




COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C29

For the meeting of: June 5, 2018

Date: May 17, 2018

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

SUBJECT: License Agreement Between The County of Humboldt and the United States Coast Guard HSCG89-18-3-0062

RECOMMENDATION(S): That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to execute the attached license agreement, in duplicate, with United States Coast Guard.
2. Direct the Clerk of the Board to return the executed license agreement, in duplicate, to the Public Works Land Use Division for transmittal to United States Coast Guard.

SOURCE OF FUNDING: N/A

DISCUSSION: United States Coast Guard (USCG) occupies twelve point three (12.3) acres of deeded land, referenced as Humboldt County Assessor's Parcel Number 511-351-010, which is surrounded by The California Redwood Coast-Humboldt County Airport (Airport) property. USCG has occupied and improved this property since 1966. USCG has provided search and rescue services to the region during this time. The USCG

 Prepared by Jared James Fisher, Real Property Agent  CAO Approval 

REVIEW: Auditor _____ County Counsel _____ Human Resources _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Wilson Seconded by Supervisor Bass
Ayes Bass, Fennell, Sundberg, Bohn, Wilson
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-3

Meeting of: 02/03/2015

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 6/5/18
By: 
Kathy Hayes, Clerk of the Board

property requires vehicular access to the airport runway. A license agreement (HSCG89-15-3-0040) previously used to grant this access has expired and USCG wishes to enter into an agreement which covers the time from the expiration date of the previous agreement through December 4, 2022.

The Department of Public Works wishes to continue providing documented access for USCG to the airport runway 1-19, which in turn provides unimpeded services from USCG to the region. Staff is recommending approval of the license agreement.

FINANCIAL IMPACT:

The license agreement will not generate revenue to the Aviation Enterprise Fund. There is no monetary value attached to the search and rescue service provided by USCG to the region. There is no impact on the General Fund.

The requested action conforms to the Board of Supervisors' core role to create opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

United States Coast Guard

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may deny approval of this license agreement. Failure to secure this license agreement between the USCG and county could negatively impact the region's search and rescue service provided by USCG.

ATTACHMENTS:

License agreement between the County of Humboldt and United States Coast Guard, in duplicate.

LICENSE AGREEMENT
HSCG89-18-3-0062
BETWEEN
COUNTY OF HUMBOLDT
AND UNITED STATES COAST GUARD

This license is made and entered into this date by and between the **County of Humboldt**, a political subdivision of the State of California, acting through the **California Redwood Coast-Humboldt County Airport (ACV)**, 1106 2nd Street, Eureka, California 95501, hereinafter called the **Licensor**, and the **United States Coast Guard, Civil Engineering Unit Oakland, Product Line, Asset Line Management Branch, Planning and Real Property Section**, 1301 Clay Street, Suite 700N, Oakland, California 94612-5203, hereinafter called the **Government**. Coast Guard enters into this License under Authority 14 U.S. Code §92. Licensor's interest in the property hereafter described is that of owner.

WITNESSETH

The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. Purpose:

Licensor hereby licenses to Government the non-exclusive use of those certain premises situated at the California Redwood Coast-Humboldt County Airport in McKinleyville, California, which are further described in Paragraph 2, for the purpose of conducting air operations related to Government's primary mission of search and rescue.

2. Description and Location of Premises:

The premises consists of a paved access ramp that extends from the apron area of the southeast side of the Coast Guard Humboldt Bay Air Station, located at 1001 Lycoming Avenue, McKinleyville, California, to California Redwood Coast-Humboldt County Airport Runway 1-19, as depicted on Exhibit "A", attached hereto and made a part hereof. The access ramp is approximately 50 feet by 380 feet.

3. Use of Premises:

Government is authorized to use the premises for ingress and egress to the airport and for conducting air operations. Government is also authorized to perform repairs and repaving work to the access ramp, the extent of which may be determined by Government. All work will be approved by Humboldt County; such approval not to be unreasonably delayed. Use of the premises shall be coordinated with the Local Licensor Representative identified in Paragraph 8. The Government is not obligated to make repairs. No permanent interest in the real property subject to this license shall vest in Government.

4. Access:

Licensor hereby grants to the Government, its contractors, agents, and other duly assigned personnel, the right of ingress and egress (including, but not limited to, vehicular and pedestrian), with necessary equipment, to the premises and all other areas under Licensor's control, access to which is necessary to accomplish the purpose of use, maintenance, and repair of the premises.

5. Rent:

Government shall have the use of the premises without cost. Use of the property is beneficial to the general public.

6. Term:

The term of this license shall be for six (6) years, commencing on December 5, 2016 and ending on December 4, 2022, or until an easement is issued, whichever occurs first.

7. Right of Renewal:

None.

8. Designation of Local Representatives:

The following persons are designated as the primary local points of contact for day-to-day issues relating to access, operations, and maintenance of the premises.

Local Licensor Representative:

Airports Manager or their Designee
California Redwood Coast-Humboldt County Airport
McKinleyville, California 95519
(707) 445-7409

Principle Government Representative:

Facilities Engineering Officer
U.S. Coast Guard, Sector Humboldt Bay
1001 Lycoming Avenue
McKinleyville, California 95519
(707) 839-6118

9. License Administration and Notice:

- a. The following office will handle the Licensor's administration of the subject license:

California Redwood Coast-Humboldt County Airport
Attn: Airport Manager
1106 2nd Street
Eureka, California 95501
(707) 445-7409

- b. The Government's administration of the subject license will be carried out by the following office:

U.S. Coast Guard
Commanding Officer, Civil Engineering Unit Oakland
Product Line, Asset Line Management Branch
Planning and Real Estate Section
1301 Clay Street, Suite 700N
Oakland, California 94612-5203
(510) 637-5527

- c. All correspondence and notices to be given pursuant to this license shall be addressed to the appropriate address in this paragraph. Notice shall be deemed to have been duly given

if and when enclosed in a properly sealed and addressed envelope, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

GENERAL PROVISIONS

10. Assignment:

Government shall not assign this License and will not permit the use of said premises by anyone other than the Government and its agents and representatives.

11. Compliance with Law:

Notwithstanding any other provision in this license to the contrary, Government, at its sole cost, shall comply with all applicable laws, statutes, ordinances, regulations, rules, and other governmental requirements (hereinafter called "Laws"), in performing or observing its obligations under this license. The provisions of this Section shall not supersede, but shall be in addition to, any other provisions in this license, which impose a higher standard of care or duty by Government.

12. Disputes:

- a. This license is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- b. Except as provided in the Act, all disputes arising under or relating to this license shall be resolved under this clause.
- c. "Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of license terms, or other relief arising under or relating to this license. However, a written demand or written assertion by Licensor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. (1) A claim by Licensor shall be made in writing and, unless otherwise stated in this license, submitted with six (6) years after accrual of the claim to the Contracting Officer for a written decision. A claim by Government against Licensor shall be subject to a written decision by the Contracting officer.
(2) (i) Licensor shall provide the certification specified in Paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
(iii) The certification shall state as follows: "I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Licensor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Licensor".

- (3) The certification may be executed by any person duly authorized to bind Licensor with respect to the claim.
- e. For Licensor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by Licensor, render a decision within sixty (60) days of the request. For Licensor-certified claims over \$100,000, the Contracting Officer must, within sixty (60) days, decide the claim or notify Licensor of the date by which the decision will be made.
 - f. The Contracting Officer's decision shall be final unless Licensor appeals or files a suit as provided in the Act.
 - g. If the claim by Licensor is submitted to the Contracting Officer or a claim by the Government is presented to Licensor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If Licensor refuses an offer for ADR, Licensor shall inform the Contracting Officer, in writing, of Licensor's specific reasons for rejecting the offer.
 - h. Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
 - i. Licensor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the license, and comply with any decision of the Contracting Officer.

