



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

A-16

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

2008 APR 15 PM 4:34

COUNTY OF SANTA BARBARA  
CLERK OF THE  
BOARD OF SUPERVISORS

Department Name: CEO  
Department No.: 012  
For Agenda Of: 4/22/08  
Placement: Administrative  
Estimated Tme: NA  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

**TO:** Board of Supervisors

**FROM:** Board Member(s) Fourth District Supervisor Joni Gray  
Third District Supervisor Brooks Firestone  
Contact Info: Michael F. Brown, County Executive Officer

**SUBJECT:** Memorandum of Agreement with Vandenberg Air Force Base Reestablishing  
Public Access to County-owned Properties & Point Sal State Beach

**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: N/A

**Other Concurrence:** Select\_Other

As to form: Select\_Concurrence

**Recommended Actions:**

That the Board of Supervisors:

Approve and authorize the Chair to execute, in triplicate, a Memorandum of Agreement between the Vandenberg Air Force Base and the County of Santa Barbara to reestablish the existing coastal access to County-owned properties adjacent to Point Sal State Beach via Point Sal Road.

**Summary Text:**

County-owned Point Sal properties (APN: 113-160-11,-013, & -014) lies at the end of Point Sal Beach Road (aka Brown Road). This road is a historic county right-of-way pre-dating the federal government's acquisition of Camp Cook. VAFB has recognized and respected the County's interest in this road up until very recently. In 2007, VAFB officers closed public access over this right-of-way citing safety and security concerns. Since then, staff and Supervisors Gray and Firestone have been working with VAFB officers and staff to reach a compromise which would restore public access to this recreational beach (Point Sal State Beach). The culmination of this effort is the Memorandum of Agreement ("MOA") presented to your Board today.

**Background:**

Although the right-of-way remains in County ownership, the surface of the road was washed away in storms during the 1990's. This portion of roadway which also lies within the VAFB has historically provided public access to County-owned properties as well as the Point Sal State Beach.

**Reestablishing Public Access to Point Sal State Beach**

**April 22, 2008**

Page 2 of 2

In January of 2007, Vandenberg Air Force Base (VAFB), citing safety and security concerns, closed off public access to the State Beach at Point Sal by restricting travel on County owned Point Sal Road. This restriction resulted in the loss of an important coastal access point in North Santa Barbara County. Subsequent to the closure of Point Sal Road, County Representatives, including Fourth District Supervisor Joni Gray, Third District Supervisor Brooks Firestone as well as staff from General Services, Public Works and County Counsel has been involved in discussions with VAFB in an attempt to negotiate the reopening of Point Sal Road and public access to the Point Sal State Beach.

This MOA is intended to be an interim agreement to allow pedestrian access across a portion of VAFB to the beach until an alternative route is agreed upon to access County and State recreational areas. The interim agreement is for a twelve (12) month term. This MOA is not intended to establish any additional rights or interests in the property; nor is this MOA intended to relinquish any rights or interest each party possess. During this interim agreement both parties will work together to agree to explore alternative route to these areas. County shall remain responsible for the cost to restore portions of the roadway for the public's use of this pedestrian access.

The County and VAFB have agreed to work on improvements along Point Sal Road designed to assuage security and environmental concerns, these include: replacing inadequate, broken, and missing fencing along the Southern perimeter of Point Sal Road, installation and repair of gates, installation of signage along Point Sal Road advising the public to not trespass onto Base property, and to be aware of sensitive natural and archeological resources. It is our understanding that access will be permitted upon execution of this MOA. The roadway improvements will be performed concurrent to this MOA.

On April 4, 2008, Colonel Tanous, Wing Commander at VAFB issued a press release stating: "Our team has proposed a solution that allows access without compromising safety and security. I look forward to continuing our work with county officials as we implement this interim agreement and develop a long-term solution."

**Special Instructions:**

After Board action, please distribute as follows:

1. Original, Duplicate, & Triplicate  
Original Documents, and Minute Order      Real Estate Services, Attn: Ronn Carlentine
2. Copy of Original Document      Clerk of the Board Files

Note: Once the Board's executed MOA is returned to the Office of Real Estate Services, the MOA will be forwarded to VAFB for final execution. A duplicate original MOA will be returned to the Clerk of the Board for its file and reference.

**Attachments:**

- a) Memorandum of Agreement (in triplicate)
- b) Press Release from Vandenberg Air Force Base Dated April 4, 2008

**Authored by:** Ronn Carlentine, Office of Real Estate Services

**MEMORANDUM OF AGREEMENT  
BETWEEN  
COUNTY OF SANTA BARBARA  
AND  
VANDENBERG AIR FORCE BASE**

WHEREAS, this Memorandum of Agreement, or “MOA”, by and between The County of Santa Barbara, hereafter “County”, and 30th Space Wing, Vandenberg Air Force Base, hereafter, “VAFB”, is for the purpose of: providing temporary pedestrian access across VAFB property via Brown Road, hereafter, “Premises” (more fully described in **EXHIBIT A**), for recreational purposes only, under the agreed terms and conditions set forth herein; ensuring the safety of pedestrians traversing Premises; ensuring the security of VAFB is not jeopardized by granting this access; ensuring no interference with operational capabilities, including but not limited to, space and missile missions on VAFB in granting this access.

WHEREAS, the County and VAFB, hereafter, “Parties”, agree that neither Party, by executing this MOA, is relinquishing any ownership interest and/or exclusive possessory right either party has to the Premises, or any right or remedy which may arise therefrom.

WHEREAS, both Parties recognize that the State of California is not a party to this MOA and, as such, the State of California determines the open and/or closed status of Point Sal State Beach.

WHEREAS, the Parties agree that this MOA, if not terminated earlier by either Party, will automatically terminate twelve (12) months from the date this MOA is executed by both Parties.

WHEREAS, all obligations of Parties under this MOA shall be subject to appropriated fund requirements and appropriated fund availability. No appropriated funds are obligated by this MOA.

**NOW, THEREFORE, VAFB AND COUNTY, THE "PARTIES", HEREBY AGREE AS FOLLOWS:**

**1.0 GENERAL PROVISIONS**

**1.1. Definitions:**

1.1.1. Parties. The County of Santa Barbara (County) and Vandenberg Air Force Base (VAFB)

1.1.2. Premises. The area currently known as "Brown Road" from the ridge line border of VAFB to the point of intersection with what remains of Point Sal Beach Road, continuing northwesterly to the boundary of VAFB, more fully described in **EXHIBIT A**, GPS coordinates, and **EXHIBIT B**, map.

