



AGENDA ITEM NO.
C-18

COUNTY OF HUMBOLDT

For the meeting of: 06/14/2016

Date: 06/02/2016
To: Board of Supervisors
From: Thomas K. Mattson, Public Works Director

SUBJECT: UNITED STATES COAST GUARD LEASE NO. HSCG89-16-1-0056 FOR HANGAR 15 AT THE CALIFORNIA REDWOOD COAST - HUMBOLDT COUNTY AIRPORT (4/5 VOTE REQUIRED)

RECOMMENDATION(S): That the Board of Supervisors by a 4/5's vote:

1. Approves and authorizes the Chairman to execute the attached Lease No. HSCG89-16-1-0056, in triplicate, with the United States Coast Guard (USCG).
2. Directs the Clerk of the Board to return the three (3) executed leases to the Land Use Division for further processing.

SOURCE OF FUNDING: Revenue to the Aviation Enterprise Fund

DISCUSSION: The USCG has requested a lease with the County for T-hangar #15 at the California Redwood Coast- Humboldt County Airport (ACV) for storage of a thirty-one (31) foot long aircraft retrieval trailer. The Commandant of the Coast Guard has statutory authority to establish storage facilities in support of the Coast Guard operations, pursuant to 14 U.S.C. §93. It is by this jurisdiction that this lease with an exception to the T-hangars' intended use, aircraft storage, is being requested.

Prepared by Erin D. Damm, Real Property Agent

CAO Approval

Karen Clower

REVIEW:

Auditor *MSM* County Counsel _____ Human Resources _____ Other _____

TYPE OF ITEM:

Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Sundberg*
Ayes *Sundberg, Fennell, Lovelace, Bohn*
Abstain _____
Absent *Bass*

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

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

Dated: *June 14, 2016*

By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

The T-hangar building where hangar #15 is located normally rents at the rate published on the County Fee Schedule (currently \$400.00/ month). Annually, the Fee Schedule hangar rental rate is adjusted by increases to the Consumer's Price Index (CPI) and lessee's rent due is administratively adjusted. This lease with the USCG is written with three percent (3%) annualized increases to the monthly rent rate, rounded to the nearest fifty cents, to accommodate the CPI increases normally adjusted administratively. This lease has a termination date of May 31, 2021, inclusive of all optional renewal terms.

This lease has been provided by the USCG and is the United States Government's standard lease format. This lease does not include Risk Management's standard insurance requirements, as they are not typical for the United States Government's standard agreements or amendments. This lease also does not include a Nuclear Free provision, as the United States Government will not modify its standard agreements or amend them to accommodate the County's local ordinance.

FINANCIAL IMPACT: If approved, this lease will generate revenue totaling \$25,816.67 to the Aviation Enterprise Fund over the next five years, as shown in the following table.

Term	Monthly Rent	Total
June 14, 2016 through June 30, 2016	\$226.67 (prorated)	\$226.67
July 1, 2016 through September 30, 2016	\$400.00	\$1,200.00
October 1, 2016 through September 30, 2017	\$412.00	\$4,944.00
October 1, 2017 through September 30, 2018	\$424.50	\$5,094.00
October 1, 2018 through September 30, 2019	\$437.00	\$5,244.00
October 1, 2019 through September 30, 2020	\$450.00	\$5,400.00
October 1, 2020 through May 31, 2021	\$463.50	\$3,708.00
		\$25,816.67

This item conforms to the Board of Supervisors' Core Role of creating opportunities for improved safety and health. Staff requests that your Board approves and authorizes the Chairperson to execute this lease, in triplicate.

OTHER AGENCY INVOLVEMENT: None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

1. To not execute the lease, which is not recommended due to the United States Coast Guard's long standing relationship with the local community and the statutory authority for the Commandant to establish such a lease.

ATTACHMENTS:

1. United States Government Lease for Real Property Lease No. HSCG89-16-1-0056, in triplicate.

ATTACHMENT 1.

United States Government Lease for Real Property Lease No. HSCG89-16-1-0056, in triplicate.

U. S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 14 June 2016	LEASE NO. HSCG89-16-1-0056
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PURPOSE. Pursuant to specific Congressional appropriations and 14 U.S.C. §§ 2.88, and 2.89, the United States Coast Guard has statutory authority to enforce federal laws and render aid to distressed persons, vessels, and aircraft on and under the Pacific Ocean and other waters over which the United States has jurisdiction. To this end, the United States Coast Guard maintains and operates an air system at the California Redwood Coast - Humboldt County Airport and desires to establish a storage facility for an aircraft recovery trailer at the airport, establishment of which is within the authority of the Commandant of the Coast Guard pursuant to 14 U.S.C §93. The parties understand that the sole purpose of this lease is to secure the United States uninterrupted use of hangar space at the California Redwood Coast - Humboldt Country Airport in McKinleyville, California, for the storage of an aircraft recovery trailer..

