

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT

DATE

NO. 0001

TO LEASE NO. HSCG89-14-1-0089

PREMISES: WA HOLY CROSS COMMUNICATION SITE

THIS AGREEMENT, made and entered into this date by and between

Whose address is Pacific County - Attn: Joe Camenzind  
P.O. Box 66  
South Bend, Washington 98586

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 1 September 2014 as follows:

AMENDMENT: Changes PARA 26. LEASE ADMINISTRATION: THE FOLLOWING OFFICE SHALL ADMINISTER THIS LEASE

Delete: Article 26 LEASE ADMINISTRATION: Commanding Officer  
Civil Engineering Office Oakland  
1301 Clay St., Suite 700 N  
Oakland, CA 94612-5203

Insert: Article 26 LEASE ADMINISTRATION Commanding Officer  
United States Coast Guard  
Civil Engineering Unit Oakland (CEUC)  
Chief Planning and Real Property  
1301 Clay Street, Suite 700 N  
Oakland, CA 94612  
(510) 637-5534

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Pacific County

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Phone number is required)

EMAIL ADDRESS: \_\_\_\_\_

IN PRESENCE OF

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

UNITED STATES OF AMERICA

Mr. David E. Brumley  
Real Estate Contracting Officer  
Chief, Civil Engineering Unit Oakland  
United States Coast Guard

BY \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Official Use)

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\_\_\_\_\_  
(Signature) (Title)  
\_\_\_\_\_  
(Print name) (Phone number is required)

EMAIL ADDRESS \_\_\_\_\_

IN PRESENCE OF

\_\_\_\_\_  
(Signature) (Title)

UNITED STATES OF AMERICA

Mr. David E. Brumley  
Real Estate Contracting Officer  
Chief, Civil Engineering Unit Oakland  
United States Coast Guard

BY \_\_\_\_\_  
(Signature) (Official Use)

**U. S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE May 02, 2014	LEASE NO. HSCC89-14-1-0089
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**PURPOSE.** Pursuant to specific Congressional appropriations and 14 U.S.C. 92(f), the statutory authority, the parties understand that the sole purpose of this lease is to secure for the United States a lease for use of and access to Holy Cross Communication site near South Bend, Washington to maintain uninterrupted search and rescue communication equipment.

**THEREFORE THIS LEASE,** made and entered into this date by and between Pacific County, Department of Public Works, whose address is P.O. Box 66, South Bend, Washington 98586, and whose interest in the property hereinafter described is that of owner ("LESSOR"), and the Commanding Officer, U.S. Coast Guard SILC, Product Line Division, Portfolio Management Branch, Oakland, California, on behalf of the UNITED STATES OF AMERICA, hereinafter called the ("Government"), for the consideration hereinafter mentioned.

**WITNESSETH:** The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. Lessor hereby leases to the Government the following described premises:

The premises are located at: Latitude: 46.695278 Longitude: -123.7725

Space in Lessor's Building for two 19-inch racks, shelf space for base station, approximately 12 sqft of wall and cabinet space for communication equipment, further described in Paragraph 7.

Space on the tower for three parabolic grid microwave grid antennas and a whip antenna.

To be used for: Holy Cross Communication Site

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on October 1, 2014 through September 30, 2015 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$14,694, in arrears ("Rent"), provided appropriations are granted by Congress. For each subsequent year of the Initial Term and for each year of any succeeding term(s), as applicable, the annual rent shall be increased by two percent (2%) over the annual rent for the immediately preceding year, provided appropriations are granted by Congress. Rent for less than one (1) year shall be prorated. Electronic (ACH) Rent payments shall be made payable to Lessor.

Accounting Data: 2/S/501/113/30/0/24/71113/2329 \$14,694 (Fiscal Year 2015)

4. The Government may terminate this lease at any time by giving at least thirty (30) days' notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following term: four (4), one (1) year successive renewal terms, provided notice is given in writing to the Lessor at least thirty (30) days before the end of the original lease and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government the following:
  - a. The right of ingress and egress over the adjacent property of the Lessor for the Government, its contractors or other duly authorized representatives, necessary or convenient for the maintenance, repair operation and replacement of Government equipment located on its leased premises.
  - b. Electrical Power as follows:
    - 1) 48 VDC floated on batteries with sufficient energy to provide a minimum of 24-hour reserve backup

