

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

DATE OF LEASE

LEASE No. HSCG82-17-1-0021
Corpus Christi Intl Airport Parking Lot

THIS LEASE, made and entered into this date by and between the City of Corpus Christi, acting by and through the Director of Aviation of the Corpus Christi International Airport, (hereinafter called the "Lessor"), whose address is 1000 International Drive, Corpus Christi, Texas 78406 and whose interest in the property hereinafter described is fee simple, as that of Owner, and the UNITED STATES OF AMERICA, acting by and through a duly authorized official of the Department of Homeland Security, the United States Coast Guard, (hereinafter called the "Government"):

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

1. The Lessor hereby leases to the Government the following described premises, hereinafter referred to as the "Premises".

Certain parcel of land of 1.61 acres, together with the improvements there on, bearing a street address of 200 Block of West Glasson Drive Corpus Christi TX 78406, further described as (centered) latitude 27.783085 with a longitude of - 97.509414 near adjacent to USCG Sector Corpus Christi TX, as shown in the attached and incorporated Exhibit A.

The Government shall have unrestricted 24 hour access to the Premises parking lot 365 days per year. The Lessor shall provide 24 hours point of contact for any after-hour business activity. The Government shall contact Corpus Christi International Airport dispatch at 361-289-0171 ext 1258 with any after-hours request.

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on July 1st , 2018, through September 30, 2018, subject to termination and renewal rights as may be hereinafter set forth.

OPTION. Subject to availability of funds, this Lease may, at the option of the Government be renewed annually (fiscal year) through June 30, 2023. The Federal Fiscal Year (FY) runs 01 October to 30 September annually. The Government option shall be deemed exercised and the Lease renewed each year for one (1) year, with the last optional renewal period being nine (9) months in length, to the maximum term outlined provided notice is given in writing to the Lessor at least thirty (30) days before the end of the original lease term. All other terms and conditions of this Lease shall remain the same during the renewal term, unless otherwise agreed to by all parties with signed Supplemental Agreement to this Lease.

3. Rent payments shall be paid by electronic funds transfer and shall be made payable to: Corpus Christi International Airport. All rents are subject to Congress granting annual appropriations.

4. Rental payments shall be paid by: US Coast Guard Finance Center, 1430A Kristina Way, Chesapeake, Virginia 23326-1728. For help or assistance contact Customer Service at 800-564-5504 or 757-523-6940.

5. The Government shall pay Lessor annual rent in the amount of \$5,363.28 at the rate of \$469.69 per month, payable in advance. Rent for a lesser period shall be prorated. The Federal Fiscal Year (FY) runs 01 October to 30 September annually. An annual **3%** escalation clause shall be authorized at the beginning of each FY commencing on October 1, 2023.

6. NOTICE. The Government may terminate this Lease by giving at least **90 days** advance notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing from the date of receipt of termination notice.

7. This Lease will continue (14 U.S.C. § 92f) with the same terms and conditions, unless and until the Government shall give notice of termination in accordance with paragraph 6, provided that adequate appropriations are available from year to year for payment of rentals, and provided further that this Lease shall in no event extend beyond June 30, 2023.

8. TAX IDENTIFICATION. All leases must include either a nine-digit Federal Tax Identification number or a Social Security Number.

Please indicate below:

Name of Lessor: City of Corpus Christi

Tax ID Number: Tax-Exempt-(municipal government) 74-6000574

Telephone Number: 361-289-0171

9. **ELECTRONIC FUNDS TRANSFER.** The Government will make payments under this Lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation via internet by completing the EFT form at https://www.fincen.uscg.mil/secure/enrollment_form.htm in accordance with paragraph 4.

a. In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in 4, above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.

b. The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.

c. Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

d. Lessor is responsible for keeping their Systems for Awards Management (SAM) current. In the event that the Lessor's SAM expires, the Government will cease making payments under this Lease until the Lessor renews the SAM registration. This will apply to all payments that the Government is required to make under this Lease, and no interest shall accrue as the result of such non-payment. Lessor may access SAM registration electronically at www.sam.gov.

10. **PROMPT PAYMENT (SEP 1999).** The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

11. **INTEREST PENALTY.** An interest penalty shall be paid automatically by the Government, without request from the Lessor, if payment is not made by the due date and Lessor has an electronic funds transfer (EFT) on file. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. § 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. Interest penalties will not continue to accrue after the filing of a claim for such penalties under the Disputes clause, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid. Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with Disputes clause 52.223-1. (see para 34)

12. **COMPLIANCE WITH APPLICABLE LAW.** The Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the Premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

13. **IMPROVEMENTS.** Government has the right to improve the Premises site to construct a paved parking lot to accommodate vehicles and storage. Improvements will include construction of a paved parking lot and improvements to accommodate sidewalks, storm drainage, pedestrian walks, fencing and lighting or any other improvements normally required for construction in similar scope and design. Government shall require its contractors and subcontractors to obtain and maintain in force for the duration of the construction project all necessary payment and performance bonds as required by Texas law and in a form acceptable to Lessor, acting by and through its Director of Engineering or his/her designee.