THEREFORE THIS LEASE, made and entered into this date by and between **COUNTY OF HUMBOLDT**, a political subdivision of the State of California , whose address is **1106 2nd Street , Attn: Director, Eureka, CA 95501** and whose interest in the property hereinafter described is that of owner ("LESSOR"), and the Commanding Officer, U.S. Coast Guard Shore Infrastructure Logistics Center, Engineering Services Division, Real Property Branch, Oakland, California, 94612-5203 on behalf of the **UNITED STATES OF AMERICA**, hereinafter called the ("Government:"), pursuant to 14 U.S.C. §92 (f), for the consideration herein mentioned.

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

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

1,090 square feet of secure, enclosed aircraft recovery trailer storage space in T-hanger #15 at the California Redwood Coast-Humboldt County Airport located at 3561 Boeing Avenue, McKinleyville, California and as shown on Exhibit "B".

To be used for: Storage of a 31 foot long aircraft recovery trailer.

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on June 14, 2016 through September 30, 2016 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor the rental amount for the term specified in paragraph 2 in the amount of **\$4800.00** at a rate of **\$400.00** per month in arrears ("Rent"), provided annual appropriations are granted by Congress. Rent for a lesser period shall be prorated by dividing the monthly arrears by 30 days, then multiplying that prorated rent value buy the number of days in the lesser period. Electronic (ACH) rent payments shall be made payable to lessor and processed as explained in paragraph 26.

ACCOUNTING DATA:

4. The Government may terminate this lease without cause, 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 terms: Four (4) successive one (1) year renewal terms and beginning on October 1, 2020, a single eight (8) month renewal term, provided annual appropriations are granted for Congress and provided notice is given in writing to the lessor at least thirty (30) days before the end of the original lease term or any renewal term; all conditions of this lease shall remain the same during any renewal term. 3% annual increases shown below shall be the Rent for the corresponding period, provided annual appropriations are granted by Congress.

Period	Annual Rent	Monthly Rent
October 1, 2016 – September 30, 2017	\$4,944.00	\$412.00
October 1, 2017 – September 30, 2018	\$5,094.00	\$424.50

October 1, 2018 - September 30, 2019	\$5,244.00	\$437.00
October 1, 2019 - September 30, 2020	\$5,400.00	\$450.00
October 1, 2020 - May 31, 2021	\$3,708.00	\$463.50

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

- a. The General Clauses (GSA form 3517A as amended) - Exhibit "A"
- b. Premises Location - Exhibit "B"

8. **SUCCESSORS BOUND:** This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

9. **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.

10. **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 to contest the validity of such laws, regulations or directives or to try to enjoin their applicability. Government shall use all required means to protect the environment and natural resources from any damage arising from Lessee's use of the facility and activities incident to its use. If any damage results to the environment or natural resources, Government shall restore the environment or damaged resources. Government agrees to comply with all applicable federal, state and local environmental laws and regulations, including, but not limited, to those laws concerning any petroleum products, toxic substances, medical wastes and hazardous materials, substances or wastes.

11. **ANTI-DEFICIENCY ACT:** (31 USC §1341 as amended). Nothing in this Lease shall constitute an obligation of funds of the United States in advance of appropriation thereof.

12. **GOVERNMENT LIABILITY:** The Government, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 U.S.C §§2671-2680), shall be liable for, and shall hold the Lessor harmless from, claims for damage or loss of property, personal injury or death caused by the acts or omissions of the Government, its officers, employees and agents in the use of the leased premises.

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

14. **OWNERSHIP OF IMPROVEMENTS:**

It is understood and agreed that any improvements added by the Government belong to the Government.

15. **EQUIPMENT INSTALLATION AND OPERATION.** The Government shall have the right during the term of this Lease to install, operate, maintain, repair, and replace equipment upon the Premises, including but not limited to any other improvement presently existing or to be constructed upon the Premises, or related or ancillary to, the operation, performance, and maintenance of the equipment and infrastructure. Upon termination of this Lease, the Lessor shall permit the Government all reasonable access to the Premises for the purpose of removing or otherwise disposing of the equipment or any part thereof, and the Government shall conduct its removal of the equipment or any part thereof in a reasonable and safe manner and within a reasonable period of time, in accordance with all Federal, state, and local law.

16. IMPROVEMENTS: The Coast Guard shall not conduct any improvements to this lease space without the written consent and an agreement of terms by both parties.

17. OFFICIALS NOT TO BENEFIT: No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or any benefit to arise there from, but this provision shall not be construed to extend to this Lease 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 Lease.

18. AMENDMENT OR MODIFICATION: No amendment or modification shall be valid unless evidenced by an agreement in writing signed by both parties.

19. GOVERNING LAW: The parties shall construe the Lease to be in accordance with and governed by the laws of the State of California, insofar as those laws are consistent with applicable federal laws and regulations.

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

21. 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.

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

23. 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.

24. LEASE ADMINISTRATION:
The following office shall administer this Lease:
Commanding Officer
U. S. coast Guard
Civil Engineering Office Oakland
1301 Clay Street, Suite 700N
Oakland, CA 94612-5203

25. 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: 94-6000-513
Telephone Number: 707-839-5401
DUNS: 143535529
Registered in SAM: X Yes No

Date

Signature

26. PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGMENT:

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 "EFT" 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 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 	NAME OF SIGNER Mark Lovelace OFFICIAL TITLE OF SIGNER Chairman, Board of Supervisors, County of Humboldt
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IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Kathy Hayes OFFICIAL TITLE OF SIGNER Clerk of the Board of Supervisors
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UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER David E. Brumley OFFICIAL TITLE OF SIGNER Real Estate Contracting Officer United States Coast Guard
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**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
submission of the subcontracting plan with initial offers.) |

INITIALS: _____ & _____
LESSOR GOVERNMENT


- 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.)