1.1.3. Pedestrian. Human person(s) only, excluding use of any vehicle, including but not limited to, any mechanized vehicles, motorized vehicles, bicycles, carts, wagons, or trailers.

1.1.4. Said Officer. Commander, 30th Space Wing, Vandenberg Air Force Base, or his/her authorized designee.

1.1.5. To be responsible. This includes performing requirement and funding the requirement, unless otherwise stated.

**1.2. PURPOSE**

1.2.1. This MOA is intended to be an interim agreement to allow pedestrian access across the Premises, as defined in paragraph 1.1.2 and 1.1.3, until a long term, alternative, feasible route to county or state recreational areas can be determined and agreed upon by

Parties, or until the conflicting ownership and possessory interest claims of the parties are resolved.

1.2.2. If such alternative route cannot be feasibly determined within twelve (12) months of the execution of this MOA, this MOA shall terminate, unless the MOA is terminated earlier by either Party.

1.2.3. This MOA is not intended to establish any additional rights or interests in the Premises to either Party; nor is this MOA intended to relinquish any rights or interests each Party deems to possess in Premises.

1.2.4. During the term of this agreement, the Parties shall meet in good faith as necessary to either (1) resolve disputed ownership and possessory interest rights issues or (2) agree on an alternative, feasible, mutually beneficial, easement interest in lieu of the present physical location of Premises.

1.2.5. Parties will also agree to negotiate in good faith with respect to appropriate fencing along the Premises, costs of fencing, and apportionment of costs of fencing. Parties will also consider reasonable and acceptable alternatives to fencing to satisfy safety and security concerns of the use of the Premises.

### **1.3. AUTHORITY**

1.3.1. This MOA is executed by 30th Space Wing Commander, in accordance with Department of Defense Instruction 4000.19.

**1.4. SCOPE AND APPLICABILITY.** Nothing in this MOA shall be construed as doing any of the following:

1.4.1. Conferring benefits upon third parties, or creating any agency relationship between either of the Parties and any third party.

1.4.2. Superseding any applicable state or federal statute, regulations, or other law; or superseding any other previously existing written agreements between Parties, except as explicitly provided for within this MOA

1.4.3. Extending or diminishing the jurisdiction or authority of either Party with regard to their respective duties and responsibilities, or as a waiver of Sovereign Immunity or other legal immunities.

1.4.4. Obligating either Party to expend funds or for the future payment of money in excess of appropriations authorized by law or regulation.

1.4.5. Obligating VAFB to expend any of its own funds or resources in agreeing to provide access to Premises. The use, operation, and occupation of the Premises shall be without cost or expense to the Department of the Air Force.

## **1.5. CORRESPONDENCE**

1.5.1. All correspondence to be sent, and notices to be given pursuant to this MOA, shall be addressed, if to VAFB, to 30 CES/CECBR, 1172 Iceland Avenue Bldg. 11432, Vandenberg AFB CA 93437-6011, and, if to County, to 105 East Anapamu #406, Santa Barbara, CA 93101, unless otherwise noted in this MOA, or as may from time to time otherwise be directed by the Parties. 1.5.2. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service, and sent by first class mail.

## **2.0 SPECIAL CONDITIONS AND UNDERSTANDINGS**

### **2.1. CONDITION(S) PRECEDENT**

2.1.1. County shall indemnify, defend and hold VAFB harmless from any and all claims of adjacent landowners or lessors arising out of the use of Premises for the purposes, and under the conditions, described herein.

2.1.2. VAFB retains right to grant additional access or to make additional uses with respect to Premises without regard to this MOA.

## **2.2. ACCESS**

2.2.1. Only pedestrian access is permitted across Premises; and such access is only for recreational uses between sunrise and sunset. Recreational use does not include protest activity or other activities that would affect the safety and security of personnel, property, or other assets of Vandenberg Air Force Base. The only exceptions to the prohibition against vehicular use would be the necessity for such use for emergency responses or for repair or maintenance of Premises.

2.2.2. The use, operation, and occupation of the Premises are subject to the general supervision and control of the commander of the 30th Space Wing, Vandenberg Air Force Base (“Installation”), or his duly authorized representative, hereinafter referred to as “Said Officer”, for the purposes of: restricting or terminating access when there is a heightened security threat to military persons, assets, and/or other property near Premises; restricting or terminating access when mission accomplishment requires that such access be temporarily terminated.

2.2.3. In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of County’s property on Premises shall be considered detrimental to United States governmental activities, such property that may be present on Premises shall be removed or relocated to such other location or locations on the Premises as may be designated by Said Officer, at no expense to VAFB.

2.2.4. VAFB serves the national defense, and the commanding officer cannot permit the County or traversing pedestrians to interfere with military missions. VAFB is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950 (50 U.S.C. § 797), and of 18 U.S.C. § 1382, *Entering military, naval, or coast guard property*. Access to the Installation is subject to the control of its commanding officer and is governed by such laws, regulations, orders, and conditions, as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander.

2.2.5. Traversing pedestrians shall, at all times, abide by all applicable federal, state, or local statutes, laws, regulations, and rules. Traversing pedestrians shall also not be allowed to take any images or photographs of any Installation property or assets or carry firearms, other weapons, or hunting instrumentalities; nor shall they be permitted to use the Premises for any protest activities, as previously provided in paragraph 2.2.1.

2.2.6. VAFB retains the right to cite and prosecute traversing pedestrians who deviate from the Premises for trespass pursuant to 18 USC § 1382.

2.2.7. VAFB reserves the right to initiate barment proceedings against those who: violate the terms of this MOA; trespass pursuant to 18 USC § 1382; violate any other applicable federal, state, or local statute, law, regulation or rule; are determined to be a threat to security and/or orderly administration pursuant to, but not limited to, the Internal Security Act of 1950 (50 USC § 797) and/or Department of Defense Directive (DoDD) 5200.08, *Security of DoD Installations and Resources*.

