

ASSISTANT CHIEF OF STAFF, FACILITIES
HEADQUARTERS, MARINE CORPS BASE

TO:
BASE COMPTROLLER

9 July 71
PUBLIC WORKS O

R

BASE STAFF JUDGE ADVOCATE PMO

BASE MAINTENANCE O FIRE MARSHAL

BASE MOTOR TRANS O QTRS & HSG

CO BASE MAT BN BOQ/BSQ

ATTN: _____

REMARKS:

- 1. Attached ltr is forwarded f/action. *Propose reply, in coordination with Base Maint O*
- 2. Please initial, or comment, and return all papers to this office *Base Maint O*
- 3. Your file copy.

done

*Dealy
By Director*

BOARD
CHECK

1	10	<i>R</i>
2	20	<i>[initials]</i>
3	200	<i>[initials]</i>
4	TMC	<i>TMO</i>



DEPARTMENT OF THE NAVY
ATLANTIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
NORFOLK VIRGINIA 23511

TELEPHONE NO
444-7411
AUTOVON 690-7411

IN REPLY REFER TO:

071:BS:drg
AI-73

8 JUL 1971

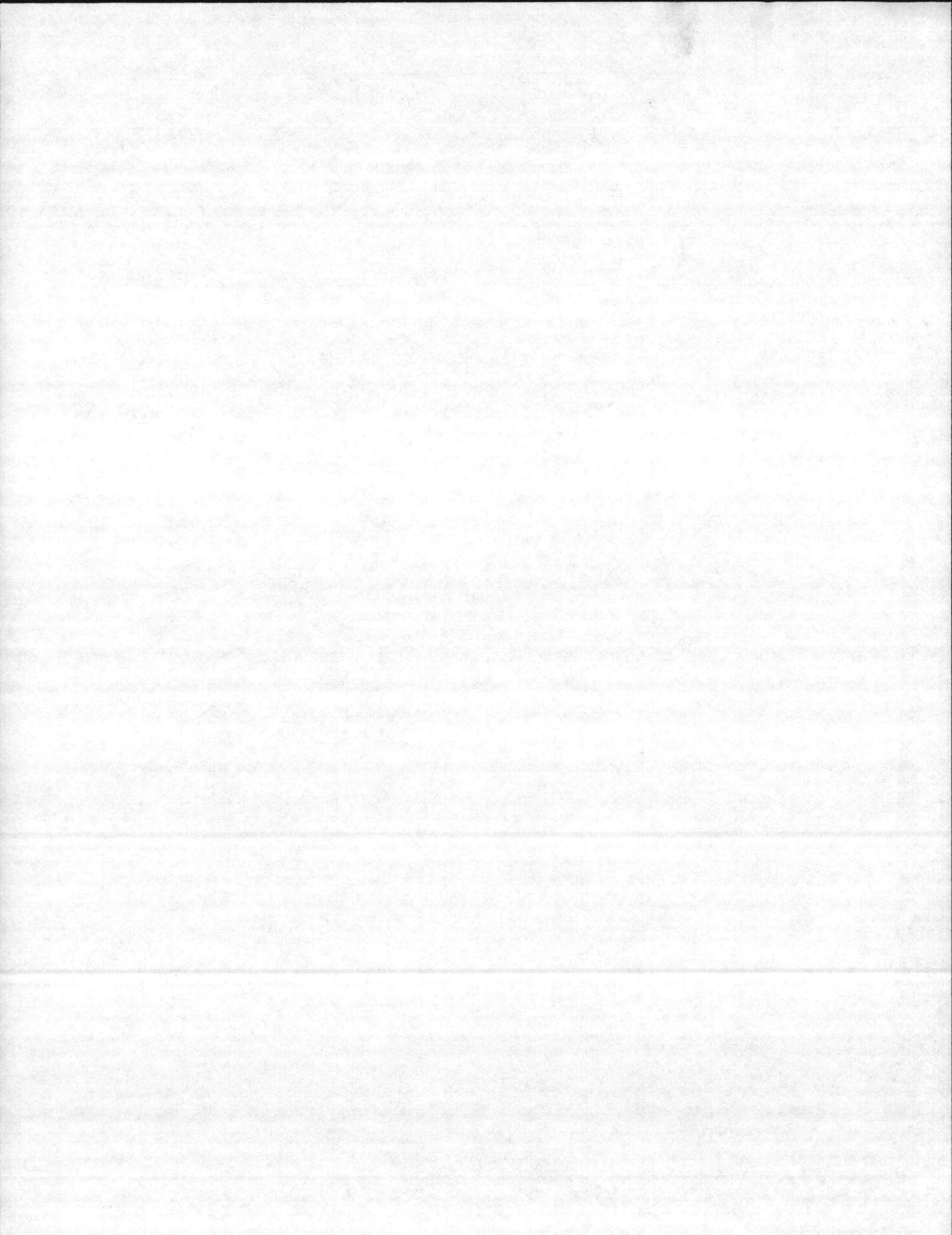
From: Commander, Atlantic Division, Naval Facilities Engineering
Command
To: Commanding General, Marine Corps Base, Camp Lejeune, North
Carolina

Subj: Agreement NF(R)-1857 with Carolina Power and Light Company

1. Subject agreement provides for installation, operation and maintenance of Government-owned carrier frequency wave traps in the Power Company's substation. Condition 4 of the agreement requires an annual joint inspection of the wave traps and related equipment to determine such maintenance work as may be required.

