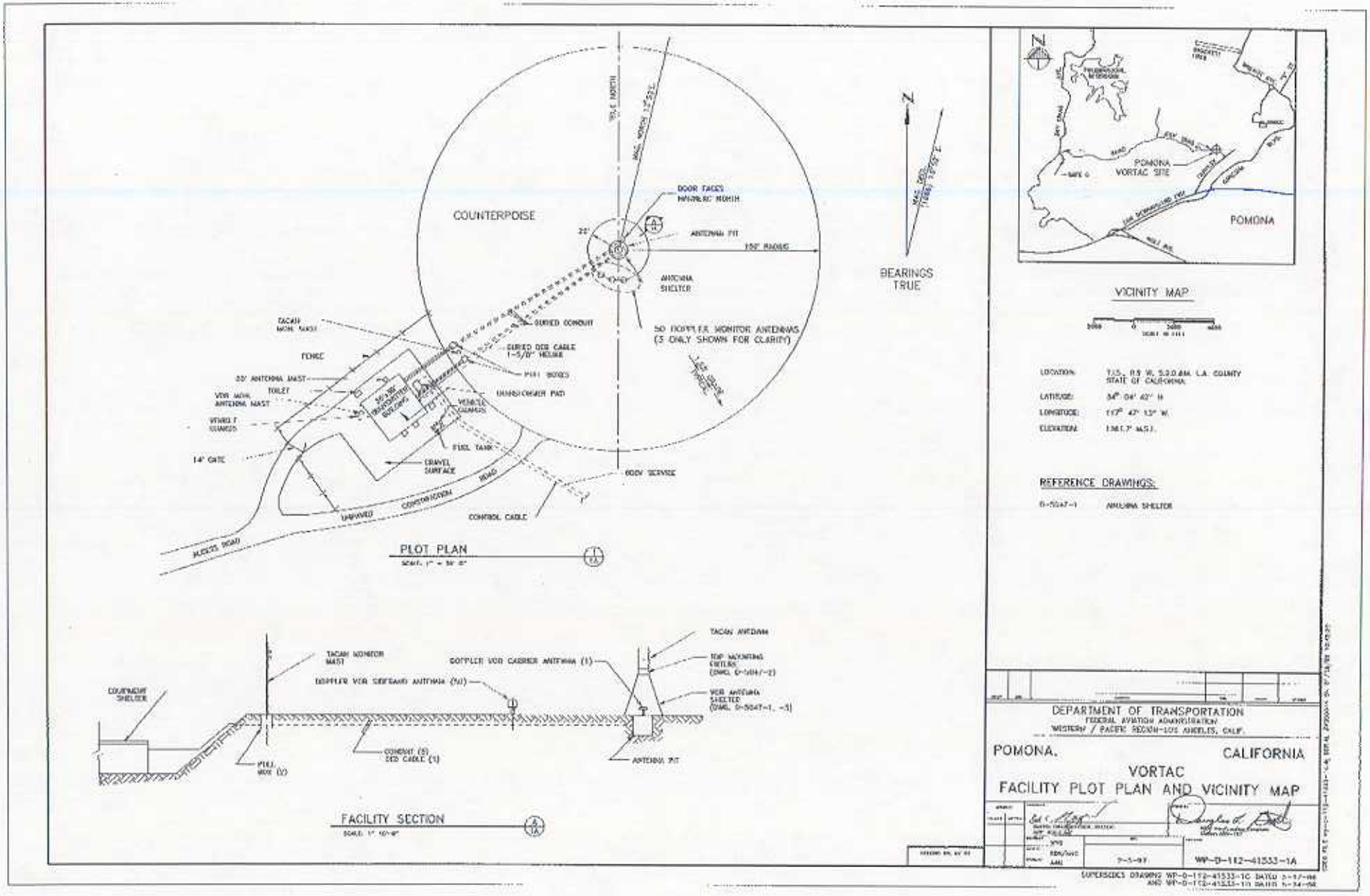
Chairman
_____
(Official Title)

_____
Date

THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Contracting Officer, Real Estate &
Utilities Team, AWP-54B

Date: _____


COUNTERPOISE
BEARINGS TRUE
VICINITY MAP
POMONA
POMONA VORTAC SITE
REFERENCE DRAWINGS:
PLOT PLAN
FACILITY SECTION
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WESTERN / PACIFIC REGION-LOS ANGELES, CALIF.
POMONA, CALIFORNIA
VORTAC
FACILITY PLOT PLAN AND VICINITY MAP
WP-D-112-41533-1A