2.2.8. The access granted through this MOA is subject to such laws, regulations, orders, and conditions, as provided in 2.2.4, 2.2.5, 2.2.6, and 2.2.7. Violation of any such laws, regulations, orders, or conditions may result in the termination of this MOA, and other



actions, such as criminal or civil sanctions. Such laws, regulations, orders, or conditions may include, but are not limited to, restrictions on who may enter the Premises, how many may enter the Premises at any one time, and when they may enter the Premises.

### **3.0. PROMISES OF PARTIES**

#### **3.1. County Agrees:**

3.1.1. To communicate and negotiate, in good faith, with adjacent landowners or lessors whose lands may be affected or damaged by trespassers, including being responsive to notices of criminal trespassers or vandals, and other concerns that landowner or lessor that may communicate to County.

3.1.2. To inspect and know the condition of the Premises; accept that they are in an “as is, where is” condition without any warranty, representation, or obligation on the part of VAFB to make any alterations, repairs, improvements, or corrections to defects whether patent or latent; sign a Physical Condition Report (PCR) to reflect the condition of the Premises prior to the Premises being improved or altered by any County activity. The "PCR" prepared by County in coordination with VAFB shall be signed by the respective representatives of the Parties, and attached hereto as **EXHIBIT C** within fourteen (14) calendar days after the Term Beginning Date. The PCR sets forth the agreed physical appearance and condition of the Premises on the Term Beginning Date as determined from a joint inspection of Premises by the Parties. If the condition of Premises is improved, County agrees VAFB shall not be required to reimburse County for any such improvement or alteration.

3.1.3. To be responsible for the elimination of any hazardous or dangerous conditions that are in need of repair on Premises to be sufficiently safe for traversing pedestrians in

order to prevent injury or harm, or that are necessary to eliminate other hazardous or dangerous conditions that may be a fire hazard.

3.1.4. To be responsible for all warnings of any and all dangerous and/or hazardous conditions of Premises that could not feasibly be eliminated, including but not limited to posting and maintenance of warning signage. The location and language of signage will be agreed to by both Parties and also be subject to any applicable environmental statute, regulation, or other law.

3.1.5. VAFB shall not be responsible for responding to any request for assistance from traversing pedestrians, including but not limited to, emergency responses to injured traversing pedestrians; instead, County shall be responsible. County shall also agree to reimburse VAFB for any and all costs and expenses incurred should VAFB be required to respond to any emergency involving an injured traversing pedestrian; the only exception will be for response services already provided for and referenced under the Mutual Aid Agreement between the 30th Space Wing, Vandenberg AFB CA and County of Santa Barbara Fire Department and any action or activity already provided for and addressed in Evacuation Agreement No. SPCVAN-1-93-0006.

3.1.6. To evacuate traversing pedestrians from Premises and the County strip of land adjacent to Point Sal State Beach ("Land") due to any operations at military facilities that could affect or that would be near Premises and Land. VAFB shall notify County of the dates the Premises and Land must be vacated and the duration of each period that the area is to remain unoccupied. Notice shall be given not less than seventy-two (72) hours in advance of any closure or evacuation undertaken pursuant to any space or missile launches, other military training activities, or other operational activities. Closure under this circumstance will be no more than forty-eight (48) hours, unless there is a delay in

the government operation (e.g. launch delay due to weather or other conditions.) Notice and estimated length of a delay will be provided to County as soon as practicable.

3.1.7. To protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to VAFB, subject to notification of such repair or maintenance to 30 CES/CEVP (805-606-0126 or 805-606-2839) and submission of the required Air Force forms to ensure compliance with applicable federal and state law for such actions; samples attached as **EXHIBIT D**. Such repair and maintenance is limited to establishing a safe dirt or gravel trail, unless otherwise agreed to, in writing, by both Parties. None of these activities, nor any other additions or alterations of the Premises, shall be made without written approval of Said Officer prior to commencement of repair or maintenance.

3.1.8. To exercise due diligence in protecting the Premises, and adjacent VAFB property under the control of the United States Government, against damage or destruction by fire, weather, natural causes or other causes that may have resulted from the County's activities or omissions, or the activities of traversing pedestrians. Such other causes may include, but are not limited to, activities that would cause environmental damage or other foreseeable damages or other damages to property for which the County could be held liable under applicable laws as a result of the use and/or maintenance of Premises.

County will promptly repair or replace any property damaged or destroyed as a result of the use and/or maintenance of the Premises under this MOA to the satisfaction of Said Officer. If County fails to promptly repair or replace any such property after being notified to do so by Said Officer, Said Officer may repair or replace such property and County shall be liable for the costs of such repair or replacement.

3.1.9. To comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. At no time, shall it be permitted to bring any hazardous materials, hazardous wastes, or hazardous substances to or through Premises. Responsibility for compliance with such requirements includes accepting liability for any fines, penalties, or other similar enforcement costs resulting from use of Premises. If VAFB receives any Notices of Violation (NOV) or similar environmental citations for non-compliance for violations on Premises, County will be responsible for any such costs, fines, fees, penalties, or assessments.

3.1.10. Not to remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, County shall ensure all activity ceases at the site and immediately notify Said Officer and protect the site and the material from further disturbance until Said Officer gives clearance to proceed. Any costs resulting from unreasonable delay in notification shall be the responsibility of County.

3.1.11. To immediately report any discovered unexploded ordnance to Said Officer (via Law Enforcement (LE) Desk at 606-3911 or Command Post via 606-9961), as that term is defined in Title 10, United States Code. Such unexploded ordnance will not be disturbed.

3.1.12. Restore the Premises to its original condition without expense to the United States, if the change in the original condition was detrimental to VAFB and/or violated any statute, regulation, or other law, on or before the date of expiration of this MOA or its

earlier termination by either Party. Such restoration shall include, if applicable, removal of contamination caused by use of Premises.

3.1.13. Not to require that VAFB reimburse County for new conditions or improvements to Premises. Any new conditions or improvements become property of the United States Government, unless otherwise expressly agreed to by the Parties, in writing.

3.1.14. Be responsible for adequately marking the Premises upon which traversing pedestrians may travel, and shall limit access to the hours between sunrise and sunset.

Such responsibility includes, but is not limited to: installation, maintenance, and management of a gate at the VAFB northeastern boundary entry point to Premises to restrict access to pedestrian traffic only and a gate at the Point Sal Beach/Brown Road/Point Sal Road intersection area to restrict access beyond that point. Both Parties must agree as to location and design or configuration of gates.