- power to each rack.
- 2) 115 VAC to base station.
- 3) Power is to be backed up by an on-site generator.

c. Security:

- 1) Site security will be provided by an intrusion alarm to Pacific County Sheriff Department.
- 2) The outer perimeter gate will be locked with a chain and multiple locks.
- 3) A key box will be provided inside with a Government provided combination lock.

d. The Lessor shall notify the Government, in writing, within thirty (30) days of any:

- 1) Transfer of ownership of the described premises.
- 2) Change of payment or mailing address for ACH payments

7. EQUIPMENT AND FREQUENCIES: Government will install, operate, maintain, replace (in kind) the following equipment at the site:

a. Equipment:

- Two (2) 19-inch equipment racks.
- One (1) microwave radio TX-8.055GHz RX-8.235 GHz Harris Constellation 7.
- One (1) microwave radio TX-7.185GHz RX-7.635 GHz Harris Constellation 7.
- One (1) microwave radio TX-5.8A GHz RX-5.8A GHz Proxim Lynx, HD.
- One (1) VHF base station TX.RX channels 12, 16, 21, 29, 23, 81 Motorola.
- One (1) 6 foot solid microwave antenna at 115-foot tower elevation.
- One (1) 10 foot solid microwave antenna at 85-foot tower elevation.
- One (1) 6 foot solid microwave antenna at 110-foot tower elevation.
- One (1) VHF whip antenna.
- One (1) 6-foot solid microwave antenna at the 105-foot tower elevation.

b. Site Connections with Frequencies

	<u>Transmit Frequency</u>	<u>Received Frequency</u>
South Mountain	8.055 GHz	8.235 GHz
Radar Ridge/Naselle	7.185 GHz	7.635 GHz
Coast Guard Station Grays Harbor	2.4 GHz A Channels	2.4 GHz A Channels

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

- a. The General Clauses (GSA form 3517A as amended) - Amendment "A"
- b. Area Map Exhibit "A"
- c. Tower Diagram Exhibit "B"

9. SUCCESSORS BOUND: The Lease shall bind, and insure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

10. SUBLETTING/ASSIGNMENT: Government may not sublet or assign lease premises to without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

11. ENVIRONMENTAL PROTECTION: The Government is limited by Federal Law as to the assumption of liability for its acts or omissions. Within its legal limitations and appropriations, the Government agrees to the following: Government may not unlawfully pollute the air, ground or water, nor create a public nuisance. Lessee shall, at no cost to the Lessor, promptly comply with all applicable Federal, state, and local laws, regulations, and directives regulating the quality of the environment. This does not affect the Government's right

**22. PAYMENTS OF TAXES AND ASSESSMENTS:**

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

**23. ENTIRE AGREEMENT:** This Lease, with attachment, constitutes the only agreement between Lessor and Government. Any prior understanding or representation of any kind, which proceeded the date of this Lease, are not binding on either party, except to the extent the understandings are incorporated into this Lease.

**24. MUTUAL AUTHORITY:** Lessor and Government represent and warrant to each other that they have full right, power and authority to enter into this Lease 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 Lessor and Government further represent and warrant that they have full right, power and authority to act for and on behalf of Lessor and Government in entering into this lease.

**25. ATTORNEY FEES:** To the extent not in conflict with federal law, should any dispute arise between the parties hereto or their legal representatives, successors and assigns concerning any provision of this Lease or the rights and duties of any person in relation thereto, the party prevailing in such dispute shall be entitled, in addition to such other relief that may be granted, to recover reasonable attorneys' fees and legal costs in connection with such dispute as determined by the judgment or award of any court or tribunal of competent jurisdiction.

**26. LEASE ADMINISTRATION:**

The following office shall administer this Lease:  
Commanding Officer  
Civil Engineering Office Oakland  
1301 Clay Street, Suite 700N  
Oakland, CA 94612-5203

**LEASE PAYMENT:**

The following office shall process payment of this Lease:  
Commanding Officer  
USCG Finance Center c/o Leases  
P.O. Box 4109  
Chesapeake, VA 23327-4109

**27. TAX IDENTIFICATION:** Government regulations require a Lessor tax identification number (TIN/SSN). Lessor hereby certifies that the following TIN/SSN and telephone number are correct:

TIN/SSN: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
DUNS: \_\_\_\_\_  
Registered in SAM: \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_  
Date Signature

**28. PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT:**

**a. Method of Payment:**

1) All payments by the Government under this contract shall be made by electronic transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "AFT" refers to the funds transfer and may also include the payment information transfer.