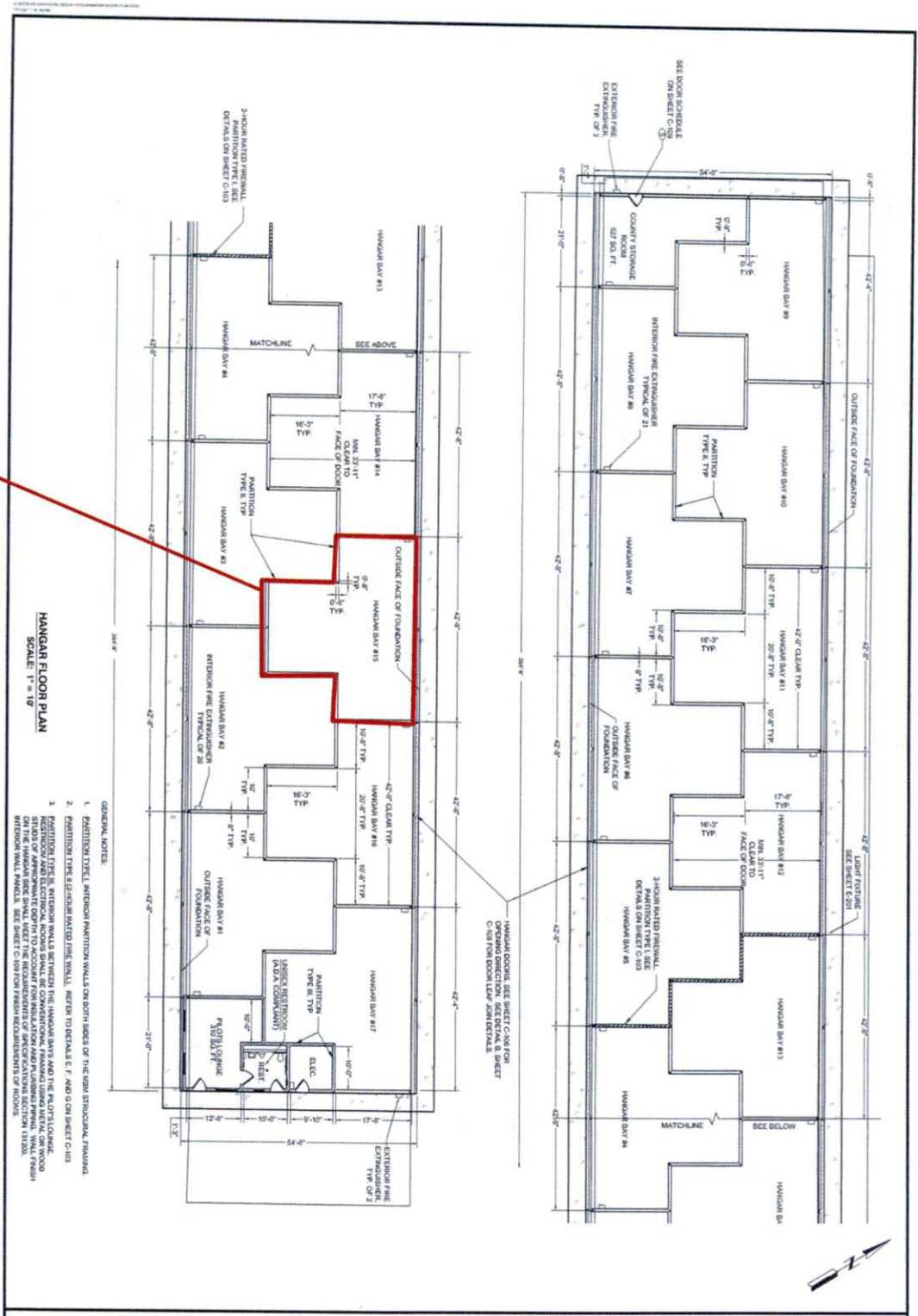
The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS _____ & _____
LESSOR GOVERNMENT



**AERIAL PHOTO OF AIRPORT
SEE SHEET 2 FOR
LEASED PREMISES DETAILS**

	County of Humboldt Department of Public Works Aviation Division 1106 Second Street Eureka, CA 95501	Exhibit "B"	Sheet
		Lease Agreement for United States Coast Guard	1 of 2
		California Redwood Coast – Humboldt County Airport	06/2016



LEASED PREMISES
HANGAR #15



County of Humboldt
Department of Public
Works
Aviation Division
1106 Second Street
Eureka, CA 95501

Exhibit "B"
Lease Agreement for
United States Coast Guard
California Redwood Coast – Humboldt County Airport

Sheet
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of
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06/2016