2. Information is requested concerning the extent of these annual inspections and the continued use provided by this agreement.

R. J. BOND
By direction



All correspondence pertaining to this contract should include a reference to NF(R)-1857

THIS LICENSE AGREEMENT, Made this 10th day of June, 1968, between CAROLINA POWER AND LIGHT COMPANY, a corporation of the State of North Carolina, hereinafter called the POWER COMPANY, and the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the GOVERNMENT.

W I T N E S S E T H

THAT FOR AND IN CONSIDERATION of the mutual promises and agreements of the parties, as hereinafter set forth, the parties do hereby understand and agree, one with the other, as follows:

1. That the POWER COMPANY will install six (6) GOVERNMENT-owned carrier frequency wave traps on the 12,470 volt side of its main electric power substation at Camp Lejeune, North Carolina.
2. That the GOVERNMENT will pay unto the POWER COMPANY for the installation of the aforesaid wave traps, a one-time payment of FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$5,750.00).
3. That the POWER COMPANY hereby grants unto the GOVERNMENT an irrevocable license to maintain and operate the said wave traps as installed, in the POWER COMPANY's substation, subject to the provisions of paragraph 6 hereof. If, however, in the judgment of the POWER COMPANY the operation of said wave traps interferes at any time with the safe operation of the POWER COMPANY's substation, the POWER COMPANY

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TRANSMITTAL ACCOMPLISHED
DATE 13-69
19 JUL 1968

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shall have the right to disconnect the wave traps from the POWER COMPANY's facilities until such time as in the POWER COMPANY's judgment they may be safely reconnected.

4. It is agreed that at least once a year the GOVERNMENT and the POWER COMPANY will make a joint inspection of the wave traps and related equipment to determine such maintenance work as may be required. The GOVERNMENT will thereupon arrange for such maintenance work to be promptly performed at its expense. It is understood that, prior to performing any work on the equipment, it must be de-energized, and that, for this purpose, the GOVERNMENT will give at least three (3) days' notice to the POWER COMPANY. It is further understood that no maintenance work of any kind will be performed on the equipment except in the presence of an authorized representative of the POWER COMPANY, and that GOVERNMENT personnel will not enter the substation except when accompanied by an authorized representative of the POWER COMPANY. The GOVERNMENT will reimburse the POWER COMPANY for materials supplied by it and for services of its personnel exceeding one day or fraction thereof required for yearly inspection.

5. As a part of the consideration for this license, the GOVERNMENT agrees to reimburse the POWER COMPANY for the cost of insurance to protect its substation equipment from damages which may result from a fault in or failure of the aforesaid GOVERNMENT-owned wave traps. Payment will be made by the GOVERNMENT promptly upon receipt from the POWER COMPANY



annually of a statement of the premium paid by it for such insurance. (The initial annual premium for this insurance is \$212.00). At such time as this license is terminated, the POWER COMPANY will refund unto the GOVERNMENT any unearned portion of such annual insurance expense.

6. At such time as the GOVERNMENT's operations at Camp Lejeune no longer require the use of wave traps in the POWER COMPANY's substation, they will be removed at GOVERNMENT expense and this agreement will thereupon terminate.

7. The POWER COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an 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 POWER COMPANY 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 contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. (a) The GOVERNMENT may, by written notice to the POWER COMPANY, terminate the right of the POWER COMPANY to proceed under this agreement if it is found, after notice and hearing by the Secretary or his duly authorized representative that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the POWER COMPANY, of any agent or representative of the POWER COMPANY, to any officer or employee

