



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

John Wicker, Director

May 17 24, 2016

REVISED

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 May 24, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**DELEGATE AUTHORITY FOR APPROVAL OF A TRANSFER OF OWNERSHIP OF
CONTRACT NUMBER 75394 LICENSE AGREEMENT FOR THE OPERATION OF
RADIO BROADCASTING FACILITIES AT KENNETH HAHN STATE PARK
TO EL SEMBRADOR MINISTRIES**

(SUPERVISORIAL DISTRICT 2) (3 VOTES)

SUBJECT

The purpose of the recommended action is to request delegated authority to the Director of the Department of Parks and Recreation to approve a transfer of ownership of Contract Number 75394, License Agreement for the Operation of Radio Broadcasting Facilities at Kenneth Hahn State Park, from Trans America Broadcasting, Inc. to El Sembrador Ministries.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed action not subject to the California Environmental Quality Act, because the action does not meet the definition of a project and for the reasons stated herein.
2. Delegate authority to the Director of the Department of Parks and Recreation to execute the attached Amendment Number 1, and any other necessary instruments, upon approval as to form by County Counsel, to effectuate the transfer of Contract number 75394, License Agreement for the Operation of Radio Broadcasting Facilities at Kenneth Hahn State Park from Trans America Broadcasting, Inc. to El Sembrador Ministries.

3. Authorize the Director of the Department of Parks and Recreation to accept as a condition of the transfer, a transfer fee in the amount of \$58,750, which is 1% of the \$5,875,000 sale price of the assets of the radio broadcasting facilities and transfer of the FCC license from Trans America Broadcasting, Inc. payable to the Department of Parks and Recreation, for the benefit of the Kenneth Hahn State Recreation Area.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 11, 2005, the Board approved Contract Number 75394, a License Agreement for the Operation of Radio Broadcasting Facilities at Kenneth Hahn State Park (Agreement) with Trans America Broadcasting, Inc. (Trans America). Trans America is an operator in good standing, current on all rental obligations and not in default.

On November 20, 2015, Trans America notified the Department of Parks and Recreation (Department) of a pending transfer of assets, including the Agreement, to El Sembrador Ministries (El Sembrador). The transfer of the Agreement requires the County's consent. Approval of the recommended actions will authorize the transfer of the Agreement from Trans America to El Sembrador upon execution of Amendment Number 1. All other terms and conditions of the Agreement, including rent, shall remain unchanged and in full force and effect.

Trans America has been operating the Radio Broadcasting Facilities under an FCC license as KTYM AM 1460 and broadcasts a mix of religious talk shows, paid programming, and community service geared to a large multi-cultural and multi-lingual community. El Sembrador is a California Religious Corporation which intends to continue religious programming. The transfer will enable El Sembrador to enhance programming and public outreach that was previously not possible for Trans America due to cost.

Approval of the recommended action will also authorize the Director of Parks and Recreation to accept, as a condition of the transfer, a transfer fee from Trans America, in the amount of \$58,750, ~~or~~ which is 1% of the \$5,875,000 sale price of the assets of the radio broadcasting facilities and transfer of the FCC license from Trans America to El Sembrador.

Implementation of Strategic Plan Goals

The recommended action will further the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1), by maximizing the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The rent due to the Department will ~~not be affected by~~ not change as a result of this amendment. Trans America has agreed to remit the transfer fee to the Department within ten (10) business days of the approval of Amendment No. 1 by your Board.

Operating Budget Impact

Based on the recommended actions, the Department does not anticipate any additional ongoing revenues. However, a one-time revenue is expected in the form of a transfer fees from Trans America totaling \$58,750. These funds will be deposited in the Department's Operating Budget for the benefit of the Kenneth Hahn State Recreation Area.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the recommended action, the Director will use delegated authority to approve the change in ownership and any other necessary instruments, upon approval as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed administrative action is not subject to CEQA in that the action does not meet the definition of a project according to Sections 15378 (b) (4) (5) of the State CEQA Guidelines, because the action is an administrative/fiscal activity which by its terms do not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.