3.1.15. To comply with all applicable federal, state, interstate or local laws, regulations, and requirements/rules. This may include the need to obtain permits to engage in activity permitted under this MOA. VAFB is not responsible for obtaining permits for County, nor for allowing County to use permits obtained by VAFB. If any violations of such federal, state, interstate or local laws, regulations, and requirements/rules by traversing pedestrians cause VAFB to incur any costs, fines, fees, or penalties resulting from such violations of traversing pedestrians, County promises to reimburse VAFB for such costs, fines, fees, or penalties. The only exception to County reimbursement would be liability not likely to be found due to extreme, legally superseding causes or events such as declared terrorist activities or other similar activities.

3.1.16. VAFB shall not be responsible for damage to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of

the Premises, due to its use and occupation. County assumes all risks of loss or damage to property and injury or death to persons, whether due to the activities of its officers, employees, contractors of any tier, agents, or others, including but not limited to traversing pedestrians, by reason of or incident to use and/or maintenance of the Premises for recreational activities. County shall, at its expense, pay any settlements of or judgments on claims arising out of the use and/or maintenance of the Premises for such recreational activities. The only exception to County liability would be liability not likely to be found due to extreme, legally superseding causes or events such as declared terrorist activities or other similar, unforeseeable activities.

3.1.17. To indemnify and hold VAFB harmless against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of County, its officers, employees, contractors of any tier, agents, or others, including but not limited to traversing citizens, by reason of or incident to use and or maintenance of the Premises for recreational activities, whether tortious, contractual, or other, except to the extent such claim or charge is cognizable under the Federal Tort Claims Act or except for instances where liability would not likely be found due to extreme, legally superseding causes or events such as declared terrorist activities or other similar, unforeseeable activities. Since the use of the Premises is strictly for the purpose of recreational activity, Cal Civ Code § 846 shall apply.

### **3.2 VAFB agrees:**

3.2.1. For normal space, missile, and training operations, including but not limited to launches near area, VAFB agrees to notify County of the dates the Land must be vacated and the duration of each period that the area is to remain unoccupied. Notice shall be given not less than seventy-two (72) hours in advance of any closure or evacuation

undertaken pursuant to any space or missile launches, other military training activities, or other operational activities. Closure under this circumstance will be for no more than forty-eight (48) hours, unless there is a delay in government operations (e.g. launch delay due to weather or other conditions.) Notice and estimated length of delay will be provided to County as soon as practicable.

3.2.2. For other closures not covered by paragraph 3.2.1, to provide a thirty (30) day written notice of the reasonable basis for the necessity of restriction or termination of access to Premises when such notice will not compromise the safety of any person or the security of VAFB or VAFB personnel. If, for any reason, such advance notice is not feasible, e.g. sudden emergency declaration of increased space and missile readiness or force protection condition, VAFB agrees to notify County immediately following the restriction or termination of access and provide the basis for such termination to the extent such disclosure is permitted under applicable security regulations and measures or any other applicable statute, regulation or other law. Upon cancellation of such conditions, VAFB will withdraw such restriction or termination of access and provide access.

3.2.3. To respond to emergencies on Premises if an initial response by the County would not be sufficient to prevent the loss of life or prevent the destruction of VAFB property. However, VAFB would retain rights to reimbursement from the County as provided in paragraph 3.1.5.

3.2.4. To respond to, handle, and/or dispose of any discovered unexploded ordnance on Premises of which VAFB was notified, as provided in paragraph 3.1.11.

3.2.5. If its capabilities permit, to consent to provide certain maintenance services related to use of Premises to County on a reimbursable basis.

#### **4.0. STANDARD PROVISIONS**

**4.1. GOOD FAITH.** The Parties agree in good faith to work to fulfill the purposes of this MOA. Nothing in the MOA restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

**4.2. AMENDMENT.** Neither this MOA nor any provision hereof may be waived, modified, amended or discharged except by an instrument in writing signed by both Parties' duly authorized representative(s).

**4.3. ENTIRE AGREEMENT.** This MOA constitutes the entire agreement of the Parties with respect to matters set forth herein and it supersedes all prior or contemporaneous understandings or agreements between Parties with respect to the subject matter of this MOA. The only exceptions are that neither Party, by executing the MOA, is relinquishing any ownership interest and/or exclusive possessory right either party may have to the Premises, and that nothing in this agreement shall be deemed to supersede any existing "Evacuation Agreement" between the parties.

**4.4. SEVERABILITY.** If a court of competent jurisdiction determines that any part of this MOA is invalid or illegal, other parts not so determined shall remain in full force and effect. Until the Parties agree on a replacement provision, such invalid or illegal severed provision shall not be enforced.

#### **4.5. TERMINATION AND EXCLUSIVE REMEDY.**

**4.5.1.** If no alternative route can be feasibly determined within twelve (12) months of the execution of this MOA, this MOA shall terminate, unless the MOA is terminated earlier by either Party. At no time and under no condition shall the term of this MOA exceed twelve (12) months.



4.5.2. Violations of laws, regulations, orders, or conditions, as provided in paragraph 2.2.4, 2.2.5, 2.2.6, or 2.2.7, shall also be a basis upon which this MOA may automatically terminate.

4.5.3. Either Party may withdraw from this MOA by a written 30 days notice to the other Party, and after a good faith attempt to resolve the issue prompting the withdrawal. Upon the withdrawal of the Party, the MOA shall terminate. The only remedy to either Party of a breach of this MOA shall be termination of this MOA pursuant to this Section.

**4.6. CONDITION AND PARAGRAPH HEADINGS.** The headings contained in this License, its Attachments, and Exhibits are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

**SIGNATURE PAGE**

This MOA shall become effective upon the last date of either Party to execute this document, and shall remain in effect unless it terminates as provided in paragraph 4.5.

This MOA may be executed in one or more counterparts, each of which when taken together will be considered an original document. Each signatory below attests that he or she is duly authorized to execute this MOA on behalf of the Party he or she represents.