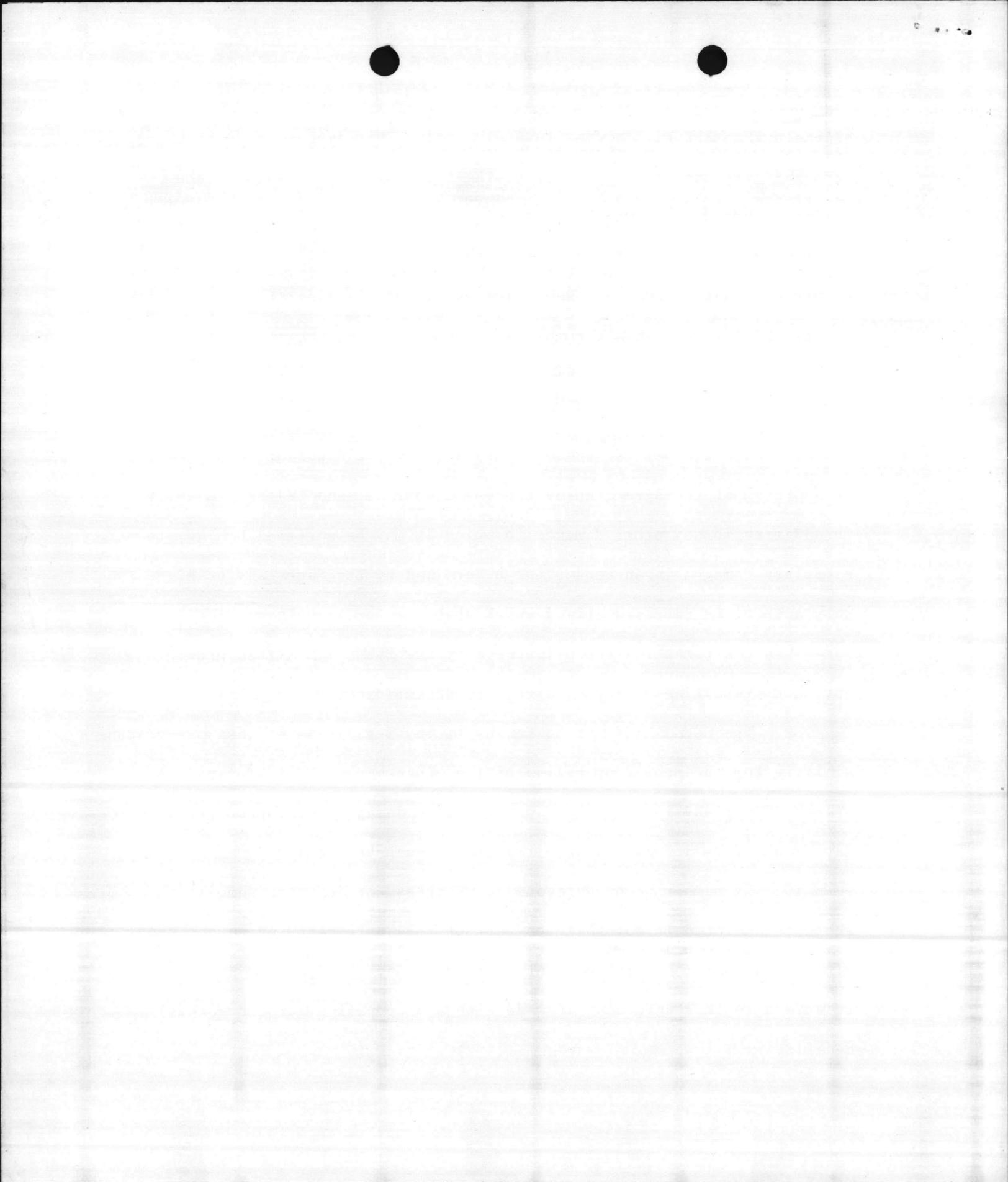


of the GOVERNMENT with a view toward securing this agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such agreement; provided that the existence of the facts upon which the Secretary or his duly authorized representative makes such finding shall be in issue and may be reviewed in any competent court.

(b) In the event this agreement is terminated as provided in paragraph (a) hereof, the GOVERNMENT shall be entitled (1) to pursue the same remedies against the POWER COMPANY as it could pursue in the event of a breach of the agreement by the POWER COMPANY, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three or more than ten times the costs incurred by the POWER COMPANY in providing any such gratuities to any such officer or employee.

9. The GOVERNMENT, in so far as it may legally do so, assumes responsibility for the proper operation of the aforesaid GOVERNMENT-owned wave traps and for any injury to its personnel or damage to its property which may result from a fault in or a failure of such wave traps.

10. No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or 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.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers as of the day, month and year first hereinabove written.

CAROLINA POWER AND LIGHT COMPANY

By /s/ CHARLES F. ROUSE

ATTEST:

/s/ R. S. MALLISON
Secretary

(S E A L)

UNITED STATES OF AMERICA

By /s/ WOODROW M. BROWN

Appropriation: 17X1205.2561 MCON
Object Class: 320
AAA: 62470
TTC: 2A
Cost Code: 48205 - Issued to LANTDIV
Amount: ~~\$5,350.00~~
5,750.00

Appropriation: 1781106 2710
Expend. Acct. 13002
AAA 67001
TTC: 2D
Cost Code: 8 CM 1 OQY 001 00
Amount: \$212.00