CONTRACTING PROCESS

The Contracting process does not apply since the proposed change of ownership is for an existing contracts approved by the Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

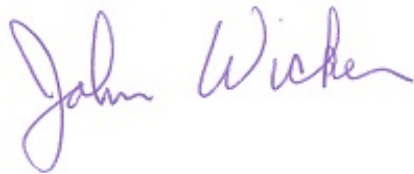
There will be no negative impact on current County services or projects during the performance of the recommended services.

CONCLUSION

It is requested that three (3) adopted copies of the action taken by the Board be forwarded to the Department of Parks and Recreation.

Should you have any questions please contact Christopher Kinney at (626) 821-4603 or ckinney@parks.lacounty.gov; Kandy Hays at (626) 821-4600 or khays@parks.lacounty.gov; or Kasey Dizon at (213) 738-2986 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,



JOHN WICKER
Director

JW:KEH:RM
CWK:rc

Attachment

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 75394
LICENSE AGREEMENT FOR THE OPERATION OF BROADCASTING
FACILITITES AT THE KENNETH HAHN STATE RECREATION AREA**

This Amendment Number 1 to Contract Number 75394 made and entered this _____ day of _____, 2016

BY AND BETWEEN THE

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

TRANS AMERICA BROADCASTING CORPORATION, hereinafter referred to as "Assignor".

AND

EL SEMBRADOR MINISTRIES, hereinafter referred to as "Assignee".

RECITALS:

WHEREAS, County entered into a contract with Licensee on October 11, 2005 for the operation of the broadcasting facilities at the Kenneth Hahn Recreation Area; and

WHEREAS, paragraph 9.2, "ASSIGNMENT AND SUBLETTING", prohibits Assignor from delegating its duties or assigning its rights thereunder without prior written consent of County; and

WHEREAS, it is the intent of the County and Assignor to delegate the duties and assign the rights under this Agreement, from Assignor Trans America Broadcasting Corporation, to Assignee, El Sembrador Ministries; and

WHEREAS, Assignee El Sembrador Ministries, agrees to be fiscally responsible for obligations of the Assignor, Trans America Broadcasting Corporation, past, present, and future. In particular, and without in any way limiting the scope of the financial obligations assumed, Assignee, El Sembrador Ministries understands and agrees

that it will be entirely responsible for any and all audit exceptions applied as any time against the previous entity, through any of its agreements with County or any Department thereof, whether assessed by Federal, State, or County audit(s); and

WHEREAS, CONTRACTOR and COUNTY mutually agree to modify said contract as hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, said contract is modified as follows:


1. All rights and responsibilities under Agreement have been assigned and delegated by Assignor Trans America Broadcasting Corporation to Assignee El Sembrador Ministries.
2. County hereby consents to such assignment and delegation.
3. Assignor and Assignee have heretofore separately prorated between themselves, to the extent necessary, any monthly payment due to the County under this Agreement.
4. Assignor shall, within 10 business days of Board of Supervisors approval, pay the Department of Parks and Recreation a transfer fee in the amount of Fifty-eight thousand seven hundred fifty dollars (\$58,750).
5. Assignee shall fulfill all requirements in accordance with this License Agreement number 75394 and any addenda thereto approved in writing by the Director.
6. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, has caused this Amendment Number 1 to Agreement Number **75394** to be executed by the Director of Parks and Recreation, and **Assignee and Assignor**, has subscribed its name by and through its duly authorized officers, as of the date, month and year first written above.

COUNTY OF LOS ANGELES

By _____
John Wicker, Director
Department of Parks and Recreation

ASSIGNOR

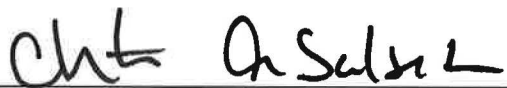
By  _____
GERALD Name, Title BORREGO
Trans American Broadcast Corporation

ASSIGNEE

By  _____ President
Name, Title
El Sembrador Ministries

APPROVED AS TO FORM:

MARY WICKHAM
County Counsel

By  _____
Christina A. Salseda
Principal Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On April 6, 2016, before me, **Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles**, personally appeared Gerardo Borrego who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Dean C. Logan
Registrar-Recorder / County Clerk
County of Los Angeles

By 
Deputy County Clerk

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Dean C. Logan
Registrar-Recorder / County Clerk
County of Los Angeles

By 
Deputy County Clerk