14. **DISPOSITION OF IMPROVEMENTS.** The Government shall have title to all improvements, placed or erected on the leased property, and the right to dispose of such improvements by abandonment, sale, removal or offsite use upon revocation, expiration or surrender of this Lease.

15. **MAILING.** Mailing refers to Certified Mail with a return receipt and the date of acceptance being the start date.

16. **CHANGE OF OWNERSHIP NOTIFICATION.** Lessor will notify Government within thirty (30) days of any transfer of ownership of the described property; or change in payment mailing address.

17. **SUCCESSORS BOUND.** The Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, and successors.

18. **INDEMNIFICATION.** The Government, in the manner and to the extent provided by the Federal Tort Claims Act (28 U.S.C. § 2671-2680), as amended, 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.

19. **UTILITIES.** The Government shall be responsible for all utilities required for this site's current or future use required to operate and maintain necessary functions of real, personal property, equipment or systems required.
20. **INGRESS/EGRESS.** Lessor hereby grants to the Government, its contractors and other duly assigned personnel, unrestricted access to the parking lot for the right of ingress and egress (both vehicular and pedestrian) necessary or convenient for the installation, use, maintenance, repair, operation, and replacement of Government-owned communication equipment across Lessor's property.
21. **GOVERNMENT INSPECTION.** The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased property 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.
22. **PERFORMANCE FAILURE.** If Lessor fails to cure or remedy any failure to perform any service, to provide any item, or meet any requirement of the lease within thirty (30) days of Government's written notice to Lessor, Government may deduct any cost incurred for the service or item, including administrative costs, from rental payments or Government may perform the service, provide the item, or meet the requirement, either directly or through a contract.
23. **ANTI-DEFICIENCY ACT (31 U.S.C. § 1341, as amended).** Nothing in this Lease shall constitute an obligation of funds of the United States in advance of an appropriation thereof.
24. **INSURANCE.** The Government is a self-insured entity.
25. **TAXES AND ASSESSMENTS.** The Government is not responsible or liable for any real property or personal property taxes, personal taxes, nor assessments levied or assessed upon or against the leased premises.
26. **CONDITIONS OF USE.** The Government is responsible for meeting all applicable Federal, State and local safety and other codes, and for obtaining all applicable Federal, State, and local permits, licenses, or other authorization required for operation of its equipment.
27. **EQUIPMENT INSTALLATIONS, MAINTENANCE, INTERFERENCE, AND REMOVAL.** The Government is solely responsible for all costs connected with the installation and maintenance of all Government-owned equipment located on the Leased premises. Installation and operation of Government equipment shall be done according to applicable government codes and accepted industry standards.
28. **WARRANTY.** Lessor makes no warranty, express or implied, as to the suitability of the leased premises for the Government's intended use or purpose and expressly disclaims any such warranty. Lessor does not guarantee an uninterrupted continuous electrical power supply to the leased premises. Government acknowledges that there may be periods of electrical power outages to the leased premises from time to time, and Government fully accepts the risks and consequences caused by such outages.
29. **SUBLETTING/ASSIGNMENT.** Government may not sublet or assign the leased premises.
30. **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/or provision hereof shall be valid and enforced to the fullest extent permitted by law.
31. **DISPUTES (DEC 1998).** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. § 601-613). Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- a. "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 contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (b)(2) of this clause. 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.
- b. (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor 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 Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

c. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

d. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

e. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

f. The 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 33.21, 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 for 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.

32. LEASE ADMINISTRATION AND POINTS OF CONTACT. Administration of subject lease will be accomplished by: Commander, U. S. Coast Guard, Civil Engineering Unit Miami, Attn: Real Property, 15608 SW 117th Avenue, Miami, FL 33177. U.S. Coast Guard Real Property Specialist Mr. Jeffrey Reyes, email: Jeffrey.Reyes@uscg.mil, phone (305) 278-6805. Lessor's contact: Mr. Fred Segundo, Director of Aviation, 1000 International Drive, Corpus Christi TX 78406, Email: FSegundo@CCTexas.com, phone 361-289-0178 Ext. 1213.

33. ASSIGNMENT OF CLAIMS (JAN 1986).

a. The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 15 (hereafter referred to as "the Act"), may assign its right to be paid amounts due or to become due as a result of the performance by contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

c. The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such in writing.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

34. This lease incorporates by reference the applicable clauses in insert GSA Form 3517B, with the same force and affect as if they were given in full text. Upon request, the Government will make the full text available or the full text may be found at <http://www.gsa.gov/leasingform>.

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

LESSOR:

BY _____
(Signature) (Official title)

IN PRESENCE OF:

BY _____
(Signature) (Address)

UNITED STATES OF AMERICA DEPARTMENT OF HOMELAND SECURITY/US COAST GUARD

BY _____
(Signature) (Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION