

# Agenda



## County of Inyo Board of Supervisors

Board of Supervisors Room - County Administrative Center  
224 North Edwards  
Independence, California

**NOTICE TO THE PUBLIC:** This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

**Public Notices:** (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

### **REGULAR MEETING**

**November 1, 2022**

#### Start Time

**8:30 A.M.**

1. **Public Comment on Closed Session Item(s)**  
Comments may be time-limited

#### **CLOSED SESSION**

2. **Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: Agricultural Commissioner.**
3. **Conference with County's Labor Negotiators - Pursuant to Government Code §54957.6 – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.**

4. **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *Inyo County v. Los Angeles Department of Water and Power*, Kern County Superior Court Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC.
5. **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

**OPEN SESSION** (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10:30 A.M.
6. **Pledge of Allegiance**
  7. **Report on Closed Session as Required by Law**
  8. **Presentation** - Request Board receive a presentation from Anna Montgomery of Friends of the Lone Pine Airport on the recent Third Annual Lone Pine Backcountry Fly-in, as well as the current activities of the non-profit group.
  9. **Public Comment**  
Comments may be time-limited
  10. **County Department Reports**

**CONSENT AGENDA** (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

11. **County Administrator - Emergency Services** - Request Board discuss and consider staff's recommendation to terminate the local emergency that was proclaimed in response to the Fairview Fire in July 2022.
12. **County Administrator - Emergency Services** - Request Board discuss and consider staff's recommendation to continue the local emergency proclaimed in response to flash flooding in Death Valley National Park in August 2022.
13. **County Administrator - Emergency Services** - Request Board discuss and consider staff's recommendation to continue the local emergency proclaimed in response to flash flooding due to Tropical Storm Kay in South County in September 2022.
14. **County Administrator - Emergency Services** - Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near record snowpack in 2017 posing extreme peril to the safety of property and persons in Inyo County.
15. **County Counsel** - Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

16. **Public Works** - Request Board ratify and approve the lease agreement between the County of Inyo and the General Services Administration for the real property described as Room 104 in the Airport Annex Building at 703 Airport Rd., in an amount not to exceed \$180 per month for the period of May 15, 2022 through May 14, 2027, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained.
17. **Public Works - Road Department** - Request Board authorize the purchase of one (1) new 2024 Freightliner dump truck from PB Loader Corporation of Fresno, CA in an amount not exceed \$204,279.95.
18. **Public Works - Road Department** - Request Board approve Resolution No. 2022-44 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Grandview and Knight Manor Slurry Seal Project," and authorize the Chairperson to sign, contingent on Change Orders 1 & 2 being approved.
19. **Sheriff** - Request Board: A) approve the submittal of the Federal Fiscal Year 2022 HSGP Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution;" and B) authorize the Chairperson to sign the addendum letter.

## **REGULAR AGENDA**

20. **Public Works** - Request Board approve the master services agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO for the provision of Airport Planning, Engineering and Architectural Services in an amount not to exceed \$10,000 for the period of November 1, 2022 through October 31, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
21. **Public Works** - Request Board:
  - A) Amend the Fiscal Year 2022-2023 Road Budget (034600) by increasing appropriation in Construction In Progress (5700) by \$43,968.00 (*4/5ths vote required*); and
  - B) Approve Change Orders 1 & 2 to the contract between the County of Inyo and American Asphalt South Inc. of Riverside CA, that increase the contract to an amount not to exceed \$506,735.01, and authorize the Public Works Director to sign.
22. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of October 25, 2022.

## **ADDITIONAL PUBLIC COMMENT & REPORTS**

23. **Public Comment**  
Comments may be time-limited
24. **Receive updates from Board members and County staff**



# County of Inyo



## County Administrator - Emergency Services

### CONSENT - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** Mikaela Torres

**SUBJECT:** Termination of Local Emergency

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**RECOMMENDED ACTION:**

Request Board discuss and consider staff's recommendation to terminate the local emergency that was proclaimed in response to the Fairview Fire in July 2022.

**SUMMARY/JUSTIFICATION:**

During your July 19, 2022 Board of Supervisors meeting, your Board took action to approve Resolution 2022-24, ratiating the Director of Emergency Service's July 8 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to the July 8 structural and vegetation Fairview Fire.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board conclude this review and move the County from the Response stage to the Recovery stage of the Fairview Fire.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Resolution No. 2022-24

**APPROVALS:**

Darcy Ellis  
Mikaela Torres  
John Vallejo  
Darcy Ellis

Created/Initiated - 10/26/2022  
Approved - 10/26/2022  
Approved - 10/26/2022  
Final Approval - 10/26/2022





**RESOLUTION NO. 2022-24**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,  
RATIFYING THE EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, Government Code Section 8630, and Section 2.56.060 of the Inyo County Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County. Subject to the ratification by the Inyo County Board of Supervisors; and,

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the county, caused by a structural fire and subsequent wildfire, commencing on July 8, 2022, at which time the Board of Supervisors was not in session; and,

**WHEREAS**, the Director of Emergency Services did proclaim the existence of a local emergency within the county on July 8, 2022, a copy of which is attached to this Resolution as Attachment A.

**WHEREAS**, said Board of Supervisors does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency; and,

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the proclamation of a local emergency by the Director of Emergency Services of the Inyo County is hereby ratified, and that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Inyo, State of California.

**APPROVED AND ADOPTED** on this 12th day of July, 2022, by the Inyo County Board of Supervisors, County of Inyo:

**AYES:** -5- Supervisors Griffiths, Kingsley, Pucci, Roeser, Tothoroh

**NOES:** -0-

**ABSTAIN:** -0-

**ABSENT:** -0-



Chair

Inyo County Board of Supervisors

**ATTEST:**

Leslie L. Chapman, Clerk of the Board

By: \_\_\_\_\_

Assistant Clerk of the Board



**DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES  
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,  
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, Government Code Section 8630, and Section 2.56.060 of the Inyo County Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and,

**WHEREAS**, the Inyo County Board of Supervisors is not currently in session and cannot immediately be called into session; and,

**WHEREAS**, the Inyo County Board of Supervisors shall take action to ratify this Proclamation within seven days thereafter or the Proclamation shall have no further force or effect; and,

**WHEREAS**, the Director of Emergency Services does hereby find that conditions extreme peril to the safety of persons and property have arisen within the county, caused by a structural fire and subsequent wildfire commencing on July 8, 2022; and,

**WHEREAS**, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency, and these conditions are or are likely to continue and are likely to be beyond the control of the services, personnel, equipment, facilities and fiscal resources of the County of Inyo; and,

**WHEREAS**, these conditions are predicted to continue for another week and are likely to be beyond the control of the services, personnel, equipment, facilities and fiscal resources of the County of Inyo; and,

**NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED** that, for the reasons set forth herein, a local emergency now exists throughout Inyo County; and,

**BE IT FURTHER RESOLVED, PROCLAIMED, AND ORDERED** that during the existence of said local emergency, the powers, functions, and duties of the Inyo County Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, Chapter 2.56 of the Inyo County Code, and such other orders as this Board may make during said emergency.

**BE IT FURTHER RESOLVED, PROCLAIMED, AND ORDERED** that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Inyo, State of California.

**DECLARED** this 8<sup>th</sup> day of July, 2022, by the Director of Emergency Services of the County of Inyo.



\_\_\_\_\_  
Leslie Chapman, County Administrative Officer  
Director of Emergency Services  
County of Inyo, State of California



# County of Inyo



## County Administrator - Emergency Services

### CONSENT - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** Mikaela Torres

**SUBJECT:** Continuation of Local Emergency

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**RECOMMENDED ACTION:**

Request Board discuss and consider staff's recommendation to continue the local emergency proclaimed in response to flash flooding in Death Valley National Park in August 2022.

**SUMMARY/JUSTIFICATION:**

During your August 16, 2022 Board of Supervisors meeting, your Board took action to approve Resolution 2022-29, ratifying the Director of Emergency Service's August 12 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to extreme flash flooding throughout the county, including Death Valley National Park, commencing August 5.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2022-29 be updated as necessary, until further evaluation of conditions is completed and staff makes the recommendation to end the emergency. This proposed action comes to your Board earlier than required for administrative convenience.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Resolution No. 2022-29

**APPROVALS:**

Darcy Ellis

Created/Initiated - 10/26/2022

Mikaela Torres  
Darcy Ellis  
John Vallejo

Approved - 10/26/2022  
Approved - 10/26/2022  
Final Approval - 10/26/2022

**RESOLUTION NO. 2022-29**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,  
CONFIRMING AND RATIFYING THE DECLARATION BY THE DIRECTOR OF  
EMERGENCY SERVICES FOR THE COUNTY OF INYO, PROCLAIMING THE  
EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, a severe thunderstorm system has swept over portions of Inyo County on or about the week of August 1, 2022; and

**WHEREAS**, this weather pattern has culminated, to date, with the most violent portion of the storm occurring on August 5, 2022, and resulting in torrential rains, high winds, electrical storms, mud and debris flows and other localized flooding and landslides throughout portions of central, south and south eastern portions of Inyo County; and,

**WHEREAS**, the extent of damage to County roads and highways is still being assessed, and this effort is slowed by impassable road conditions marked by washouts and continued flooding; and,

**WHEREAS**, known road damage and destruction poses a threat to persons and property; and

**WHEREAS**, road damage from the emergency event resulted in the closure of nearly the entirety of Death Valley National Park, and extends beyond the Death Valley roads, affects other County and State highways, and may take months and at least hundreds of thousands of dollars to repair; and,

**WHEREAS**, these monsoonal weather conditions threatened lives, stranded motorists and tourists and other travelers throughout portions of the County, damaged and destroyed County roads and State highways and routes, damaged and destroyed the property and infrastructure serving local businesses; and,

**WHEREAS**, Death Valley National Park attracts millions of visitors each year, and serves as a critical east-west transportation corridor for travelers passing through the park each year; and,

**WHEREAS**, severe economic hardship will occur to local businesses, the National Park Service and the County due to the closure of Death Valley National Park and the lack of services and access to the heavily damaged and impacted Death Valley National Park; and,

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the county, caused by extreme flash flooding, commencing on August 5, 2022, at which time the Board of Supervisors was not in session; and,

**WHEREAS**, Government Code Section 8630, and Inyo County Code Section 2.56.060 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County. Subject to the ratification by the Inyo County Board of Supervisors; and,

**WHEREAS**, the Director of Emergency Services did proclaim the existence of a local emergency within the county on August 12, 2022, a copy of which is attached to this Resolution as Attachment A.

**WHEREAS**, said Board of Supervisors does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** as follows

**Section 1:** The Inyo County Board of Supervisors does hereby ratify the declaration of the Director of Emergency Services and proclaims the existence of a Local Emergency in Inyo County as a result of severe weather conditions, including violent thunderstorms sweeping over portions of Inyo County resulting in torrential rains, high winds, electrical storms, mud and debris flows, and other localized flooding throughout portions of the central, south and south eastern portions of Inyo County; and,

**Section 2:** The Inyo County Board of Supervisor's requests the Director of the Governor's Office of Emergency Services concur in this proclamation of a local emergency.

**Section 3:** A copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Inyo to be a state of emergency.

**Section 4:** The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA) and the U.S. Small Business Administration (SBA).

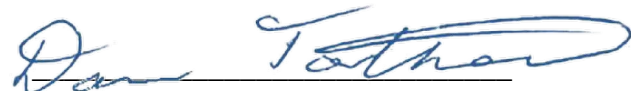
**APPROVED AND ADOPTED** on this 16th day of August, 2022, by the Inyo County Board of Supervisors, County of Inyo:

AYES: -5- Supervisors Griffiths, Kingsley, Pucci, Roeser, Totheroh

NOES: -0-

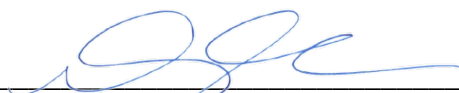
ABSTAIN: -0-

ABSENT: -0-



Chair, Board of Supervisors  
County of Inyo

ATTEST: Leslie L. Chapman  
Clerk of the Board

By:   
Assistant Clerk of the Board



**COUNTY OF INYO**  
ADMINISTRATOR'S OFFICE  
**LESLIE L. CHAPMAN**  
COUNTY ADMINISTRATIVE OFFICER



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**DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES  
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,  
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, a severe thunderstorm system has swept over portions of Inyo County on or about the week of August 1, 2022; and

**WHEREAS**, this weather pattern has culminated, to date, with the most violent portion of the storm occurring on August 5, 2022, and resulting in torrential rains, high winds, electrical storms, mud and debris flows and other localized flooding and landslides throughout portions of central, south and south eastern portions of Inyo County; and,

**WHEREAS**, the extent of damage to County roads and highways is still being assessed, and this effort is slowed by impassable road conditions marked by washouts and continued flooding; and,

**WHEREAS**, known road damage and destruction poses a threat to persons and property; and

**WHEREAS**, road damage from the emergency event resulted in the closure of nearly the entirety of Death Valley National Park, and extends beyond the Death Valley roads, affects other County and State highways, and may take months and at least hundreds of thousands of dollars to repair; and,

**WHEREAS**, these monsoonal weather conditions threatened lives, stranded motorists and tourists and other travelers throughout portions of the County, damaged and destroyed County roads and State highways and routes, damaged and destroyed the property and infrastructure serving local businesses; and,

**WHEREAS**, Death Valley National Park attracts millions of visitors each year, and serves as a critical east-west transportation corridor for travelers passing through the park each year; and,

**WHEREAS**, severe economic hardship will occur to local businesses, the National Park Service and the County due to the closure of Death Valley National Park and the lack of services and access to the heavily damaged and impacted Death Valley National Park and,



**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the county, caused by extreme flash flooding, commencing on August 5, 2022, at which time the Board of Supervisors was not in session; and,

**WHEREAS**, these damages caused by these conditions are likely to be beyond the control of the services, personnel, equipment, facilities and fiscal resources of the County of Inyo; and

**WHEREAS**, Government Code Section 8630, and Inyo County Code Section 2.56.060 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and

**WHEREAS**, the Inyo County Board of Supervisors is not currently in session and cannot immediately be called into session; and

**WHEREAS**, the Inyo County Board of Supervisors shall take action to ratify this Proclamation within seven days thereafter or the Proclamation shall have no further force or effect.

**NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED** by the Director of Emergency Services for the County of Inyo that, for the reasons set forth herein, a local emergency now exists throughout Inyo County; and,

**BE IT FURTHER RESOLVED AND REQUESTED** that the Director of the Governor's Office of Emergency Services concur in this declaration of a local emergency; and,

**BE IT FURTHER RESOLVED AND REQUESTED** that Governor of the State of California proclaim a State Emergency in Inyo County; and,

**BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that during the existence of this local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions, and that this emergency shall be deemed to continue to exist until either the Governor of the State of California, or the Board of Supervisors of the County of Inyo, State of California, proclaims its termination, or if the Board of Supervisors of the County of Inyo does not ratify this proclamation within seven days of its issuance. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA) and the U.S. Small Business Administration (SBA).

**DECLARED** this 12<sup>th</sup> day of August, 2022, by the Director of Emergency Services of the County of Inyo.



Leslie Chapman, County Administrative Officer  
Director of Emergency Services  
County of Inyo, State of California



# County of Inyo



## County Administrator - Emergency Services

### CONSENT - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** Mikaela Torres

**SUBJECT:** Continuation of Local Emergency

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**RECOMMENDED ACTION:**

Request Board discuss and consider staff's recommendation to continue the local emergency proclaimed in response to flash flooding due to Tropical Storm Kay in South County in September 2022.

**SUMMARY/JUSTIFICATION:**

During your September 20, 2022 Board of Supervisors meeting, your Board took action to approve Resolution 2022-35, declaring the existence of a local emergency. The local emergency was proclaimed in response to extreme flash flooding throughout south county, including Death Valley National Park, commencing September 10 due to Tropical Storm Kay.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2022-35 be updated as necessary, until further evaluation of conditions is completed and staff makes the recommendation to end the emergency. This proposed action comes to your Board earlier than required for administrative convenience.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Resolution No. 2022-35

**APPROVALS:**

Mikaela Torres

Created/Initiated - 10/26/2022

Mikaela Torres  
John Vallejo  
Darcy Ellis  
Mikaela Torres

Approved - 10/26/2022  
Approved - 10/26/2022  
Approved - 10/26/2022  
Final Approval - 10/27/2022

**RESOLUTION NO. 2022-35**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,  
STATE OF CALIFORNIA  
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, a severe thunderstorm system has swept over portions of Inyo County; and

**WHEREAS**, this weather pattern has culminated, to date, with the most violent portion of the storm occurring between September 10, 2022 and September 12, 2022, and resulting in torrential rains, high winds, electrical storms, mud and debris flows and other localized flooding and landslides throughout portions of central, south, and southeastern portions of Inyo County; and,

**WHEREAS**, the extent of damage to County roads and highways is still being assessed, and this effort is slowed by impassable road conditions marked by washouts and continued flooding; and,

**WHEREAS**, road damage from the emergency event resulted in the closure of several County roads and State highways, and may take months and at least hundreds of thousands of dollars to repair.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** as follows

**Section 1:** The Inyo County Board of Supervisors does hereby proclaim the existence of a Local Emergency in Inyo County as a result of severe weather conditions, including violent thunderstorms sweeping over portions of Inyo County resulting in torrential rains, high winds, electrical storms, mud and debris flows, and other localized flooding throughout portions of the central, south and southeastern portions of Inyo County; and,

**Section 2:** The Inyo County Board of Supervisor's requests the Director of the Governor's Office of Emergency Services concur in this proclamation of a local emergency.

**Section 3:** A copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Inyo to be a state of emergency.

**Section 4:** The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA) and the U.S. Small Business Administration (SBA).

**PASSED AND ADOPTED** this 20th day of September 2022 by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

**AYES:** -4- Supervisors Griffiths, Kingsley, Pucci, Roeser

**NOES:** -0-

**ABSTAIN:** -0-

**ABSENT:** -1- Supervisor Totheroh



\_\_\_\_\_  
Vice Chair, Board of Supervisors  
County of Inyo

**ATTEST: Nathan Greenberg**  
Clerk of the Board

By:   
\_\_\_\_\_  
Assistant Clerk of the Board



# County of Inyo



## County Administrator - Emergency Services

### CONSENT - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** Emergency Services

**SUBJECT:** Continuation of Local Emergency

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**RECOMMENDED ACTION:**

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near record snowpack in 2017 posing extreme peril to the safety of property and persons in Inyo County.

**SUMMARY/JUSTIFICATION:**

During your March 28, 2017 Board of Supervisors meeting, your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions is completed and staff makes the recommendation to end the emergency. This proposed action comes to your Board earlier than required for administrative convenience.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Resolution No. 2017-15 Amended

**APPROVALS:**

Darcy Ellis  
Mikaela Torres  
John Vallejo  
Darcy Ellis

Created/Initiated - 10/26/2022  
Approved - 10/26/2022  
Approved - 10/26/2022  
Final Approval - 10/26/2022

**AMENDED - RESOLUTION NO. 2017-15**

**A RESOLUTION OF THE  
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,  
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY, KNOWN AS THE 'HERE IT COMES'  
EMERGENCY, RESULTING FROM 2017 PRECIPITATION AND PROJECTED SPRING RUNOFF  
CONDITIONS**

**WHEREAS**, Section 2.56.060 of the Inyo County Code empowers the Director of Emergency Services to request the Board of Supervisors to proclaim the existence or threatened existence of a “local emergency” and recommend that the Chairman of the Board of Supervisors request the Governor to proclaim a “state of emergency” when, in the opinion of the Director, the locally available resources are inadequate to cope with the emergency; and,

**WHEREAS**, California Government Code section 8558(c) defines a “local emergency” as the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission; and,

**WHEREAS**, consecutive severe storm systems resulting from atmospheric river weather phenomena swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2017 bringing record amounts of snow and rain to Inyo County; and,

**WHEREAS**, the compounding effects of these storm systems damaged County roads and resulted in isolated flooding that necessitated the Inyo County Board of Supervisors proclaiming a local emergency known as the Rocky Road Emergency; and,

**WHEREAS**, these same storm events resulted in the Governor of the State of California issuing a state of emergency proclamation on January 23, and March 7, 2017, and the President of the United States approving major disaster declarations on February 14, and March 16, 2017; and,

**WHEREAS**, the City of Los Angeles Department of Water and Power (LADWP) has reported that the precipitation from these 2017 storm events have produced a snowpack equal to 241 percent of normal-to-date as of March 15, 2017; and,

**WHEREAS**, the State of California Department of Water Resources March 1, 2017 Summary of Water Conditions reports that the South Lahontan Hydrologic Region had 255% of normal-to-date snowpack water equivalent on March 1, 2017, which is forecast to produce 195% of normal April through July runoff; and,

**WHEREAS**, the City of Los Angeles owns the property rights to 90-percent of the surface water in the Owens Valley and, through its Department of Water and Power maintains and operates an extensive conveyance system to collect and deliver Owens Valley water to the City of Los Angeles; and,

**WHEREAS**, even in years of normal, or slightly-above normal snowpack, the runoff can result in isolated flooding and damage to private, Tribal, and public property and infrastructure, including County roads, bridges and campgrounds; and,



**WHEREAS**, in anticipation of the effects of the 2017 runoff, the County of Inyo Office of Emergency Services has convened meetings to conduct pre-planning and increased readiness with LADWP and other allied agencies, including the City of Bishop, Southern California Edison, Caltrans, local Indian Tribes, National Park Service, California Department of Fish and Wildlife, Lahonton Water Board, local water associations, local volunteer fire departments, California Highway Patrol, Great Basin Unified Air Pollution Control District, Bureau of Land Management and Cal Fire, on March 8, March 15, March 24, April 3, April 17, May 1, May 15, June 6, June 12 and June 26, 2017, and will continue these efforts as long as emergency conditions persist; and,

**WHEREAS**, based on its current forecasts, LADWP estimates that overall April, 2017 through March, 2018 runoff in the Owens River drainage will be 750,000 to 1 million acre-feet of water, and may be more than double the normal amount of runoff of 412,284 acre-feet; and,

**WHEREAS**, the LADWP is still assembling historic runoff and weather data from similar record snowpack years of 1969 and 1983 to model weather conditions and peak daily creek flows, and this data is essential for developing likely flood scenarios that could threaten private, Tribal and public property and infrastructure; and,

**WHEREAS**, the County is partnering with LADWP and SCE to create a process for the collection and integration of river, creek, dam and reservoir flow data to assist in the development of future river forecasting for the Owens Valley; and,

**WHEREAS**, there are gaps in the data that is available to properly develop a model in forecasting what this year's record runoff will produce; and,