\_\_\_\_\_  
STEPHEN M. TANOUS  
Colonel, USAF  
Commander, 30th Space Wing

\_\_\_\_\_  
Chair of the Board of Supervisors  
For the County of Santa Barbara

Date: \_\_\_\_\_

Date: \_\_\_\_\_


COUNTY OF SANTA BARBARA  
(Required approvals and signatures)

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

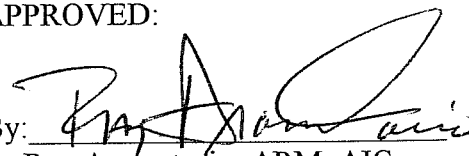
By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
DANIEL J. WALLACE  
COUNTY COUNSEL

By:   
Deputy

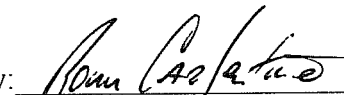
APPROVED:

By:   
Ray Aromatorio, ARM, AIC  
Risk Program Administrator

APPROVED AS TO FORM:  
ROBERT W. GEIS, C. P.A.  
AUDITOR-CONTROLLER

By: 

APPROVED:

By:   
Ronn Carlentine, SR/WA  
Real Property Manager

**EXHIBIT A—  
COORDINATE DESCRIPTION OF PREMISES**

The description attached as this Exhibit A shows the Premises. [Width of path will be limited to 12 feet.]

Station	Direction	Horizontal Distance (ft)	Starting - VAFB East Boundary
0+00			
	S 24-8-43.4 W	84.00	
0+84.00			
	S 17-50-5.2 W	131.83	
2+15.83			
	S 23-4-25.6 W	46.48	
2+62.31			
	S 28-2-40.6 W	19.83	
2+82.14			
	S 36-8-54.8 W	91.58	
3+73.72			
	S 30-39-8.9 W	138.58	
5+12.29			
	S 39-51-29.0 W	27.52	
5+39.81			
	S 43-55-22.1 W	22.83	
5+62.64			
	S 57-56-5.7 W	35.04	
5+97.68			
	S 70-40-14.5 W	32.30	
6+29.98			
	S 78-8-19.3 W	48.14	
6+78.12			
	S 83-11-28.9 W	49.01	
7+27.13			
	S 87-30-16.3 W	48.38	
7+75.51			
	N 86-30-4.3 W	38.87	
8+14.38			
	N 76-31-53.7 W	28.91	
8+43.28			
	N 62-41-34.2 W	51.77	
8+95.05			
	N 53-20-51.3 W	28.52	
9+23.58			
	N 44-37-58.9 W	35.14	
9+58.71			
	N 31-11-20.4 W	30.49	
9+89.20			
	N 19-23-0.3 W	99.28	
10+88.48			
	N 14-32-9.9 W	145.12	

12+33.60	N 23-29-47.4 W	43.50
12+77.10	N 38-42-23.1 W	30.86
13+07.95	N 54-7-31.7 W	22.97
13+30.92	N 79-31-31.9 W	26.17
13+57.08	S 79-3-55.3 W	22.99
13+80.07	S 56-16-33.7 W	24.60
14+04.67	S 46-8-15.9 W	96.27
15+00.94	S 40-6-56.1 W	121.65
16+22.59	S 52-0-37.3 W	36.67
16+59.26	S 62-9-53.2 W	39.85
16+99.10	S 66-46-6.4 W	66.62
17+65.72	S 59-41-17.2 W	29.53
17+95.24	S 54-31-33.7 W	32.59
18+27.84	S 48-3-41.2 W	119.20
19+47.03	S 57-58-27.7 W	83.61
20+30.65	S 66-1-48.4 W	51.62
20+82.27	S 57-27-59.1 W	40.67
21+22.93	S 48-52-57.2 W	49.58
21+72.51	S 39-38-34.5 W	35.96
22+08.46	S 27-24-30.3 W	29.11
22+37.57	S 17-7-18.1 W	87.50
23+25.07	S 23-44-59.3 W	21.63
23+46.70	S 34-52-48.5 W	23.26
23+69.96	S 43-57-14.5 W	36.73
24+06.69	S 51-28-57.1 W	123.97
25+30.66		

26+07.36	S 38-14-16.9 W	76.70
26+89.86	S 33-51-20.3 W	82.50
27+13.90	S 23-17-12.8 W	24.04
27+76.34	S 8-53-55.0 W	62.44
28+12.87	S 6-27-7.8 E	36.52
28+69.78	S 18-15-22.8 E	56.91
28+88.04	S 29-54-11.3 E	18.27
29+30.93	S 42-14-59.3 E	42.89
29+88.26	S 52-27-40.3 E	57.33
31+15.97	S 55-40-20.2 E	127.71
31+60.19	S 65-52-23.0 E	44.22
31+80.27	S 75-7-57.1 E	20.08
32+22.23	N 89-57-51.0 E	41.96
32+88.95	N 81-45-12.8 E	66.72
34+44.45	N 68-19-49.3 E	155.50
34+87.16	N 76-30-6.1 E	42.72
35+38.04	N 87-13-0.3 E	50.88
36+16.74	S 70-27-52.0 E	78.70
36+58.59	S 59-2-7.7 E	41.85
36+86.04	S 49-39-12.5 E	27.45
37+17.44	S 42-0-37.3 E	31.40
37+41.37	S 30-28-4.6 E	23.93
37+61.96	S 3-41-57.6 E	20.59
37+90.74	S 7-54-33.5 W	28.78
38+83.59	S 13-33-39.4 W	92.85
	S 4-37-41.6 W	29.40

39+12.99	S 2-1-32.5 E	28.59
39+41.58	S 14-32-28.2 E	39.19
39+80.76	S 21-12-15.0 E	41.38
40+22.14	S 25-25-51.3 E	98.44
41+20.59	S 20-37-25.9 E	125.88
42+46.46	S 12-28-14.2 E	101.93
43+48.39	S 7-15-37.7 E	161.11
45+09.50	S 13-55-32.2 E	37.91
45+47.41	S 23-12-48.3 E	68.24
46+15.65	S 40-23-30.1 E	34.82
46+50.48	S 56-56-49.1 E	39.20
46+89.68	S 72-40-29.2 E	17.52
47+07.19	S 88-12-34.2 E	69.41
47+76.60	S 80-10-17.4 E	26.33
48+02.93	S 58-14-45.5 E	29.33
48+32.26	S 41-43-38.6 E	19.63
48+51.89	S 32-53-14.0 E	15.98
48+67.87	S 21-32-22.8 E	28.14
48+96.01	S 12-8-5.9 E	31.99
49+28.00	S 1-14-11.2 E	121.79
50+49.79	S 15-12-49.1 E	229.72
52+79.51	S 9-35-34.3 E	219.91
54+99.41	S 15-56-19.7 E	35.30
55+34.72	S 23-6-30.7 E	33.44
55+68.16	S 29-31-58.2 E	136.45
57+04.61		

