

**SANTA BARBARA COUNTY
AGENDA BOARD LETTER**



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

Agenda Number:

Prepared on: May 2, 2005
Department: General Services
Department No.: 063
Agenda Date: May 17, 2005
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Tom Alvarez, Director
General Services Department

STAFF

CONTACT: Ronn Carlentine, SR/WA (568-3078)
Real Estate Services Office

SUBJECT: Vandenberg Air Force Base Evacuation Agreement
No. DACA09-2-03-0077, (Tract Nos. 419, 420, 421, and 425)
Fourth Supervisorial District

Recommendation(s):

That the Board of Supervisors execute the Evacuation Agreement No. DACA09-2-03-0077, in triplicate, between the County of Santa Barbara and the United States of America to implement range safety procedures for the County-owned property known as APNS: 113-160-008,-011,-013 & -014, adjacent to the Northerly boundary of Vandenberg Air Force Base (VAFB), California, in order to provide for safety to person(s) on the land adjoining to the Base.

Alignment with Board Strategic Plan:

The recommendation is primarily aligned with Goal No. 2. A Safe and Healthy Community in Which to Live, Work, and Visit.

Executive Summary and Discussion:

The United States of America, acting through the Department of the Army, desires to renew its implementation of range safety procedures at VAFB on private and public land adjoining or adjacent to VAFB. The Evacuation Agreement allows the federal government to order the evacuation of land currently owned by the County of Santa Barbara which affects the above reference properties, all of which are located

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in the Point Sal State Beach area. The evacuation is for intermittent periods of time which shall not exceed 12 consecutive hours for each period, provided a 24-hour prior notice is given to the County. These Evacuation Agreements are essentially the same as the evacuation agreements the County entered into when the County acquired the properties in 1993.

The term of the Evacuation Agreement is from October 1, 2004 through September 30, 2005, and will continue thereafter from year-to-year until September 30, 2009. The federal government may terminate the Agreement at any time by giving the County 90 days notice in writing.

Since October 1, 1998, to September 30 2003, VAFB has notified the Real Estate Services Office, in writing, more than twenty notification letters and only exercised its right to evacuate the subject properties 4 times; July 29, 1999, September 1, 2000, November 13, 2002, and September 25, 2003.

Mandates and Service Levels:

No change in County programs or service levels.

Fiscal and Facilities Impacts:

No net County cost is associated with this recommendation.

Under the Evacuation Agreement No. DACA09-2-03-0077, the County will be paid \$2,700 per annum or prorata amount for fractional period of use. These periodical funds will be deposited into Program 1207 and be used to property manage and monitor this activity.

Special Instructions:

After Board action, distribute as follows:

- | | | |
|----|--|---|
| 1. | Original Documents in
Triplicate and Minute Order | Support Services, Attn: Ronn Carlentine |
| 2. | Copy of Document | Clerk of the Board Files |
| 3. | Copy of Document | Risk Management, Attn: Ray Aromatorio |
| 4. | Copy of Document | Parks, Attn: Michael Gibson |

Real Estate Services Office will send the agreements to VAFB for final execution. Once VAFB executes the originals and returns the fully executed duplicate original back to our office, our office will provide the Clerk of the Board with that original.

DEPARTMENT OF THE AIR FORCE
VANDENBERG AIR FORCE BASE
SANTA BARBARA COUNTY, CALIFORNIA

Agreement No. DACA09-2-03-0077
Vandenberg Air Force Base, CA
Tract No. 419, 420, 421, 425

THIS AGREEMENT, made and entered into as of October 1, 2003 through September 30, 2008, by and between the County of Santa Barbara, State of California, whose interest in the real property hereinafter described referred to as that of owner in fee simple, for itself, its administrators, executors, successors, and assignees, hereinafter referred to as "Grantor" and the UNITED STATES OF AMERICA, hereinafter referred to as the "Government".

WITNESSETH THAT:

WHEREAS, the Government is maintaining and operating a military installation, including but not limited to missile testing at Vandenberg Air Force Base, California, and has determined that it is necessary to continue range safety procedures at said Air Force Base in order to provide for safety to person on the land adjoining or adjacent to said base.

NOW THEREFORE, the parties hereto, for the consideration hereinafter set forth, covenant and agree as follows:

- (a) That Grantor hereby grants to the Government the following rights:
 - (1) The right to require the Grantor, its employees, lessees, and any other person or persons occupying or using said land by permission or knowledge of the Grantor to vacate said land for intermittent periods, which shall not exceed twelve (12) consecutive hours for each period, provided for the Government shall give to said Grantor and other authorized persons no less than twenty-four (24) hours prior notice of the necessity to vacate said land.
 - (2) The right of the Installation Commander of Vandenberg Air Force Base, California, or his duly authorized representative, to notify the Grantor and such other persons of the duration of each period that said land is to remain unoccupied by the Grantor, its employees, lessees, and other person or persons occupying or using said land by permission or knowledge of the owners, except that their livestock may remain on the land during each vacation period.
 - (3) The right to enter upon and pass through said land to give notice of evacuation and to assure that all human beings have vacated said land.
 - (4) The right to prohibit the Grantor, its executors, administrators, successors, and assigns from taking affirmative action to substantially change the present uses of said land.