2) In the event the Government is unable to release one or more payments by EFT, the Lessor agrees to either accept payment by check or some other mutually agreeable method of payment or request the Government extend the payment due date until such time as the Government can make payment by EFT (see paragraph (d) of this clause).

b. Lessor EFT information. The Government shall make payment to the Lessor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Lessor shall be responsible for providing the updated SAM database.

c. Mechanisms for EFT payment. The Government may make payments by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

d. Suspension of payment. If the Lessor EFT information in the SAM database is incorrect, then the Government need not make payment to the Lessor under this contract until correct EFT information is entered into the SAM

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database; and any invoice or contract financing request shall be deemed not to be proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

e. Lessor EFT arrangements. If the Lessor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Lessor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address is applicable) listed in the SAM database.

f. Liability for incomplete or erroneous transfer:

1) If an incomplete or erroneous transfer occurs because of Government used the Lessor's EFT information incorrectly, the Government remains responsible for making a correct payment, paying any prompt payment penalty due and recovering any erroneously directed funds.

2) If any incomplete or erroneous transfer occurs because the Lessor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and if funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Lessor is responsible for recovery of an erroneously directed funds or if the funds remain under the control of payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

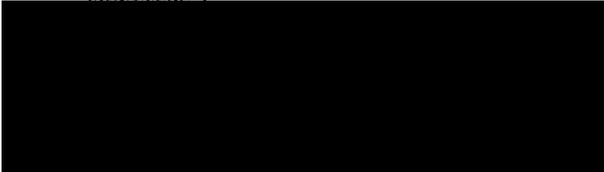
g. EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

h. EFT and assignment claims. If the Lessor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Lessor shall require as a condition of any such assignment, that the assignee shall register in the SAM database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Lessor. EFT information that shows the ultimate recipient of the transfer to be other than the Lessor, in the absence of proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

i. Liability for change to EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Lessor's financial agent.

j. Payment information. The payment or disbursing office shall forward to the Lessor available payment information that is suitable for transmission as of the date of release of EFT instruction to the Federal Reserve System. The Government may request the Lessor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

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

LESSOR	
SIGNATURE 	SIGNATURE
NAME OF SIGNER  	NAME OF SIGNER
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
UNITED STATES OF AMERICA	
	NAME OF SIGNER David E. Brumley
	OFFICIAL TITLE OF SIGNER Realty Specialist Contracting Officer United States Coast Guard

GENERAL CLAUSES  
(Simplified Leases)

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.
5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)  
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
6. The following clauses are incorporated by reference:
  - GSAR 552-203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)  
(Applicable to leases over \$100,000.)
  - GSAR 552-203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)  
(Applicable to leases over \$100,000.)
  - FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
  - FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,  
OR PROPOSED FOR DEBARMENT (JAN 2005)  
(Applicable to leases over \$25,000.)
  - FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)  
(Applicable to leases over \$500,000.)
  - FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)  
(Applicable to leases over \$500,000.)
  - GSAR 552.219-72 PREPARATION, SUBMISSION, AND NEGOTIATION OF  
SUBCONTRACTING PLANS (JUN 2005)  
(Applicable to leases over \$500,000 if solicitation requires submission of the  
subcontracting plan with initial offers.)
  - GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005)  
(Applicable to leases over \$500,000 if solicitation does not require  
subcontracting plan with initial offers.)

INITIALS

LESSOR

GOVERNMENT

GSA FORM 3517A PAGE 1 (REV 11/05)

FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (Applicable to leases over \$10,000.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Applicable to leases over \$10,000.)
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over \$25,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$10,000.)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over \$25,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (SEP 1999) (Applicable to leases over \$2,500.)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
FAR 52.233-1	DISPUTES (JUL 2002)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$500,000.)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