	S 25-42-6.1 E	42.55
57+47.16	S 13-51-28.6 E	60.60
58+07.76	S 8-52-6.6 E	384.44
61+92.20	S 17-6-6.7 E	109.93
63+02.13	S 21-59-30.5 E	75.54
63+77.67	S 13-55-31.5 E	109.43
64+87.10	S 2-23-27.1 E	95.24
65+82.34	S 0-58-41.8 W	110.49
66+92.83	S 4-4-59.6 W	61.65
67+54.48	S 11-26-28.5 W	41.83
67+96.31	S 22-37-3.3 W	19.03
68+15.34	S 39-37-1.0 W	18.37
68+33.71	S 48-29-37.0 W	16.94
68+50.66	S 64-59-27.0 W	16.16
68+66.81	S 69-40-26.7 W	14.05
68+80.87	S 82-43-43.6 W	23.12
69+03.99	N 82-8-48.6 W	42.81
69+46.80	N 65-34-53.5 W	303.43
72+50.23	N 50-46-48.0 W	30.87
72+81.10	N 43-7-20.2 W	42.13
73+23.22	N 25-22-10.4 W	52.39
73+75.62	N 13-14-21.3 W	34.10
74+09.71	N 10-24-33.3 W	24.31
74+34.03	N 3-2-39.1 W	153.15
75+87.17	N 9-39-13.0 W	51.38
76+38.55	N 16-24-14.5 W	142.89

77+81.44	N 13-12-53.5 W	190.00
79+71.45	N 8-38-41.8 W	61.71
80+33.15	N 1-2-1.9 W	54.19
80+87.34	N 6-21-0.6 E	35.36
81+22.69	N 11-38-46.5 E	178.89
83+01.58	N 7-44-5.7 W	54.56
83+56.14	N 16-38-56.3 W	61.25
84+17.39	N 27-41-52.0 W	22.04
84+39.44	N 40-17-40.4 W	20.67
84+60.11	N 56-58-59.9 W	13.16
84+73.27	N 81-5-5.2 W	25.19
84+98.46	S 78-26-16.0 W	21.92
85+20.38	S 66-47-1.5 W	50.31
85+70.69	S 71-7-48.6 W	77.50
86+48.19	S 77-32-23.9 W	42.99
86+91.18	N 87-19-55.2 W	21.00
87+12.19	N 76-53-34.3 W	41.32
87+53.51	N 60-15-17.1 W	61.17
88+14.68	N 44-13-19.3 W	22.90
88+37.57	N 30-32-1.8 W	66.29
89+03.86	N 22-15-10.0 W	23.20
89+27.06	N 13-53-2.9 W	46.76
89+73.82	N 6-20-35.5 W	48.61
90+22.44	N 2-19-59.9 E	23.93
90+46.37	N 16-5-52.4 E	102.10
91+48.47		



	N 1-58-40.5 E	28.33
91+76.80		
	N 20-34-37.7 W	16.68
91+93.48		
	N 35-50-21.2 W	21.67
92+15.15		
	N 49-15-47.8 W	23.19
92+38.33		
	N 74-3-12.2 W	21.32
92+59.65		
	S 85-50-26.7 W	26.92
92+86.56		
	S 65-47-29.3 W	10.71
92+97.27		
	S 48-52-55.8 W	23.37
93+20.64		
	S 33-1-57.9 W	163.08
94+83.72		
	S 30-32-34.2 W	78.20
95+61.91		
	S 23-47-22.6 W	68.45
96+30.36		
	S 20-51-18.0 W	45.41
96+75.77		
	S 11-35-25.0 W	62.33
97+38.10		
	S 1-4-33.2 E	78.10
98+16.20		
	S 13-16-0.1 E	61.68
98+77.88		
	S 19-55-56.3 E	170.69
100+48.57		
	S 24-57-55.8 E	38.90
100+87.46		
	S 29-47-32.2 E	78.71
101+66.17		
	S 25-51-40.9 E	19.47
101+85.65		
	S 14-44-33.6 E	21.30
102+06.94		
	S 6-34-54.1 E	28.37
102+35.31		
	S 2-9-26.9 W	157.83
103+93.14		
	S 6-41-41.8 W	42.02
104+35.15		
	S 14-15-56.7 W	39.53
104+74.68		
	S 31-12-6.1 W	40.51
105+15.20		
	S 51-39-41.8 W	65.85

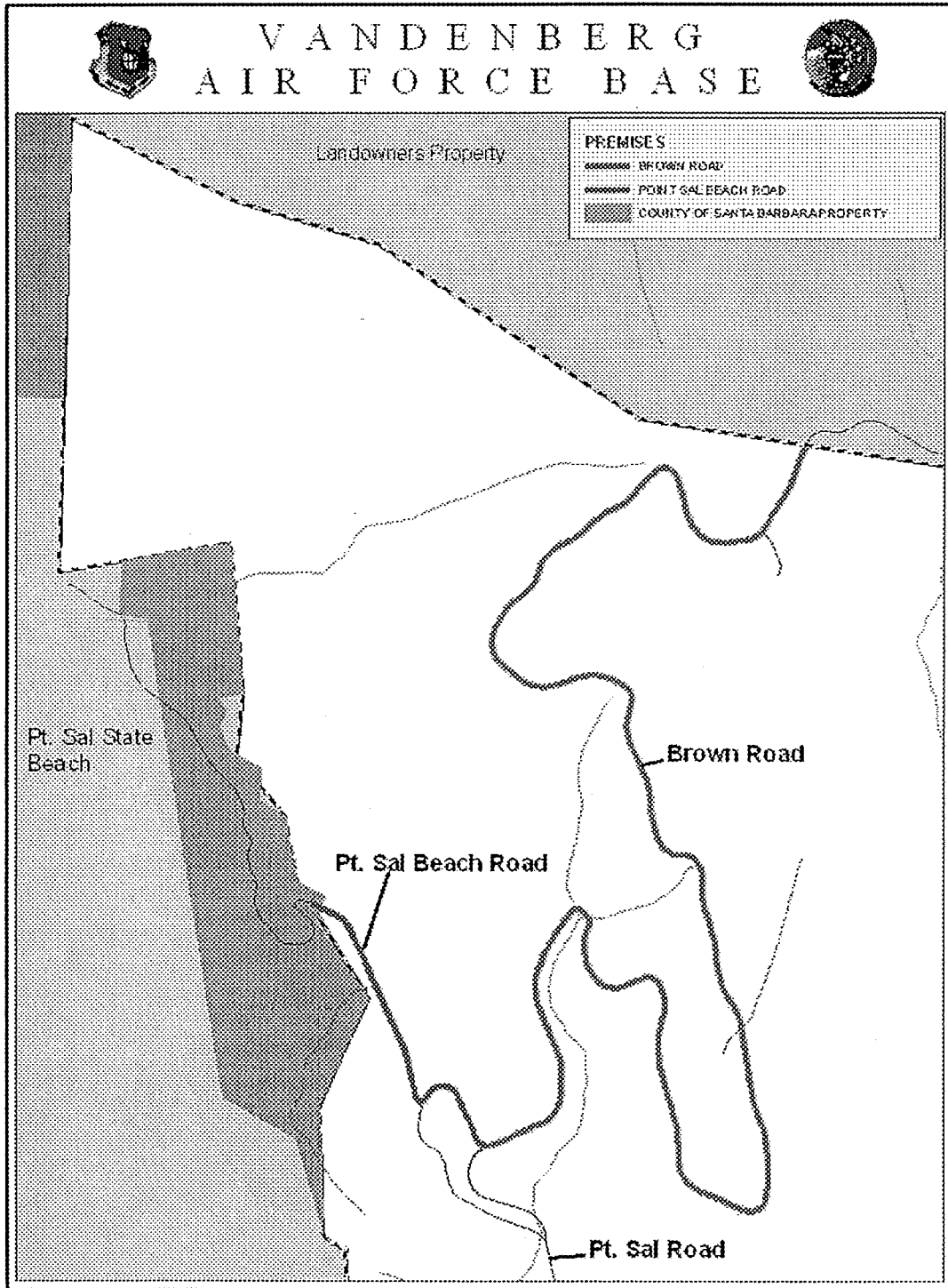
105+81.05	S 64-26-9.1 W	82.90	
106+63.95	S 66-59-26.7 W	249.66	
109+13.61	N 75-53-22.2 W	49.49	
109+63.10	N 56-18-35.8 W	32.77	
109+95.86	N 24-6-8.0 W	94.58	
110+90.45	N 10-18-17.4 W	25.40	
111+15.85	N 50-54-22.1 W	46.84	
111+62.69	N 29-37-53.2 W	56.66	
112+19.34	N 23-51-1.7 W	70.64	
112+89.98	N 31-45-34.1 W	16.80	
113+06.78	N 50-31-39.1 W	14.98	
113+21.76	N 65-33-21.8 W	32.87	
113+54.63	N 87-39-45.7 W	33.35	
113+87.98	S 80-54-35.0 W	17.22	
114+05.20	S 63-26-5.8 W	44.10	
114+49.30	S 44-7-6.9 W	31.26	
114+80.56	S 33-56-36.9 W	42.63	
115+23.19	S 68-11-54.9 W	10.99	Pt Sal Beach Rd
115+34.18	N 63-26-5.8 W	12.17	
115+46.34	N 40-36-4.7 W	12.54	
115+58.88	N 27-30-43.2 W	36.81	
115+95.69	N 17-26-49.9 W	49.90	
116+45.59	N 10-18-17.4 W	53.23	
116+98.82	N 15-56-43.4 W	71.79	
117+70.61	N 8-7-48.4 W	48.09	
118+18.70			

118+50.75	N 17-16-53.4 W	32.05
119+29.56	N 28-20-3.3 W	78.81
120+11.91	N 22-19-43.2 W	82.35
120+47.18	N 33-59-47.3 W	35.27
120+87.99	N 23-34-28.9 W	40.81
121+09.11	N 14-55-53.1 W	21.12
121+62.97	N 24-37-24.8 W	53.87
121+99.00	N 17-34-47.5 W	36.03
123+96.51	N 24-37-24.8 W	197.51
124+43.67	N 28-24-45.6 W	47.17
125+42.35	N 23-33-41.6 W	98.68
125+78.04	N 30-57-49.5 W	35.69
126+06.52	N 49-50-38.4 W	28.48
126+37.66	N 31-36-27.0 W	31.14
126+49.24	N 49-45-49.1 W	11.58
126+83.25	N 73-44-23.3 W	34.01
127+91.65	N 66-6-57.1 W	108.40

End - VAFB West Boundary

**EXHIBIT B—  
MAP OF PREMISES**

The map or maps attached as this Exhibit B show the Premises.



**EXHIBIT C**  
**(PCR)**

REQUEST FOR ENVIRONMENTAL IMPACT ANALYSIS			Report Control Symbol RCS:				
INSTRUCTIONS: Section I to be completed by Proponent; Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate item number(s).							
SECTION I - PROPONENT INFORMATION							
1. TO (Environmental Planning Function)		2. FROM (Proponent organization and functional address symbol)			2a. TELEPHONE NO.		
3. TITLE OF PROPOSED ACTION							
4. PURPOSE AND NEED FOR ACTION (Identify decision to be made and need data)							
5. DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES (DOPAA) (Provide sufficient details for evaluation of the total action.)							
6. PROPONENT APPROVAL (Name and Grade)		6a. SIGNATURE			6b. DATE		
SECTION II - PRELIMINARY ENVIRONMENTAL SURVEY. (Check appropriate box and describe potential environmental effects including cumulative effects.) (+ = positive effect; 0 = no effect; - = adverse effect; U = unknown effect).				+	0	-	U
7. AIR INSTALLATION COMPATIBLE USE ZONE/LAND USE (Noise, accident potential, encroachment, etc.)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. AIR QUALITY (Emissions, attainment status, state implementation plan, etc.)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. WATER RESOURCES (Quality, quantity, source, etc.)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. SAFETY AND OCCUPATIONAL HEALTH (Asbestos/radiation/chemical exposure, explosives safety quantity-distance, bird/wildlife aircraft hazard, etc.)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. HAZARDOUS MATERIALS/WASTE (Use/storage/generation, solid waste, etc.)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. BIOLOGICAL RESOURCES (Wetlands/floodplains, threatened or endangered species, etc.)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. CULTURAL RESOURCES (Native American burial sites, archaeological, historical, etc.)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. GEOLOGY AND SOILS (Topography, minerals, geothermal, Installation Restoration Program, seismicity, etc.)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. SOCIOECONOMIC (Employment/population projections, school and local fiscal impacts, etc.)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. OTHER (Potential impacts not addressed above.)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION III - ENVIRONMENTAL ANALYSIS DETERMINATION							
17. <input type="checkbox"/> PROPOSED ACTION QUALIFIES FOR CATEGORICAL EXCLUSION (CATEX) # _____; OR							
<input type="checkbox"/> PROPOSED ACTION DOES NOT QUALIFY FOR A CATEX; FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.							
18. REMARKS							
19. ENVIRONMENTAL PLANNING FUNCTION CERTIFICATION (Name and Grade)				19a. SIGNATURE		19b. DATE	

**EXHIBIT D**  
**(AF Form 332; AF Form 813)**

**BASE CIVIL ENGINEER WORK REQUEST**

Form Approved  
OMB No. 0704-0143

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0143), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send your completed form to HQ AFESC/CEMS.

<b>SECTION I - TO BE COMPLETED BY REQUESTER</b>								
1. FROM (Organization)	2. OFFICE SYMBOL	3. DATE OF REQUEST	4. WORK REQUEST NO. (For SCE Use)					
5. NAME AND PHONE NO. OF REQUESTER		6. REQUIRED COMPLETION DATE	7. BUILDING, FACILITY OR STREET ADDRESS WHERE WORK IS TO BE ACCOMPLISHED					
8. DESCRIPTION OF WORK TO BE ACCOMPLISHED (Include Sketch or Plan, when appropriate)								
9. BRIEF JUSTIFICATION FOR WORK TO BE ACCOMPLISHED (Not required for maintenance and repair)								
10. DONATED RESOURCES								
<table border="1"> <tr> <td>FUNDS</td> <td>LABOR</td> <td>MATERIAL</td> <td>CONTRACT BY REQUESTER</td> <td>NONE</td> </tr> </table>		FUNDS	LABOR	MATERIAL	CONTRACT BY REQUESTER	NONE		
FUNDS	LABOR	MATERIAL	CONTRACT BY REQUESTER	NONE				
11. NAME OF REQUESTER		12. GRADE OF REQUESTER	13. SIGNATURE OF REQUESTER (Use Reverse of Form)					
14. COORDINATION								
<b>SECTION II - FOR BASE CIVIL ENGINEER USE</b>								
15. WORK ORDER (Place an "X" in the appropriate box.)								
IN-SERVICE		SELF-HELP		CONTRACT				
				SABER				
16. DIRECT SCHEDULED WORK (Place an "X" in the appropriate box.)								
EMERGENCY		URGENT		ROUTINE				
				SELF-HELP				
				M/C				
17. SELF-HELP (Place an "X" in the appropriate box.)								
BRIEFING REQUIRED		ADEQUATE COORDINATION		INSPECTION REQUIRED				
<b>SECTION III - COMPLETE ONLY IF WORK IS TO BE ACCOMPLISHED BY WORK ORDER</b>								
18. WORK CLASS		19. PRIORITY		20. ESTIMATED HOURS				
				21. ESTIMATED FUNDED COST				
				22. ESTIMATED TOTAL COST				
23. THERE IS NO NEED FOR AN ENVIRONMENTAL ASSESSMENT (AFR 19-2)		24. A WRITTEN ASSESSMENT IS BEING/HAS BEEN PROCESSED		25. APPROVED				
				26. DISAPPROVED				
27. REMARKS								
<b>SECTION IV - APPROVING AUTHORITY</b>								
28. NAME AND GRADE (Please Type or Print)			29. SIGNATURE	30. DATE				





# News Release



## *Vandenberg Air Force Base*

Public Affairs

30th Space Wing

747 Nebraska Ave, Ste.

Vandenberg AFB, CA 93437

Launch Update/Rumor Control Line 606-1857

Phone: (805) 606-3595 Fax: 606-8303

After Hours Contact

(805) 606-9961

Vandenberg web site

[www.vandenberg.af.mil](http://www.vandenberg.af.mil)

April 4, 2008

Release No. 03-0404

### **VANDENBERG AFB OFFICIALS OFFER INTERIM POINT SAL AGREEMENT**

**VANDENBERG AIR FORCE BASE, Calif.** – Vandenberg officials provided county representatives an interim agreement today that will allow public access through Vandenberg Air Force Base to County property adjacent to Point Sal State Beach.

“We have gone to great lengths to draw up a proposal that meets both the local community’s desire for beach access and the Air Force’s need for safety and security,” said Colonel Tanous. “We explored several options and have an interim agreement that is a reasonable compromise.”

Public access to Point Sal State Beach has been a concern since the 1998 El Nino rains virtually destroyed the access road, forcing County officials to close to automobile traffic the portion of the road a few miles north of the base boundary. In January of 2007 base officials determined the continuing degradation of the road was a serious safety concern for hikers as well as a security vulnerability for the base; therefore, base officials formally restricted access through base property.

Understanding the community’s desire for access, and the Wing’s desire to ensure safety and security, the 30th Space Wing assembled a team to develop a proposal for solving the access issue while the underlying ownership question is being resolved.

“Our desire is to partner with the County in such a way that allows safe public pedestrian access while safeguarding the important mission on North Vandenberg,” the wing commander said. Col Tanous continued, “we feel confident this agreement meets both those goals.”

The agreement outlines requirements for both the base and county that promotes safe day-to-day pedestrian access to the beach from sunrise to sunset. VAFB retains the right, to limit access and clear the area during missile launches or increased force protection posture situations to ensure public safety and base security.

“Our ongoing, positive relationship with our community partners is very important. We are also charged with ensuring security of the base,” Colonel Tanous stated. “Our team has proposed a solution that allows access without compromising safety and security. I look forward to continuing our work with county officials as we implement this interim agreement and develop a long-term solution.” he concluded.