**WHEREAS**, the coordinated efforts of integrating the multi-agency historic and real time flow data will provide the California Nevada River Forecast Center the information needed to create an accurate model for future river forecasting throughout the Owens Valley; and,

**WHEREAS**, current climate trends toward warmer air temperatures may contribute to and exacerbate periods of excessive snowmelt runoff; and,

**WHEREAS**, in any year, the timing and volume of snowpack runoff is dependent on temperature and precipitation events which may continue throughout the spring and summer and are intrinsically difficult to predict; and,

**WHEREAS**, the County of Inyo is not a flood control agency and does not have a flood control district; and,

**WHEREAS**, the ability to avoid or minimize flooding associated with runoff is dependent on LADWP's ability to successfully manage its property, diverting water from creeks and other conveyance structures and spreading water through its diversion structures, flood basins, and infrequently used ditches and canals; and,

**WHEREAS**, in 1983, LADWP diversion structures and by-passes on Big Pine and Lone Pine creeks failed, flooding neighboring Tribal lands and damaging County roads and State Highway 395; and,

**WHEREAS**, based on LADWP maps showing water spreading associated with the 1969 runoff, the spreading of water associated with 241-percent of normal-to-date snowpack and 750,000 to 1 million acre-feet of runoff will likely create conditions on lands owned by the City of Los Angeles whereby filled spreading basins and standing water throughout the Owens Valley will promulgate mosquitoes and other vector associated diseases such as West Nile Virus and risks to public health; and,

**WHEREAS**, it is critical that LADWP updates its water spreading maps as time and resources permit for future reference, to reflect and include the 2017 runoff data that was collected and recorded; and,

**WHEREAS**, Inyo County's Owens Valley Mosquito Abatement District typically treats 1,700 acres of land each year and, based on projected run-off in 2017 and 1969 water spreading maps, projects that it will need to treat and monitor 15,000 acres of land, well beyond the reach of its staff, equipment and fiscal resources; and,

**WHEREAS**; the spreading of water during the 1969 runoff propelled the propagation of salt cedar (*Tamarix ramosissima*) and other invasive plant species; and,

**WHEREAS**, a salt cedar tree is a non-native tree that, when mature, can consume 200-gallons of water per day, and the County of Inyo and LADWP have cooperated in funding over \$5,000,000 for a salt cedar control program that has resulted in thousands of acres of salt cedar being eradicated since 1992; and,

**WHEREAS**, other invasive weeds, such as perennial pepperweed which has been managed for more than 25 years in the Owens Valley costing in excess of \$10,000,000, can rapidly colonize in flooded areas and take decades to remove once established causing economic and ecological damage; and,

**WHEREAS**, the City of Los Angeles has spent over \$1 Billion dollars to meet its legal obligations to control dust emissions on Owens Dry Lake and protect the public health and safety, and LADWP's associated dust control infrastructure is threatened by potential inundation; and,

**WHEREAS**, LADWP's necessary releases from reservoirs in Mono and Inyo counties to create capacity for the 2017 runoff and prevent water spilling over Long Valley Dam and Pleasant Valley Dam have resulted in high river flows and erosion below Pleasant Valley Dam that currently threatens public safety, has caused the relocation of vault toilets and has impacted camp sites at the Pleasant Valley Campground; and,

**WHEREAS**, on March 20, 2017, the Mayor of Los Angeles proclaimed that a local emergency now exists throughout the lands adjacent to the City's Los Angeles Aqueduct, its water gathering facilities, its water delivery facilities, and its air quality control facilities located in Mono, Inyo, Kern and Los Angeles Counties and in the City of Los Angeles; and,

**WHEREAS**, pursuant to California Government Code section 8558(c) the proclamation of a local emergency by the City of Los Angeles only pertains to the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of the City of Los Angeles and thereby has no force or effect in the County of Inyo; and,

**WHEREAS**, the County of Inyo and LADWP, along with all allied agencies in the County, have always cooperated and provided mutual assistance during local emergencies in Inyo County; and,

**WHEREAS**, by its definition, the proclamation of a "local emergency" in the City of Los Angeles means the conditions of disaster or of extreme peril to the safety of property and persons associated with the 2017 runoff are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Los Angeles and LADWP, including its operations in the Owens Valley; and,

**WHEREAS**, 2017 runoff conditions threaten the safety of property and persons in Inyo County by flooding private, Tribal and public property; by damaging and/or destroying infrastructure including a portion of Round Valley Road and Pine Creek Bridge, water conveyance and diversion structures, dust control apparatus, sanitary facilities, and campgrounds; creating conditions that propagate mosquitoes and other vectors that harbor disease and threaten public health; and, posing long-term environmental threats associated with the spread of invasive species; and,

**WHEREAS**, projected run-off conditions necessitating this Local Emergency Proclamation materialized on May 16, 2017, with the LADWP's activation of the Bishop Creek by-pass and have since grown in magnitude and consequence with increasingly high temperatures; and,

**WHEREAS**, the County of Inyo and its allied agencies, including LADWP, are now and have been actively responding to the emergency created by run-off conditions; and,

**WHEREAS**, run-off conditions have now closed eight (8) County roads, destroyed the Pine Creek Bridge, begun to undermine the Bishop Creek by-pass structure essential for diverting flood waters around the City of Bishop, impacted private and public property, including the viability for local businesses, and these impacts and damages continue to grow as flood waters are not receding and not expected to recede for weeks; and,

**WHEREAS**, flooding, and water spreading activities necessary to minimize potential flooding have resulted in the creation of mosquito and invasive species habitat that are beyond the capabilities of Inyo County staff and resources to immediately and effectively and thoroughly treat, thereby creating public health and environmental threats; and,

**WHEREAS**, proactively preparing, mitigating and responding to the threatened effects of the 2017 runoff has helped, to date, to minimize flooding and damage to public and private property that would otherwise occurred if these measures had not been taken, and ensure the relative safety and enjoyment of millions of visitors that have come to Inyo County to enjoy the unparalleled natural wonders of Inyo County and, in turn, protected the County's tourism economy; and,

**WHEREAS**, if the threatened effects of the 2017 runoff continues to impact the Owens Valley and are deemed beyond the control of the services, personnel, equipment, and facilities of the City of Los Angeles and LADWP, including its operations in the Owens Valley, the effects of the 2017 runoff are certainly beyond the resources of the County of Inyo and its other allied agencies; and,

**WHEREAS**, the Director of Emergency Services for the County of Inyo has found that the increased threatening conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County as the result of the current runoff from precipitation events in 2017, and that these conditions are likely to be beyond the capacity and control of the services, equipment, personnel, facilities and the fiscal resources of the County of Inyo.

**NOW, THEREFORE, BE IT RESOLVED**, that the Inyo County Board of Supervisors does hereby proclaim the existence of a Local Emergency in Inyo County as the result of 2017 weather events and heavy runoff conditions; and,

**BE IT FURTHER RESOLVED**, that the Inyo County Board of Supervisors hereby directs the staff of the County of Inyo to cooperate with and assist the City of Los Angeles Department of Water and Power in managing its water resources in the Owens Valley during the 2017 runoff to prioritize the protection of persons and private, Tribal and public property and infrastructure in the communities of Inyo County; and,

**BE IT FURTHER RESOLVED AND REQUESTED** that the Director of the Governor's Office of Emergency Services concur in this declaration of a Local Emergency; and,

**BE IT FURTHER RESOLVED**, that the Inyo County Board of Supervisors request that this amended emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance available to mitigate and recover from the damages and effects of the 2017 runoff to the safety of property and persons in Inyo County including threats to private, Tribal and public property and infrastructure, public health, environmental health, and the County's economy described but not limited herein, including that available under the California Disaster Assistance Act (CDAA); and,

**BE IT FURTHER RESOLVED**, that the Governor's Office of Emergency Services provide, without further delay, the County of Inyo with two flood fight containers from the Department of Water Resources, first offered to and requested by the County in 2015; and,


**BE IT FURTHER RESOLVED**, that the Inyo County Board of Supervisors hereby reiterates that all requests for State assistance, and the provision of any State assistance sought or provided in response to this Local Emergency, including regulatory waivers and permissions from local and State agencies, be coordinated and approved through the County's Unified Command and, whenever possible, through the Inyo County Board of Supervisors as the governing body of the Inyo County Operational Area; and,

**BE IT FURTHER RESOLVED**, that the Inyo County Board of Supervisors authorizes the Director of Emergency Services or his designee to make any changes to this emergency proclamation that may be requested by the Governor's Office of Emergency Services; and,

**BE IT FURTHER RESOLVED**, that pursuant to California Government Code Section 8630(c), the Inyo County Board of Supervisors will review the need for continuing the Local Emergency at least every 30 days and, if appropriate, take action to terminate the local emergency as of the earliest possible date that conditions warrant.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of June, 2017, by the following vote of the Inyo County Board of Supervisors:

AYES: -5-  
NOES: -0-  
ABSENT: -0-  
ABSTAIN: -0-

  
\_\_\_\_\_  
Chairperson, Inyo County Board of Supervisors

Attest: *Kevin D. Carunchio*  
Clerk of the Board

By:   
\_\_\_\_\_  
*Darcy Ellis, Assistant*



# County of Inyo

## County Counsel

### CONSENT - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** County Counsel

**SUBJECT:** Findings Pursuant to AB 361 Authorizing Remote Board of Supervisors Meeting

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#### RECOMMENDED ACTION:

Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

#### SUMMARY/JUSTIFICATION:

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Inyo County Health Officer currently recommends that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda materials. Adopting the recommended action would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing or the state of emergency continues to directly impact the ability of the members to meet safely in person. In order to continue to meet under those modified rules, the Board will again need to reconsider the circumstances of the state of emergency and again make at least one of the additional findings required by AB 361.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If your Board chooses to not make the required findings, the Board must meet in person as required by the Brown Act, and any Board Member participating via teleconference must make their location open and available to the public during the meeting.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. AB 361 Public Meeting Recommendations

**APPROVALS:**

Darcy Ellis  
John Vallejo

Created/Initiated - 10/26/2022  
Final Approval - 10/26/2022



*County of Inyo*

**HEALTH & HUMAN SERVICES DEPARTMENT**

Public Health, Suite 203-C  
1360 N. Main Street, Bishop CA 93514  
TEL: (760) 873-7868 FAX: (760) 873-7800

**Marilyn Mann, Director**  
*mmann@inyocounty.us*

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Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

From: Dr. James Richardson, Inyo County Public Health Officer

Re: Continued Recommendation Re Social Distancing and Remote Meetings

In order to help minimize the spread of COVID-19, I recommend that physical/social distancing measures continue to be practiced throughout our Inyo County communities, including at public meetings of the Board of Supervisors and other public agencies. Individuals continue to contract COVID-19 and spread the infection throughout our communities. Social distancing, masking, and vaccination are crucial mitigation measures to prevent the disease's spread. Remote public agency meetings allow for the participation of the community, agency staff, presenters, and board members in a safe environment, with no risk of contagion. As such, and since this disease negatively and directly impacts the ability of public agencies to conduct public meetings safely in person, it is my recommendation that local public agencies conduct their public meetings remotely.

This recommendation will remain in place until further notice.