(5) The right to require the Grantor, its executors, administrators, successors, and assigns to give the Government three (3) months notice, in writing of any intention to enter into any contract or agreement for either residential, commercial, or industrial subdivision of all or any part of said land, addressed to the District Engineers, United States Air Force, Attn: 30 CES/CECBR, 1172 Iceland Avenue, Bldg. 11432, Vandenberg AFB, CA 93437-6011.

(b) That the term of this agreement shall be October 1, 2004 through September 30, 2005, provided that unless and until the Government shall give notice of termination in accordance with provision (d) hereof, this agreement shall remain in force thereafter from year-to-year without further notice, provided further that adequate appropriations are available from year-to-year for the payment of rentals; and provided this agreement shall in no event extend beyond September 30, 2009.

(c) That monetary consideration to be paid by the Government to the Grantor shall be at the following rate:

To the Grantor the sum of TWO THOUSAND, SEVEN HUNDRED DOLLARS, AND ZERO CENTS (\$2,700.00) per annum or pro rata amount for fractional period use thereof.

Payment shall be made at the end of each fiscal year by the Disbursing Officer, 30 CES/CER, 1172 Iceland Avenue, Vandenberg Air Force Base, California.

(d) The Government may terminate this agreement at any time by giving ninety (90) days notice, in writing, to the Grantor. No payment shall accrue after the effective date of termination.

(e) That any notice under the terms of this agreement shall be in writing, signed by a duly authorized representative of the party giving such notice and if it is given by the Government, it shall be addressed to the Grantor at the County of Santa Barbara, General Services Department, Facilities Services, 1100 Anacapa Street, Stop 5, Santa Barbara, California 93101-6065. If notice is given by the Grantor, it shall be addressed to the Commander, 30 CES/CECBR, 1172 Iceland Avenue, Bldg. 11432, Vandenberg AFB, California 93437-6011.

(f) That nothing contained herein shall be construed to be a waiver or release of the Government from any liability for loss or damages to buildings, improvements, growing crops, livestock or other personal property located on the land, which loss or damage may be caused by activities or negligence of the Government, its employee, or its agent(s). Written notice of any such loss or damage to any such buildings, improvements, growing crops, livestock or other personal property shall be given to the Government within thirty (30) days after knowledge of such loss and shall be directed to the Government as stated in provision (e) above.

(g) That the land covered by this agreement consists of 129.52 acres. The land is identified as Tract 419, 420, 421 and 425 and is more particularly described as follows:

Lot 5, Tract 419 and Lot 6, Tract 420, 421, 425, Section 35, Township 10 North, Range 36 West, San Bernardino Meridian, in the Count of Santa Barbara, California

Tract 419

73.21 Acres more or less, Open Space; Fair Market Rental Value. Owner: County of Santa Barbara. Fair Market Value; \$800.00 per year for this parcel.

Tract 420

2.30 Acres more or less, Open Space; Fair Market Rental Value. Owner: County of Santa Barbara. Fair Market Value; \$700.00 per year for this parcel.

Tract 421

2.82 Acres more or less, Open Space; Fair Market Rental Value. Owner: County of Santa Barbara. Fair Market Value; \$700.00 per year for this parcel.

Tract 425

51.19 Acres more or less, Open Space; Fair Market Rental Value. Owner: County of Santa Barbara. Fair Market Value; \$700.00 per year for this parcel.

- (h) That the Grantor hereby warrants no person or selling agency has been employed or retained to solicit or secure this agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the consideration the full amount of such commission, percentage, brokerage, or contingent fee.

That no member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Project: Evacuation Agreement
DACA09-2-03-0077
Vandenberg Air Force Base, CA
Tract No.: 419, 420, 421, 425
Folio: 002955

IN WITNESS WHEREOF, Government and Grantor have executed this Agreement to be effective on the date executed by Government.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO FORM
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____

By: _____

APPROVED:

APPROVED:

Ronn Carlentine, SR/WA
Real Property Manager

Stephan D. Underwood
Chief Assistant County Counsel

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, _____, by
authority of the Secretary of the Air Force.

UNITED STATES AIR FORCE

By: _____
FRANK GALLEGOS
Colonel, USAF
Commander, 30th Space Wing