13. Environmental Compliance:

Licensor and Government will comply with all applicable federal, state, and local environmental laws, and regulations including but not limited to, the National Environmental Policy Act, the National Historic Preservation Act, Resource Conservation and Recovery Act, and Comprehensive Environmental Response, Compensation, and Liability Act.

14. Governing Law and Regulations:

Government covenants and agrees to use the premises in accordance with all applicable federal, state and local laws, regulations, directives, and orders, including those issued by Licensor or Local Licensor Representative.

15. Hazardous Materials:

- a. Government shall not bring onto the premises any hazardous material or substances without the express written consent of Licensor.
- b. Government shall fully and promptly comply with all applicable federal, state and local environmental laws, regulations, ordinances, administrative and judicial orders and other requirements in every aspect relating to the use of the premises, including, if any generation, recycling, reuse, sale, storage, handling, transportation, release and disposal of any hazardous materials.

16. Indemnification:

Government, in the manner and to the extent provided by the Federal Tort Claims Act (28 USC Sections 2671-2680, as amended) shall be liable for, and shall hold Licensor harmless from, claims for damage or loss of property, personal injury or death caused by the acts or omissions of Government, its officers, employees and agents in the use of the licensed premises.

17. Insurance:

Government is a self-insured entity and as such is not required to provide Licensor with any certificate of insurance or notice of renewal, termination, cancellation, expiration or alteration of insurance policy.

18. Mutual Authority:

Licensor and Government represent and warrant to each other that they have full right, power and authority to enter into this license without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. Furthermore, the signatories on behalf of Licensor and Government further represent and warrant that they have full right, power and authority to act for and on behalf of Licensor and Government in entering into this license.

19. Officials not to Benefit:

No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this license or any benefit to arise therefrom, but this provision shall not be construed to extend to this license if made with a corporation whose membership includes a member or delegate to Congress or Resident Commissioner, who indirectly receives a general benefit from this license.

20. Risk of Loss:

Government shall bear the risk of loss for any portion of Government's equipment placed upon the premises by Government in the event equipment is damaged or destroyed, in whole or in part for any reason other than the negligent conduct of Licensor.

21. Severability:

If any term or provision of this license is held invalid or unenforceable, the remainder of this license shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

22. Successors Bound:

The license shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

23. Taxes and Assessments:

Government is not responsible for or liable for the payment of any real property taxes, personal tax, or assessments levied or assessed upon or against the licensed premises.

24. Waiver:

No delays or omissions by either party to exercise any right or power are to be construed as a waiver.

25. Anti-Deficiency Act (31 USC § 1341, as amended):

All requirements set forth in the license requiring expenditure of Coast Guard funds are expressly subject to the availability of appropriations and the requirements of the Anti-deficiency Act (31 USC § 1341, as amended). No obligation undertaken by the Coast Guard or the Department of Homeland Security under the terms of this license shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose.

26. Ownership of Improvements:

The Government shall not make improvements.

27. Termination:

Government may terminate this license at any time by giving thirty (30) days written notice to Licensor at the above address. Said notice shall be computed commencing with the day after the date of mailing.

28. Other liability:

Licensor will be responsible for repairs to the premises resulting from damages made by Licensor.

29. Notification of Terms:

Licensee shall notify all of its officers, employees, contractors, agents, or guests who will use the facility of the terms of this license and that they are required to comply with all applicable terms of this license if they enter the installation.

30. Attachments:

The following are attached and made a part hereof:

Exhibit "A" – Area Map

31. Entire Agreement:

This agreement, with attachments, constitutes the entire agreement between parties with respect to the subject matter contained herein. Any prior understanding or representation of any kind, which precedes the date of this license, is not binding on either party.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date indicated below.

COUNTY OF HUMBOLDT

UNITED STATES COAST GUARD

By: 

By: _____

Name: Ryan Sundberg

Name: David E. Brumley

Title: Chair, Board of Supervisors

Title: Real Estate Contracting Officer
U.S. Coast Guard

Date: 6/5/18

Date: _____

Exhibit "A"
Sheet 1 - Area Map



Exhibit "A"
Sheet 2 - Location Detail