Dr. James A. Richardson  
Inyo County Health Officer





# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** Ashley Helms

**SUBJECT:** Office Space Lease with GSA

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**RECOMMENDED ACTION:**

Request Board ratify and approve the lease agreement between the County of Inyo and the General Services Administration for the real property described as Room 104 in the Airport Annex Building at 703 Airport Rd., in an amount not to exceed \$180 per month for the period of May 15, 2022 through May 14, 2027, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

In November of 2021, Inyo County entered into a short-term lease for Room 104 (142 square feet) in the Airport Annex Building with the General Services Administration (GSA) for use by TSA. The area had not yet been built out to suit TSA's needs as a manager's office, so the space has been used for storage for the last year. TSA has identified the funds to complete the build-out, so they have requested a long-term lease. Once the lease is approved, GSA will move forward with the security and technology upgrades.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this office space lease. The current short-term lease could continue in holdover, however GSA would not be able to complete the necessary upgrades to create a functional office space for TSA.

**OTHER AGENCY INVOLVEMENT:**

General Services Administration  
Transportation Security Administration

**FINANCING:**

The revenue from this office lease will be placed in the Bishop Airport Operating budget (150100), Revenue Code 4311 (Rents).

**ATTACHMENTS:**

1. TSA Lease - Airport Annex Building Rm 104



**APPROVALS:**

Ashley Helms

Darcy Ellis

John Pinckney

Breanne Nelums

John Vallejo

Amy Shepherd

Michael Errante

Created/Initiated - 10/21/2022

Approved - 10/21/2022

Approved - 10/24/2022

Approved - 10/24/2022

Approved - 10/24/2022

Approved - 10/24/2022

Final Approval - 10/24/2022

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
(Short Form)**

1a. LEASE NUMBER  
**GS-09P-LCA02637**

1b. BUILDING NUMBER  
**CA8516**

**PART I - OFFER (Offeror completes Section A, C, and D; Government shall complete Section B)**

**NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. 1CA2921, Supplemental Lease Requirements document, General Clauses (GSA Form 3517A), and any other attachments included herein.**

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code)  BISHOP AIRPORT (KBIH) 703 AIRPORT RD BISHOP, CA 93514-3603	2. LOCATION(S) IN BUILDING <b>ROOM 104</b>			2e. NUMBER OF PARKING SPACES OFFERED  N/A	
	2a. FLOOR(S)	1ST	2b. ROOM NUMBER(S)		104
	2c. SQ. FT.	RENTABLE 142 ABOA 119 Common Area Factor 19% (1.193277310)	2d. TYPE		<input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input type="checkbox"/> OTHER (Specify)

**B. TERM**

3a. To have and to hold the said Premises with its appurtenances for the term beginning May 15, 2022, and continuing for a period of FIVE (5) YEARS, until May 14, 2027 inclusive, subject to termination and renewal rights as may be hereinafter set forth.

3b. TERMINATION RIGHTS: See paragraph 6.05 "TERMINATION RIGHTS (ON-AIRPORT)(SEP 2013)" of the SUPPLEMENTAL LEASE REQUIREMENTS attached hereto and made a part hereof.

3c. INTENTIONALLY DELETED

**C. RENTAL**

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT \$2,160.00	5b. RATE PER MONTH \$180.00		
RENTAL RATE BREAKDOWN	(\$/RSF/YEAR)*	<b>*NOTE: ALL #S ROUNDED TO 2 DECIMAL PLACES</b>	
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. \$11.02		
7. OPERATING RENT	7a. \$4.20		
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 12 and 13 below for additional breakdown of cost and amortization rate)	8a. \$0.00		
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. N/A		
10. TOTAL RENT	10a. \$15.22		
11. TENANT IMPROVEMENT COSTS \$0.00		12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS N/A	
13. HVAC OVERTIME RATE PER HOUR \$0.00		14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR) \$2.00	

**D. OWNER IDENTIFICATION AND CERTIFICATION**

**15. RECORDED OWNER**

15a. Name <b>COUNTY OF INYO</b>		15b. Unique Entity Identifier (UEI) SAM: EU9KBPLKZ5K5	
15c. Address 168 N. Edwards St. (Physical) P.O. Drawer N (Mailing)	15d. City Independence	15e. State California	15f. ZIP + 4 93526-0613

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

I have read the RLP with attachments in its entirety and am requesting no deviations

**17. OFFEROR'S INTEREST IN PROPERTY**

OWNER       AUTHORIZED AGENT       OTHER (Specify)

**18. OFFEROR**       Check if same as Recorded Owner

18a. NAME	18b. ADDRESS	18c. CITY	18d. STATE	18e. ZIP + 4
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18f. Title	18g. E-mail address	18h. Telephone Number
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18i. OFFEROR'S SIGNATURE	18j. DATE SIGNED
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**PART II - AWARD (To be completed by Government)**

1. Your offer is hereby accepted. This award consummates the Lease, which consists of the following attached documents: (a) this GSA Form 3626, (b) Supplemental Lease Requirements, (c) Security Requirements, (d) Floor Plan delineating the Premises, (e) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property for Small Leases), and (f) the following building improvements, changes or additions made or agreed to by you:

It is agreed and understood that Room 104 is taken "as-is," with no tenant improvements. The Lessor has agreed to replace the room 104 entry door and lock, with items that meet the requirements of this lease, at no additional cost to the Government.

**MASTER EASEMENT**

It is agreed and understood that the premises herein leased by the County of Inyo to the Government is subject to an easement granted to the County of Inyo by the Department of Water and Power of the City of Los Angeles (see Inyo County Official Records Volume 17, Page 462, dated October 7, 1929) for operation of the Bishop Airport, which is incorporated by reference into this Lease. The Government acknowledges that it has received a copy said easement.

**2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.**

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) MERLIN E. NYGREN LEASE CONTRACTING OFFICER PUBLIC BUILDINGS SERVICE, GSA	3b. SIGNATURE OF LEASE CONTRACTING OFFICER	3c. DATE
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## GENERAL CLAUSES

### (Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

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**1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)**

The Lessor shall maintain the Property, 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 Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**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. DEFAULT BY LESSOR (APR 2012)**

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

## 5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

## 6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
  - 1. An adjustment of the delivery date;
  - 2. An equitable adjustment in the rental rate; or
  - 3. A lump sum equitable adjustment.
- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from

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proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

- D. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

## 7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, and local laws applicable to and enforceable against it as a tenant under this Lease, if nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

## 8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

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(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**9. 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)**

(a) *Definition*. As used in this clause –

*United States or its outlying areas* means-

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority*. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance*. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

**10. 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 at <http://www.acquisition.gov>.

**11.** The following clauses are incorporated by reference:

- |                |  |
|----------------|--|
| FAR 52.204-10, | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)<br>(Applicable if over \$30,000 total contract value.) |
| FAR 52.204-13  | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)   |
| FAR 52.204-19  | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).   |

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FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35,000 total contract value.)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2021) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at <a href="http://www.acquisition.gov">http://www.acquisition.gov</a> )
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at <a href="http://www.acquisition.gov">http://www.acquisition.gov</a> )
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232–23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)

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GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

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.

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## SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example, 11,500 RSF and 10,000 ABOA SF will have a CAF of 15%  $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$ . For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

B. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises:  $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$ .

C. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

D. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

### 1.02 INTENTIONALLY DELETED

### 1.03 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

### 1.04 INTENTIONALLY DELETED

### 1.05 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- a) waste, or,
- b) damages or restoration arising from or related to:
  - (1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
  - (2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

### 1.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

### 1.07 ASBESTOS (SMALL) (OCT 2021)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall provide relocation and submit to the Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and guidance and that final clearance for re-occupancy was achieved.

### 1.08 ADJUSTMENT FOR REDUCED SERVICES (SMALL) (OCT 2020)

This Lease provides for normal hours of operation as outlined under Lease Paragraph 6.14, "Provision of Services, Access, and Normal Hours for Airport Occupancies (SEP 2013)." In the event the Government does not require the following normal hours of operations: [7:00 AM to 6:00 PM,

Monday through Sunday, except for Federal holidays], the rental rate and the base for operating cost adjustments will be reduced by \$2.00 per ABOA SF, adjusted to include any CPI adjustment as outlined under Lease paragraph entitled Operating Costs Adjustment. This reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

**1.09 OPERATING COSTS ADJUSTMENT (JUN 2012)**

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost-of-Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost-of-Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost-of-Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost-of-Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

**1.10 OPERATING COST BASE (OCT 2016)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$4.20** per RSF.

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## SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 2.01 WORK PERFORMANCE (SMALL) (SEP 2015)

All work in performance of this Lease shall be done by skilled and licensed workers or mechanics and shall be acceptable to the LCO.

### 2.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SMALL) (SEP 2015)

The Lessor shall reuse items or materials in the construction phase of the project, if such meet the quality standards set forth by the Government in this Lease.

### 2.03 WOOD PRODUCTS (SMALL) (OCT 2020)

For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. Refer to the Forest Stewardship Council United States (<HTTPS://US.FSC.ORG/EN-US>), or the Sustainable Forestry Initiative (<HTTP://WWW.SFIPROGRAM.ORG/>). Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

### 2.04 ADHESIVES AND SEALANTS (SMALL) (OCT 2020)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

### 2.05 BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2019)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, insurance, taxes, lease commission and management, in addition to profit, reserve costs, and loan financing for the Building.

### 2.06 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SMALL) (SEP 2015)

THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services, as noted by the Government's review or otherwise.

### 2.07 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

**2.08 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)**

- A. INTENTIONALLY DELETED
- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

**2.09 FIRE ALARM SYSTEM (SEP 2013)**

- A. INTENTIONALLY DELETED

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

**2.10 INTENTIONALLY DELETED**

**2.11 INTENTIONALLY DELETED**

**2.12 DEMOLITION (JUN 2012)**

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

**2.13 ACCESSIBILITY (FEB 2007)**

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

**2.14 CEILINGS (SMALL) (OCT 2019)**

A complete acoustical ceiling system (which includes grid and lay-in tiles, or other Building standard ceiling system as approved by the LCO) throughout the Premises and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

**2.15 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013) PARTIALLY WAIVED**

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. ~~Exterior doors shall be weather-tight and shall open outward.~~ Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, 1) hollow steel construction, 2) solid core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.



C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

**2.16 WINDOWS (SMALL) (OCT 2020)**

All exterior window assemblies shall be locked, weather resistant and watertight. Windows intended for use as a secondary means of egress must be openable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

**2.17 PARTITIONS: PERMANENT (SMALL) (OCT 2019)**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab, surrounding the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

**2.18 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (OCT 2020)**

- A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.
- E. The maximum flame spread, and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

**2.19 PAINTING – SHELL (SMALL) (OCT 2020)**

The Lessor shall bear the expense for all painting associated with the Building shell, including all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

**2.20 FLOORS AND FLOOR LOAD (SMALL) (OCT 2019)**

- A. All adjoining floor areas shall be of a common level.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

**2.21 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)**

- A. The Lessor shall be responsible for meeting the applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

**2.22 INTENTIONALLY DELETED**

**2.23 RESTROOMS (SMALL) (OCT 2020)**

- A. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- B. Restrooms must meet ABAAS requirements as stated under this Lease.

## 2.24 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SMALL) (OCT 2021)

Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day, shall be independently controlled.

Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality that corresponds with how the HVAC system was design to perform. At a minimum, Lessor must meet ASHRAE Standard 62.1-2004.

Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in the sub-paragraph above. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at <HTTPS://WWW.EPA.GOV/GREEN-BOOK>.