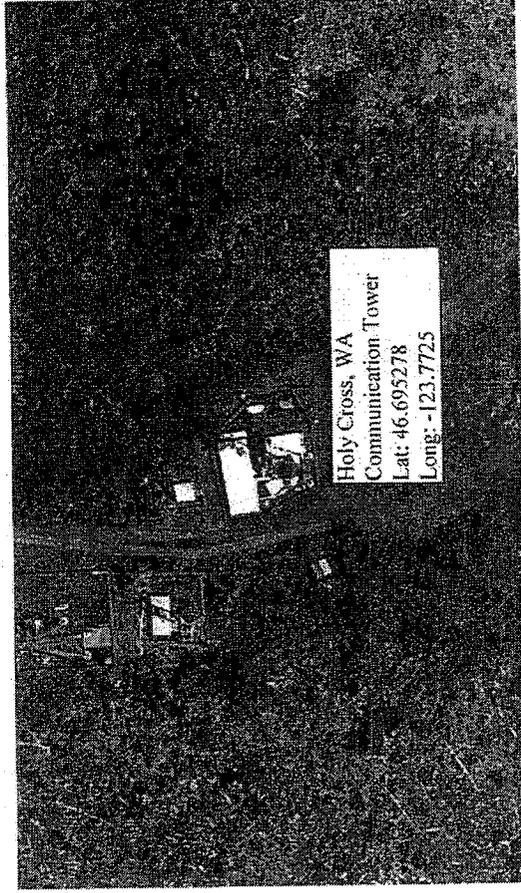
INITIALS

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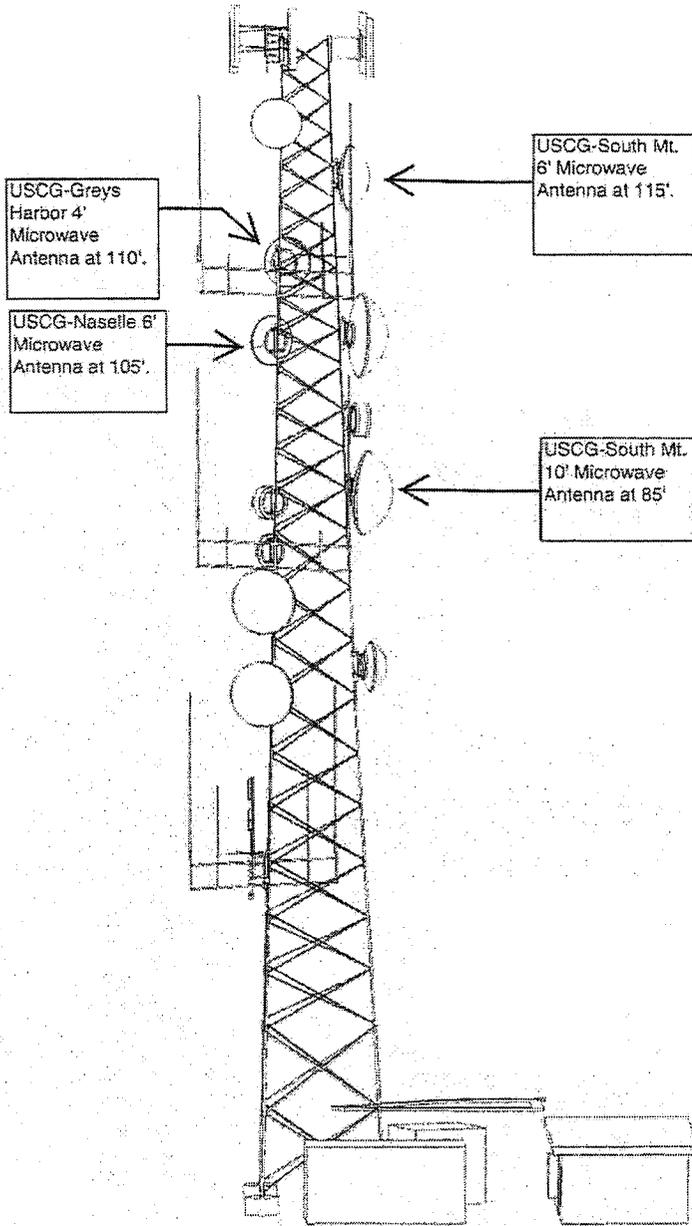
GSA FORM 3517A PAGE 2 (REV 11/05)

Holy Cross Communication Site Lease  
HSCG89-14-1-0089



Lease Number: HSCG89-14-1-0089  
Exhibit "A"

Holy Cross Tower



Lease Number: HSCG 89-14-1-0089  
Exhibit "B"