For all refrigerant-containing equipment with over 50 pounds of ozone-depleting substances (including chlorofluorocarbons- CFCs or hydrochlorofluorocarbons- HCFCs), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program for acceptable substitutes and alternatives to ozone-depleting substances when equipment is replaced, comes to its end of useful life, or when newly purchased. Upon request, the Lessor must provide to the Government the type of refrigerant used in chillers and HVAC systems, and the date by which the Lessor plans to replace ozone depleting substances with acceptable refrigerant substitutes in accordance with EPA's SNAP program.

## 2.25 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015)

A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt and include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

## 2.26 INTENTIONALLY DELETED

## 2.27 LIGHTING: INTERIOR AND PARKING – SHELL (SMALL) (OCT 2020)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: Light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

D. BUILDING PERIMETER: Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

E. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

F. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

G. VIDEO SURVEILLANCE SYSTEM (VSS): Lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

**2.28 INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT 2021)**

A. All safety data sheets (SDS) shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

B. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

C. The Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy to remove any detectable odors or visible dust related to the work.

**2.29 INTENTIONALLY DELETED**

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## **SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES**

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**3.01 INTENTIONALLY DELETED**

**3.02 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SMALL) (OCT 2020)**

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 Working Days to complete work by its own contractors.

**3.03 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SMALL) (OCT 2021)**

A. The Government shall accept the Space only if the construction of Building shell, as applicable, conforming to this Lease and any layout drawings is substantially complete, as determined by the Lease Contracting Officer, and a Certificate of Occupancy (C of O) has been issued. The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space.

B. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

C. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

**3.04 INTENTIONALLY DELETED**

**3.05 INTENTIONALLY DELETED**

**3.06 INTENTIONALLY DELETED**

**3.07 INTENTIONALLY DELETED**

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**SECTION 4 INTENTIONALLY DELETED IN ITS ENTIRETY**

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## SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

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### 5.01 INTENTIONALLY DELETED

### 5.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

### 5.03 INTENTIONALLY DELETED

### 5.04 OVERTIME HVAC USAGE (SMALL) (SEP 2016)

- A. Overtime usage services may be ordered by the Government's authorized representative only at the rate prescribed in the Lease.
- B. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

### 5.05 JANITORIAL SERVICES (SMALL) (OCT 2021)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., doorknobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Completely sweep and/or vacuum carpets.
- F. Twice a year. Wash all interior and exterior windows and other glass surfaces.
- G. Every two years. Shampoo carpets in all offices and other non-public areas.
- H. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day.
- I. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at <https://www.epa.gov/ipm/introduction-integrated-pest-management>.

### 5.06 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)

- A. Paint, wall coverings. Lessor shall maintain all wall coverings and high-performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease.
- B. Carpet and flooring.
1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
    - a. Backing or underlayment is exposed;
    - b. There are noticeable variations in surface color or texture;
    - c. It has curls, upturned edges, or other noticeable variations in texture;
    - d. Tiles are loose; or,
    - e. Tears or tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after normal hours.

#### **5.07 IDENTITY VERIFICATION OF PERSONNEL (OCT 2021)**

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements, identified in the CIO P 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the CIO policy and additional information at <HTTP://WWW.GSA.GOV/HSPD12>. This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. This includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

#### **5.08 INTENTIONALLY DELETED**

#### **5.09 INDOOR AIR QUALITY (OCT 2019)**

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

#### **5.10 RADON IN AIR (OCT 2016)**

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: <HTTPS://WWW.EPA.GOV/RADON>.

#### **5.11 RADON IN WATER (JUN 2012)**

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises complies with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

#### **5.12 HAZARDOUS MATERIALS (SEP 2013)**

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

#### **5.13 MOLD (SMALL) (OCT 2021)**

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold. The Lessor shall safely remediate all actionable mold in accordance with methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices.

#### **5.14 OCCUPANT EMERGENCY PLANS (OCT 2020)**

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.



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## SECTION 6 ADDITIONAL TERMS AND CONDITIONS

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### 6.01 SECURITY REQUIREMENTS (SMALL) (OCT 2019)

The Lessor agrees to the requirements of Security Level I attached to this Lease. Level I Security is included in shell rent.

### 6.02 INTENTIONALLY DELETED

### 6.03 RENTAL CONSIDERATION FOR SMALL LEASES (OCT 2019)

Rent shall be paid by electronic funds transfer (EFT) using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell, Tenant Improvements (TIs) specified in the Lease, all taxes of any kind, and all operating costs. Unless a separate rate is specified, rights to parking areas will be deemed included in the rent.

### 6.04 PROVISIONAL ACCEPTANCE (FEB 2021)

- A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.
- B. When a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.
- C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

### 6.05 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with 30 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

### 6.06 GOVERNMENT RELOCATION RIGHTS (ON-AIRPORT) (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

### 6.07 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

- A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101 – "The Aviation and Transportation Security Act" (ATSA), to oversee security measures at the Bishop Airport (BIH).
- B. TSA is responsible for airline passenger and baggage screening services at the Airport.
- C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.
- D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

### 6.08 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing

a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

**6.09 RESTROOMS (ON-AIRPORT) (JUN 2012)**

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

**6.10 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)**

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

**6.11 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)**

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

**6.12 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2021)**

The Government may direct the Lessor to use the Government's designated project management system for post-award and post-occupancy activities.

**6.13 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)**

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- |  |  |   |   |  |
|--|--|---|---|--|
| <input checked="" type="checkbox"/> HEAT                   | <input checked="" type="checkbox"/> TRASH REMOVAL            | <input type="checkbox"/> ELEVATOR SERVICE           | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY            | <input type="checkbox"/> CHILLED DRINKING WATER              | <input checked="" type="checkbox"/> WINDOW WASHING  | <input checked="" type="checkbox"/> PAINTING FREQUENCY                            | _____  |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING         | Frequency <u>PER 5.05</u>                           | Space <u>PER 5.06</u>   |  |
| <input checked="" type="checkbox"/> WATER (Hot & Cold)     | <input checked="" type="checkbox"/> RESTROOM SUPPLIES        | <input checked="" type="checkbox"/> CARPET CLEANING | Public Areas <u>PER 5.06</u>  |  |
| <input checked="" type="checkbox"/> SNOW REMOVAL           | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>PER 5.05</u>                           |   |  |

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

**6.14 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)**

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during tenant working hours. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from 7:00 AM to 6:00 PM, 7 days per week, Monday through Sunday.

**6.15 RECYCLING (ON-AIRPORT) (JUN 2012)**

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

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## SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I

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THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, ALL OF WHICH ARE TO BE PRICED AS PART OF THE BUILDING SHELL.

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### DEFINITIONS:

Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

**CRITICAL AREAS** - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

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## I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

### A. FACILITY ENTRANCES AND LOBBY

#### 1. EMPLOYEE ACCESS CONTROL AT ENTRANCES

The Lessor shall provide a key or a physical access control system (PACS) for the entrance to this building, and to doors identified by the Government as employee entrance doors. The Lessor shall consult and coordinate with the Federal Protective Service (FPS) on the installation, maintenance, and repair of PACS. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

### B. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

#### 1. PUBLIC RESTROOM ACCESS

The Government reserves the right to control access to public restrooms within Government controlled Space.

#### 2. SECURING CRITICAL AREAS

The Lessor shall secure areas designated as Critical Areas to restrict access to authorized personnel only, and post signage accordingly:

- a. At a minimum, the Lessor shall secure building common areas, such as mechanical and janitorial areas, sprinkler rooms, electrical closets, telecommunications rooms, and janitor closets. Keyed locks, PACS, or similar security measures shall strictly control access to Critical Areas. Additional controls for access to keys, PACS, and key codes shall be strictly maintained. The Lessor shall consult and coordinate with FPS on the installation, maintenance, and repair of PACS.

- b. Roofs with HVAC systems and access to interior space from the roof shall be secured, with locks. Roof access shall be strictly controlled through keyed locks, PACS or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

**3. VISITOR ACCESS CONTROL**

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Premises.

**II. INTERIOR (GOVERNMENT SPACE)**

**A. IDENTITY VERIFICATION**

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

**B. FORMAL KEY CONTROL PROGRAM**

The Government reserves the right to implement a formal key control program.

**III. SITES AND EXTERIOR OF THE BUILDING**

**A. SIGNAGE**

**1. POSTING OF REGULATORY SIGNAGE**

The Government may post or request the Lessor to post regulatory, statutory, and site-specific signage.

**B. LANDSCAPING AND ENTRANCES**

**1. LANDSCAPING REQUIREMENTS**

Landscaping shall be neatly trimmed to minimize the opportunity for concealment of individuals and packages/containers.

**IV. SECURITY SYSTEMS**

The Lessor, in consultation with FPS, shall secure any installed alarm and PACS, Video Surveillance System (VSS) components, controllers, and cabling in government- controlled Space against unauthorized access. Lessor shall conduct annual testing of any security systems and daily testing of any active screening equipment.

**A. VIDEO SURVEILLANCE SYSTEM**

If Video Surveillance System (VSS) is in use, the Lessor shall post signage at the entrance of the building. The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020). See [https://www.acquisition.gov/far/part-52#FAR\\_52\\_204\\_25](https://www.acquisition.gov/far/part-52#FAR_52_204_25).

**B. INTRUSION DETECTION SYSTEM**

If Intrusion Detection System (IDS) is in use, the Lessor shall install local annunciation, consisting of an interior alarm within the facility.

**C. DURESS ALARM**

Lessor shall implement duress procedures for emergency situations.

## **V. STRUCTURE**

### **A. BUILDING SYSTEMS**

#### **1. EMERGENCY GENERATOR PROTECTION (T.I.)**

If an emergency generator is required by the Government, the Lessor shall locate it in a secure area, protected from unauthorized access, and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25-foot distance cannot be achieved, the Lessor shall protect utilities through a combination of standoff, hardening, and venting methods.

## **VI. OPERATIONS AND ADMINISTRATION**

### **A. FACILITY SECURITY COMMITTEE (FSC)**

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The Facility Security Committee (FSC) is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

### **B. ACCESS TO BUILDING INFORMATION**

Building Information - including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures - shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of Government tenants are not disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available to the Government in the event of an emergency.

## **VII. CYBERSECURITY**

- A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).
- B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.
- C. Lessors are encouraged to put into place the following cyber protection measures to safeguard facilities and occupants:

1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (<https://ics-cert.us-cert.gov/Recommended-Practices>).
2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (<https://www.nist.gov/cyberframework>) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (<https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015>) for best practices to manage cyber risks.
3. Encourage vendors of BACS to secure these devices and software through the following:
  - a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.
  - b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.
  - c. Disable unnecessary services to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.
  - d. Close unnecessary open ports to secure against unprivileged access.
  - e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project [https://www.owasp.org/index.php/Category:OWASP\\_Top\\_Ten\\_Project](https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project)).
  - f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at <https://www.beyondtrust.com/blog/what-is-least-privilege/>
  - g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.
  - h. Always use an updated antivirus software subscription. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.
  - i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).
  - j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.

- k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).
- l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).
- m. Disallow the use of commercially provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.
- n. Systems should have proper system configuration hardening and align with Center for Internet Security (CIS) benchmarks or other industry recognized benchmarks. Additional information can be found at <https://www.cisecurity.org/cis-benchmarks/>.



# County of Inyo



## Public Works - Road Department

### CONSENT - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** Shannon Platt

**SUBJECT:** Request to Purchase a Freightliner Dump Truck

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**RECOMMENDED ACTION:**

Request Board authorize the purchase of one (1) new 2024 Freightliner dump truck from PB Loader Corporation of Fresno, CA in an amount not exceed \$204,279.95.

**SUMMARY/JUSTIFICATION:**

The Road Department has identified the need to supplement its fleet of large dump trucks. The current California Air Resources Board (CARB) regulations are causing many, non-compliant, trucks in our fleet to be placed in a Low Use category. This limits the miles they can be driven to three thousand miles per year, hampering our efforts to perform maintenance activities. This new truck will meet all current CARB standards and augment our aging fleet.

The Road Department is utilizing Sourcwell, a cooperative purchasing program that provides nationally leveraged discount pricing through the PB Loader Corporation of Fresno, CA (Sourcwell Contract # 080521-PBL). The current Sourcwell discount is ten percent. Pursuant to Inyo County Purchasing Manual Section II(D)(6), the Road Department may purchase this equipment via Sourcwell / PB Loader Corporation without soliciting bids. The Road Department is recommending your Board authorize the purchase of one (1) new 2024 Freightliner ten yard dump truck, from PB Loader and delivered to the Road Department shop in Independence. The total expenses, including delivery, DMV registration and taxes, are not to exceed \$ 204,279.95.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this purchase. This is not recommended as the current Road Department fleet is being impacted by CARB restrictions, impacting our road maintenance operations.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The funding for the ten yard dump truck has been approved in the FY 22/23 Road Department Budget, 034600. Object code 5650, Equipment.



**ATTACHMENTS:**

1. Quote: Dump Truck

**APPROVALS:**

Shannon Platt	Created/Initiated - 10/10/2022
Darcy Ellis	Approved - 10/10/2022
Shannon Platt	Approved - 10/10/2022
Breanne Nelums	Approved - 10/11/2022
John Vallejo	Approved - 10/11/2022
Amy Shepherd	Approved - 10/13/2022
Michael Errante	Final Approval - 10/17/2022



**QUOTATION  
NO. 11304R**

**CUSTOMER: INYO COUNTY  
ATTN: SHANNON PLATT  
SOURCEWELL MEMBER ID# 4507**

DATE: 10/7/2022  
TERMS: NET 30  
F.O.B: FRESNO  
MFG PRODUCT: SEE BELOW  
INSTALL: SEE BELOW

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		<b>PB LOADER CONTRACT NO. 080521-PBL SOURCEWELL CONTRACT - DISCOUNTED PRICES</b>		
		<b>SOURCEWELL DUMP BODY AND ACCESSORIES</b>		
1	PBLDB-10	PB LOADER DUMP BODY, 15 FT 12-14 YARD, HPT53-130 CLASS 80 NTEA HOIST, 3/16" STEEL FLOOR AND TAILGATE, 10 GAUGE STEEL BALANCE, 38" SIDES, 54" FRONT AND 46" REAR, 8" SPREADER APRON, 1/4 CABSHIELD, LED LIGHTS, WIRING HARNESS & BACKUP ALARM, PUMP, CONTROLS, TANK, VALVE, MUD FLAPS, STEEL MUDGUARDS, HOT SHIFT PTO, AIR TAILGATE, PAINT BLACK, INSTALLATION		\$36,696.00
1	50501-00	PULL TARP' - MANUAL W/ SPRING RETURN & HD MESH MATERIAL AND 5 ROPE HOOKS EACH SIDE OF BODY		\$2,865.00
1	8200-00	HITCH PLATE W/ D-RINGS W/ 7-WIRE ROUND TRAILER SOCKET		\$1,385.00
1	7050-50	45 TON PINTLE (PREMIER 370A) W/ AIR CHAMBER		\$1,109.00
1	MODS-23	WHELEN MODEL L31HAF STROBE W/L360BGB BRANCH GUARD MTD ON CAB SHIELD ON SWIVEL		\$1,805.00
1		<b>MARKET PRICE DUMP BODY UPGRADES</b> UPGRADES TO DUMP BODY: - TREATED WOOD SIDE BOARDS - SIDE AND FLOOR TO 3/16" HITEN TO MATCH TAILGATE & FLOOR - SIX PANEL TAILGATE DESIGN (ONE HORIZONTAL AND TWO VERTICAL BRACES) - CHASSIS GLAD HANDS ROUTED TO REAR (LOCATION & STYLE TBD) - PAINT DUMP BODY WHITE, MATCHING CHASSIS CAB		\$1,908.00
1		<b>MARKET PRICE CHASSIS UPGRADE</b> 2024 FREIGHTLINER 114SD 50,000 GVWR 4X4 CHASSIS COMPLETE WITH: - CUMMINS X12 DIESEL ENGINE WITH 475V HP @ 1900 RPM - ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION - RT-46-160 46,000# R-SERIES TANDEM REAR AXLE - TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION - DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE - 16,000# FLAT LEAF FRONT SUSPENSION - 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB - 202-INCH WHEELBASE - 1/2X3.64X11-7/8 INCH STEEL FRAME - 80-GAL. ALUMINUM FUEL TANK - ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS - ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS - CAB PAINTED WHITE		\$138,283.00
		<b>TOTAL:</b>		\$184,051.00
		<b>SALES TAX (7.75%):</b>		\$14,263.95
		<b>CHASSIS EXTENDED WARRANTY (NOTE 2):</b>		\$3,465.00
		<b>FREIGHT:</b>		\$2,500.00
		<b>TOTAL WITH FREIGHT:</b>		\$204,279.95
		<b>NOTES:</b> 1. LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECEIPT OF CHASSIS AND BODY. LEAD TIME SUBJECT TO CHANGE.  2. CHASSIS EXTENDED WARRANTY IS FOR 5-YEARS/ 200,000 MILE TRUCK COVERAGE.  3. CHASSIS WILL NOT BE AVAILABLE UNTIL LATE 4TH QUARTER 2023.		
		Delivery times are approximate.		



# County of Inyo



## Public Works - Road Department

### CONSENT - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** Nolan Ferguson

**SUBJECT:** Resolution and Notice of Completion for the Grandview and Knight Manor Slurry Seal Project

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2022-44 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Grandview and Knight Manor Slurry Seal Project," and authorize the Chairperson to sign, contingent on Change Orders 1 & 2 being approved.

**SUMMARY/JUSTIFICATION:**

At the August 24, 2022 meeting of the Board of Supervisors, your Board awarded the construction contract for the Grandview and Knight Manor Slurry Seal Project for the amount of \$457,167.30.

American Asphalt South Inc. recently completed work on the Grandview and Knight Manor Slurry Seal Project, including additional surfacing adjacent to the Inyo County Administrative Building and the Office of Education Parking Lot. The final total amount was \$506,725.01. On October 14, 2022, the final inspection was performed and the work was determined to be complete to the satisfaction of the Resident Engineer as well as the Public Works Director.

Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion would not be filed. Choosing not to approve the resolution is not recommended as it will extend the period during which stop notices can be filed and will delay the return of retention monies to the Contractor.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Resolution
2. Notice of Completion

**APPROVALS:**

Nolan Ferguson	Created/Initiated - 10/17/2022
Nolan Ferguson	Approved - 10/17/2022
Darcy Ellis	Approved - 10/18/2022
John Pinckney	Approved - 10/18/2022
Grace Chuchla	Approved - 10/18/2022
Michael Errante	Final Approval - 10/19/2022

**RESOLUTION #20\_\_ - \_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE  
GRANDVIEW AND KNIGHT MANOR SLURRY SEAL PROJECTS**

**WHEREAS**, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Grandview and Knight Manor slurry seal project has been completed by American Asphalt South Inc. of Riverside California in accordance with the project specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Grandview and Knight Manor Slurry Seal Project.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ATTEST:**

by \_\_\_\_\_  
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department  
P. O. Drawer Q  
Independence, CA 93515**

The area above this line is for Recorder's Use

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Grandview and Knight Manor Slurry Seal Project on the property hereinafter described was completed on October 14, 2022 and was accepted by the Inyo County Board of Supervisors on \_\_\_\_\_.
2. The property on which the Grandview and Knight Manor Slurry Seal Project has been completed is 310 N Jackson St., Lone Pine, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the County Roads.
4. The undersigned Michael Errante is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted \_\_\_\_\_, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that conducted the Grandview and Knight Manor Slurry Seal Project pursuant to the construction contract with the owner is American Asphalt South Inc. in Riverside California.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the purchase order.

COUNTY OF INYO

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Errante, Director of Public Works

**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Grandview and Knight Manor Slurry Seal Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Errante



# County of Inyo



## Sheriff

### CONSENT - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** Office of the Sheriff

**SUBJECT:** Proposed Fiscal Year 2022 Homeland Security Grant Program (HSGP) Application and Resolution

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**RECOMMENDED ACTION:**

Request Board: A) approve the submittal of the Federal Fiscal Year 2022 HSGP Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution;" and B) authorize the Chairperson to sign the addendum letter.

**SUMMARY/JUSTIFICATION:**

The Department of Homeland Security is offering the FY2022 Homeland Security Grant Program (HSGP), to provide funding to build and sustain planning capabilities in support of the National Preparedness Goal and National Priorities. If awarded, these monies would be used to purchase equipment and provide training to strengthen the County's catastrophic planning capabilities.

In late 2005, the federal government resolved to streamline efforts for States and Urban Areas in obtaining resources that are critical to building and sustaining capabilities to achieve the Interim National Preparedness Goal and implement State and Urban Area Homeland Security Strategies. As a result, the Department of Homeland Security adopted a risk- and need-based approach to allocating future funding for certain programs within HSGP. Their aim is to allocate and apply these resources to generate the highest return on investment and, as a result, strengthen national preparedness in the most effective and efficient manner.

The State has informed each operational area of the amount that is available in grant monies; Inyo County has a potential allocation of \$93,103. The HSGP does not require a cash or in-kind match from the applicant. However, a requirement of the application process is for the governing body, the Board of Supervisors, to adopt a Resolution in support of applying for Homeland Security Grant monies.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the submittal of the 2022 Homeland Security Grant Program application, but this alternative is not recommended. Receiving these grant funds annually is important to support the County's ability to build, sustain and deliver core capabilities that are necessary for maintaining a safe and resilient community. If the County does not apply for the 2022 HSGP, an alternative source of funding will need to



be identified to sustain the County's current recurring emergency service projects.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The 2022 HSGP grant application is for \$93,103 and requires no cost share or match. Upon State approval, Budget #623722 will be created. The Performance Period is September 1, 2022-May 31, 2025.

**ATTACHMENTS:**

1. FY 2022 HSGP Governing Body Resolution (GBR) 2022
2. Face Sheet 2022
3. GBR-Addendum Letter 2022

**APPROVALS:**

Carma Roper	Created/Initiated - 10/17/2022
Darcy Ellis	Approved - 10/18/2022
Carma Roper	Approved - 10/18/2022
John Vallejo	Approved - 10/18/2022
Amy Shepherd	Approved - 10/18/2022
Eric Pritchard	Final Approval - 10/19/2022

**Governing Body Resolution**  
**RESOLUTION 2022-**

BE IT RESOLVED BY THE \_\_\_\_\_ Board of Supervisors  
(Governing Body)

OF THE \_\_\_\_\_ County of Inyo \_\_\_\_\_ THAT  
(Name of Applicant)

\_\_\_\_\_, OR  
County Administrative Officer  
(Name or Title of Authorized Agent)

\_\_\_\_\_, OR  
Director of Emergency Services  
(Name or Title of Authorized Agent)

\_\_\_\_\_  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

**2022 Homeland Security Grant Program**

Passed and approved this 1 day of November, 2022

***Certification***

I, \_\_\_\_\_ Darcy Ellis \_\_\_\_\_, duly appointed and  
(Name)

\_\_\_\_\_, Assistant Clerk \_\_\_\_\_ of the \_\_\_\_\_ Board of Supervisors \_\_\_\_\_  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the \_\_\_\_\_ Board of Supervisors \_\_\_\_\_ of the \_\_\_\_\_ County of Inyo \_\_\_\_\_ on the  
(Governing Body) (Name of Applicant)

\_\_\_\_\_ 1 \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_, 2022

\_\_\_\_\_  
Assistant Clerk of the Board  
(Official Position)

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

\_\_\_\_\_  
(Date)

(Cal OES Use Only)

Cal OES #		FIPS #	027-00000	VS#		Subaward #	2022-0043
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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

- 1. **Subrecipient:** County of Inyo 1a. UEI: EU9KBPLKZ5K5
- 2. **Implementing Agency:** Inyo County Sheriff's Office 2a. UEI: \_\_\_\_\_
- 3. **Implementing Agency Address:** PO Box S Independence 93526+0613  
(Street) (City) (Zip+4)
- 4. **Location of Project:** Independence Inyo 93526+0613  
(City) (County) (Zip+4)
- 5. **Disaster/Program Title:** Homeland Security Grant Program
- 6. **Performance / Budget Period:** September 1, 2022 to May 31, 2025  
(Start Date) (End Date)
- 7. **Indirect Cost Rate:** N/A **Federally Approved ICR (if applicable):** \_\_\_\_\_ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	HSGP-SHSP		\$93,103	\$93,103				\$93,103
9.									
10.									
11.									
12.									
<b>Total</b>	<b>Project</b>	<b>Cost</b>		\$93,103	\$93,103				\$93,103

**13. Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

**14. CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

**15. Official Authorized to Sign for Subrecipient:**  
 Name: Nate Greenberg Title: CAO/Director of Emergency Services  
 Payment Mailing Address: PO Drawer N City: Independence Zip Code+4: 93526+0613  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**16. Federal Employer ID Number:** 95-6005445

**(FOR Cal OES USE ONLY)**

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

\_\_\_\_\_  
 (Cal OES Fiscal Officer) (Date) (Cal OES Director or Designee) (Date)



## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
email: dellis@inyocounty.us



November 1, 2022

California Office of Emergency Services  
Homeland Security Grant Program  
3650 Schriever Avenue  
Mather, CA 95655

On November 1, 2022, the Inyo County Board of Supervisors resolved that the County Administrative Officer/Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California.

Inyo County's Administrative Officer is also the designated Director of Emergency Services. Mr. Nate Greenberg serves in both of these capacities. His information is as follows:

Nate Greenberg  
County of Inyo Administrative Officer  
Director of Emergency Services  
224 N. Edwards Street  
P.O. Drawer N (use as mailing address)  
Independence, CA 93526  
[ngreenberg@inyocounty.us](mailto:ngreenberg@inyocounty.us)  
(760) 878-0292-phone  
(760) 878-0465-FAX

Sincerely,

Dan Totheroh  
Chairperson, Board of Supervisors



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** Ashley Helms

**SUBJECT:** Airport Planning, Engineering and Architectural Services Agreement with Armstrong Consultants

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**RECOMMENDED ACTION:**

Request Board approve the master services agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO for the provision of Airport Planning, Engineering and Architectural Services in an amount not to exceed \$10,000 for the period of November 1, 2022 through October 31, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The Public Works Department advertised two Requests for Qualifications (RFQ) for airport consultant service on May 26, 2022. By the deadline on June 30, two Statements of Qualification (SOQ) were received for Airport Architecture and Engineering (A&E) Services, and four SOQs were received for Airport Planning Services:

- A&E
  - Armstrong Consultants, Grand Junction, CO (with an office in Reno, NV)
  - Tartaglia Engineering, Atascadero, CA
- Planning
  - Armstrong Consultants, Grand Junction, CA
  - Coffman Associates, Scottsdale, AZ
  - Dubois & King, Randolph, VT
  - Environmental Science Associates, Los Angeles, CA

The SOQs were reviewed and scored by the selection panel, and Armstrong Consultants was chosen as the most qualified firm to provide both A&E and Planning Services for the County's airports. Armstrong has extensive experience with airfield engineering and planning projects for agencies similar to Inyo County across the western US - small, but growing, commercial service airports; geographically isolated airports; and clients with multiple airports. Their proposed sub-consultants include Gensler, for terminal architectural services, who recently completed the *Multi-Functional Terminal Building Conceptual Design* for the Bishop Airport (2020); Wilson & Company, who provided architectural services for the Terminal Expansion Project last year; and local firm Eastern Sierra Engineering for geotechnical services; in addition to other well qualified subs for other specialties.

This Master Services Agreement (Agreement) includes a small initial scope and a fee not to exceed \$10,000; all

future services for FAA funded projects will be added to the Agreement via amendment.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to award the Agreement to Armstrong Consultants. This is not recommended as they were the top scoring consultant in the RFQ process.

**OTHER AGENCY INVOLVEMENT:**

FAA

**FINANCING:**

Any costs associated with the initial scope will be paid from the Bishop Airport Operating Budget (150100), Object Code 5265 (Professional Services). Although an agreement of this size would not require the approval of your Board, the eventual Not-to-Exceed amount will very likely exceed the threshold requiring Board action - for example, past County five-year airport consulting contracts have exceeded \$2,000,000. For this reason, we are requesting your Board approve the initial Master Service Agreement.

**ATTACHMENTS:**

1. Armstrong Airport Consultant Contract

**APPROVALS:**

Ashley Helms	Created/Initiated - 10/21/2022
Darcy Ellis	Approved - 10/21/2022
Ashley Helms	Approved - 10/21/2022
John Pinckney	Approved - 10/24/2022
Breanne Nelums	Approved - 10/24/2022
John Vallejo	Approved - 10/27/2022
Amy Shepherd	Approved - 10/27/2022
Michael Errante	Approved - 10/27/2022
Ashley Helms	Final Approval - 10/27/2022

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Armstrong Consultants

**FOR THE PROVISION OF** Engineering, Architecture and Planning **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Engineering, Architecture and Planning services of Armstrong Consultants (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Public Works Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

**2. PERFORMANCE PERIOD**

**(Choose Option 1 or Option 2)**

**Option 1 – Standard Contract**

A. This Contract shall go into effect on \_\_\_\_\_, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on \_\_\_\_\_, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

**Option 2 – On-Call Contracts**

A. This Contract shall go into effect on November 1, 2022, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on October 31, 2027, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

**3. CONSIDERATION**

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Public Works Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled to, by virtue of this Agreement consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed ten thousand \$ 10,000 .00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in



Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant 's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

## **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

## **6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

## **7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA**

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for

the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

## **9. DISADVANTAGED BUSINESS ENTERPRISES**

### **Contract Assurance (§ 26.13)**

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

### **Prompt Payment (§26.29)**

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

## **10. TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **11. CLEAN AIR AND WATER POLLUTION CONTROL**

### **(Applies to all contracts that exceed \$150,000)**

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **12. ENERGY CONSERVATION REQUIREMENTS**

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

## **13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **14. TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

#### **15. CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**18. VETERAN’S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **19. COUNTY PROPERTY**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

## **20. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

For the duration of this Agreement Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

## **21. STATUS OF CONSULTANT**

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

## **22. DEFENSE AND INDEMNIFICATION**

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

## **23. ACCESS TO RECORDS, REPORTS AND AUDIT**

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **24. EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be



limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **25. GENERAL CIVIL RIGHTS PROVISIONS**

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## **26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**27. ASSIGNMENT**

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**28. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County’s notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**29. TERMINATION FOR CONVENIENCE**

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **30. TERMINATION FOR DEFAULT**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **31. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph thirty-seven (37) "Amendment" below.

### **32. CONFIDENTIALITY**

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**33. CONFLICTS**

Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**34. POST AGREEMENT COVENANT**

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**35. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**36. FUNDING LIMITATION**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph thirty-seven (37) "Amendment."

**37. AMENDMENT**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**38. NOTICE**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

**County of Inyo:**

<u>Public Works</u>	Department
<u>168 N Edwards St</u>	Address
<u>Independence, CA 93526</u>	City and State

**Consultant:**

_____	Name
_____	Address
_____	City and State

**39. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Armstrong Consultants

**FOR THE PROVISION OF** Engineering, Architecture and Planning **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONSULTANT**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Armstrong Consultants

**FOR THE PROVISION OF** Airport Engineering, Architecture and Planning **SERVICES**

**TERM:**

**FROM:** November 1, 2022

**TO:** October 21, 2027

**SCOPE OF WORK:**

This is a five year, on-call Master Services Agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other sources. Upon receipt of funding opportunities, the County shall request a Scope of Work and Schedule of Fees for the project from the Consultant. Each new project assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

The initial scope of the Agreement includes the services described in the attached Task Order A.

**TASK ORDER A  
ATTACHMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SPONSOR AND ENGINEER,  
DATED NOVEMBER 1, 2022**

**FURTHER DESCRIPTION OF SERVICES OF ENGINEER**

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between **INYO COUNTY (Owner)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Inyo County, California

3. **WORK PROGRAM** – On-Call Engineering and Consulting Services  
(See Attached Scope of Work)

4. **FEES** - The fees will be Time and Materials (See Attached Rate Table)

Fees shall not exceed \$10,000.00 without prior approval from the Sponsor

SPONSOR:  
**INYO COUNTY**

ENGINEER:  
**ARMSTRONG CONSULTANTS, INC.**

\_\_\_\_\_  
Dennis Corsi, President

**TASK ORDER A  
SCOPE OF WORK  
INYO COUNTY  
MISCELLANEOUS ON-CALL SERVICES**

---

This Scope of Work is intended to provide On-Call Planning, Engineering and Consulting Services to support Inyo County for miscellaneous Tasks requested by the Sponsor. The work covered in this scope is generally not funded by Federal or State sources. The intent of this Task Order is to provide an efficient and effective method of executing and completing the various items as needed.

Said Tasks may include, but are not limited to, the preparation and/or update of various drawings, plans, sketches or visual aids, cost estimates, minor design or engineering assignments, feasibility studies, reports and documentation, facilitation or participation in conferences or meetings, reviewing other consultant work products, and/or site visits and evaluation of conditions.

Engineer's services for the above described Tasks will be provided in accordance with mutually agreed upon assignments and may include one or more of the services listed above. Tasks will be assigned and/or agreed upon in writing with sufficient description to ensure the deliverables, level of effort and timeframe are understood. Invoices will be submitted monthly or upon completion of a specific Task or milestone.

**Rate Table**

Work activities will be billed in accordance with hourly rate table listed below. Cumulative fees under this Task Order shall not exceed \$10,000 without prior approval from the Sponsor. Cumulative and current balance updates for the overall Task Order contract limit will be provided with each invoice.

<b>DESCRIPTION</b>	<b>HOURLY RATE</b>
Principal	\$242/hr
Senior Project Manager	\$193/hr
Project Manager	\$175/hr.
Project Engineer	\$147/hr.
Project Planner	\$143/hr.
Senior Drafter / Designer	\$147/hr
Designer	\$121/hr.
Field Eng. Supervisor	\$147/hr.
Resident Project Representative	\$135/hr.
Project Coordinator	\$99/hr.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Armstrong Consultants

**FOR THE PROVISION OF** Airport Engineering, Architecture and Planning **SERVICES**

**TERM:**

**FROM:** November 1, 2022

**TO:** October 21, 2027

**SCHEDULE OF FEES:**

This is a five year, on-call master service agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other funding sources. Any future work assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

The schedule of fees for the initial scope of this Agreement is included in the document Task Order A, included in Attachment A: Scope of Work of this Agreement.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Armstrong Consultants

**FOR THE PROVISION OF** Airport Engineering, Architecture and Planning **SERVICES**

**TERM:**

**FROM:** November 1, 2022

**TO:** October 21, 2027

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

This is a five year, on-call Master Services Agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other sources. Upon receipt of funding opportunities, the County shall request a Scope of Work and Schedule of Fees for the project from the Consultant. Each new project assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

No travel or per diem payments are included in the initial Agreement.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Armstrong Consultants

**FOR THE PROVISION OF** Airport Engineering, Architecture and Planning **SERVICES**

**TERM:**

**FROM:** November 1, 2022

**TO:** October 21, 2027

**SEE ATTACHED INSURANCE PROVISIONS**

The following insurance requirements will apply to all work carried out under this Agreement unless modified for a specific project by amendment.

## 2022 Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence for engineering services** and **\$1,000,000 for planning services**. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:



## 2022 Insurance Requirements for Professional Services

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

**Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

**Waiver of Subrogation:** Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

## 2022 Insurance Requirements for Professional Services

**Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

**Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Special Risks or Circumstances:** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.  
-end-



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** Nolan Ferguson

**SUBJECT:** Approval of Budget Amendment and Contract Change Orders

---

#### RECOMMENDED ACTION:

Request Board:

- A) Amend the Fiscal Year 2022-2023 Road Budget (034600) by increasing appropriation in Construction In Progress (5700) by \$43,968.00 (*4/5ths vote required*); and
- B) Approve Change Orders 1 & 2 to the contract between the County of Inyo and American Asphalt South Inc. of Riverside, CA, that increase the contract to an amount not to exceed \$506,735.01, and authorize the Public Works Director to sign.

#### SUMMARY/JUSTIFICATION:

American Asphalt South Inc. completed the Grandview, Knight Manor and Office of Education slurry seal projects. Two change orders were issued. The first change order encompassed adding grinding prep work to the Office of Education parking lot, as well as adding the Administrative parking lot, Center Street and Lily Alley to the scope of the slurry project. The second change order is a balancing change order for an additional 113.66 tons of material that were required in order to complete the original scope. The total of the two change orders equals \$49,567.71, or 10.84% of the original contract amount of \$457,167.30.

These change orders initiated the need for a budget amendment within the Road Budget 034600. Original budget for this project out of Road Funds was \$444,662.30 and with these change orders the new Road Budget cost is \$488,630.01. The budget amendment does not include increasing appropriations in any revenue source as funding will be pulled from our fund balance where we house some of the RMRA (SB1) funds.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

The Board previously approved these projects under the RMRA Project Resolution #2022-14 on April 26, 2022: Project #19 included Grandview Subdivision Slurry Seal Project #22 included Knight Manor Subdivision Slurry Seal. The office of education slurry seal was approved as an Add Alternate to the project. On October 6th 2022, the first change order was issued which encompassed the Office of Education grinding prep work, as well as the Administrative parking lot, Center Street and Lily Ally Slurry Seal. The Administrative parking lot was added to the scope in order to address ADA compliance for the risk department, and the adjacent roads (Center Street and Lily Alley) were added to encompass the entire Administrative parking lot vicinity, and because these two county roads were in poor shape.

The AC Grinding in the first change order was added in order to address concerns of the Slurry Seal not being

able to adhere to the fog coat on the asphalt.

The second change was issued on October 25th 2022 because 113.66 tons of material was used on the Knight Manor/Grandview portion of the project in addition to the original scope. The original contract was based off of a projected tonnage requirement. The project required additional tonnage of Slurry in order to fulfill the scope.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose not to approve these change orders, which is not recommended as the work has already been completed.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

These change orders will be paid out of the following budgets:

- \$2,600 for the Office of Education parking lot will be paid out of the Deferred Maintenance Budget (011501) in Structures and Improvements (5640).
- \$3,000 for the Administration parking lot will be paid out of the County Liability Trust (500903) in Maintenance of Structures (5199).
- \$43,967.71 for Lily Street, Center Street and additional microsurfacing in Knight Manor and Grandview will be paid out of Road Budget (034600) in Construction in Progress (5700).

**ATTACHMENTS:**

1. American Asphalt CO 1 10-6-22
2. American Asphalt CO 2 10-25-22

**APPROVALS:**

Nolan Ferguson	Created/Initiated - 10/26/2022
Nolan Ferguson	Approved - 10/26/2022
John Pinckney	Approved - 10/26/2022
Breanne Nelums	Approved - 10/26/2022
Denelle Carrington	Approved - 10/26/2022
Darcy Ellis	Approved - 10/26/2022
John Vallejo	Approved - 10/27/2022
Amy Shepherd	Approved - 10/27/2022
Michael Errante	Final Approval - 10/27/2022

**INYO COUNTY CONTRACT CHANGE ORDER FORM**

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PROJECT: Knight Manor and Grandview Slurry Seal Project

CHANGE ORDER NO. 1

OWNER: Public Works

DATE: October 6<sup>th</sup>, 2022

CONTRACTOR: American Asphalt South, Inc.

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YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

DESCRIPTION	TIME EXTENSION	AMOUNT
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**Provide additional services per the attached quote date October 5<sup>th</sup>, 2022. Item #1 is \$2600.00 for asphalt grinding at the Inyo County Office of Education to prep for slurry seal over fog coat, and Item #2 is \$11,000 to slurry seal the parking lot and roads behind the Inyo County Courthouse.**

Original Contract Amount.....	<u>\$457,167.30</u>
Amount for previous Change Orders .....	<u>\$0</u>
Contract amount prior to this Change Order .....	<u>\$457,167.30</u>
Amount of this Change Order .....	<u>\$13,600.00</u>
NEW CONTRACT AMOUNT including this Change Order .....	<u>\$470,767.30</u>

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER: November 5<sup>th</sup>, 2022

ACCEPTED BY:

CONTRACTOR:  DATE: 10/10/2022

OWNER:  DATE: 10/10/2022  
Mike Errante, Director of Public Works



# American Asphalt South, Inc.

**Date:** 05-Oct-22  
**To:** COUNTY OF INYO  
**Address:**

**Attn:** NOLAN FERGUSON  
**Phone:** **Fax:**  
**From:** TYLER SKENDER  
**Pages:** 1

**Subject:** LIGHTLY SCUFFING THE SURFACE OF THE ASPHALT AT 555 S CLAY STREET IN THE CITY OF INDEPENDENCE & ADDITIONAL MICROSURFACING

American Asphalt South, Inc. will provide all equipment, labor, material and tools to perform the following work on the above referenced project.

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT (\$)</u>	<u>TOTAL(\$)</u>
1	AC GRINDING	LS	1	\$2,600.00	\$2,600.00
2	EXTRA MICRO SURFACING AT ADMIN BUILDING, LILY ST, CENTER ST	TONS	22	\$500.0000	\$11,000.00

The following inclusions and exclusions apply.

**INCLUSIONS:** 1 MOVE-IN  
SWEEPING PRIOR TO SLURRY SEALING  
PROVIDING TRAFFIC CONTROL FOR SLURRY SEALING  
ADVANCE NOTIFYING & POSTING "NO PARKING" SIGNS

**EXCLUSIONS:** PAVEMENT REPAIRS  
CRACK WEEDING, CLEANING & SEALING  
STRIPE/MARKER-REMOVAL, REPLACEMENT, PROTECTION, OR  
REFERENCING  
TEMPORARY STRIPING/MARKING  
CLEANING OR WEEDING OTHER THAN STATED ABOVE

THREE WEEKS ADVANCE NOTICE REQUIRED PRIOR TO STARTING PROJECT. FINAL PAYMENT IS DUE 30 DAYS AFTER COMPLETION OF OUR WORK OR 30 DAYS AFTER PROJECT ACCEPTANCE, WHICHEVER IS EARLIER.

SUBMITTED BY:   
TYLER SKENDER - ESTIMATOR

DATE: 10/5/2022

ACCEPTED BY:   
Michael Erante

DATE: 10/10/2022

www.americanasphaltsouth.com  
Lic. # 784969

MAILING ADDRESS: P.O. BOX 310036 • FONTANA, CA 92331 • PHYSICAL ADDRESS: 19792 EL RIVINO ROAD • RIVERSIDE, CA 92509 • (909) 427-8276 • FAX (909) 427-8279

**INYO COUNTY CONTRACT CHANGE ORDER FORM**

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PROJECT: Knight Manor and Grandview Slurry Seal Project

CHANGE ORDER NO. 2

OWNER: Public Works

DATE: October 25th, 2022

CONTRACTOR: American Asphalt South, Inc.

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YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

DESCRIPTION	TIME EXTENSION	AMOUNT
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**Provide extra tonnage of Type II Micro Surfacing as follows:**

<b>Knight Manor Subdivision</b>	<b>47.66 TONS @ \$316.45/TON</b>	<b>\$15,082.01</b>
<b>Grandview Subdivision</b>	<b>66.00 TONS @ \$316.45/TON</b>	<b>\$20,885.70</b>

Original Contract Amount.....	<u>\$457,167.30</u>
Amount for previous Change Orders .....	<u>\$13,600.00</u>
Contract amount prior to this Change Order .....	<u>\$470,767.30</u>
Amount of this Change Order .....	<u>\$35,967.71</u>
NEW CONTRACT AMOUNT including this Change Order .....	<u>\$506,735.01</u>

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER: November 5<sup>th</sup>, 2022

ACCEPTED BY:

CONTRACTOR:  \_\_\_\_\_ DATE: 10/25/2022 \_\_\_\_\_

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

Mike Errante, Director of Public Works



# American Asphalt South, Inc.

Date: 10-Oct-22  
To: COUNTY OF INYO  
Address:

Attn: NOLAN FERGUSON  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
From: TYLER SKENDER  
Pages: 1  
Subject: KNIGHT MANOR AND GRANVIEW SLURRY PROJECT  
CHANGE ORDER REQUEST- EXTR MICROSURFACING TONNAGE

American Asphalt South, Inc. will provide all equipment, labor, material and tools to perform the following work on the above referenced project.

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT (\$)</u>	<u>TOTAL(\$)</u>
1	TYPE II MICRO SURFACING EXTRA TONNAGE - KNIGHT MANOR	TONS	47.66	\$316.45	\$15,082.01
	TYPE II MICRO SURFACING EXTRA TONNAGE - GRANDVIEW	TONS	66	\$316.45	\$20,885.70
				<b>TOTAL=</b>	<b>\$35,967.71</b>

The following inclusions and exclusions apply

**INCLUSIONS:**

**EXCLUSIONS:**

SUBMITTED BY:   
TYLER SKENDER - PROJECT MANAGER

DATE: 10/10/2022

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

www.americanasphaltsouth.com

Lic. # 784969

MAILING ADDRESS: P.O. BOX 310036 • FONTANA, CA 92331 • PHYSICAL ADDRESS: 19792 EL RIVINO ROAD • RIVERSIDE, CA 92509 • (909) 427-8276 • FAX (909) 427-8279







# County of Inyo

## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 1, 2022

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Board of Supervisors Meeting Minutes

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**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meeting of October 25, 2022.

**SUMMARY/JUSTIFICATION:**

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 10/27/2022  
Final Approval - 10/27/2022