

Gridley City Council – Regular City Council Meeting Agenda

Monday, January 7, 2019; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

“Our purpose is to continuously enhance our community’s vitality and overall quality of life. We are committed to providing high quality, cost-effective municipal services and forming productive partnerships with our residents and regional organizations. We collectively develop, share, and are guided by a clear vision, values, and meaningful objectives.”

CALL TO ORDER - Mayor Johnson

ROLL CALL - Recording Secretary

PLEDGE OF ALLEGIANCE – Councilmember Williams

INVOCATION – Larry Dolan of the Church of Jesus Christ of Latter-Day Saints

PROCLAMATIONS – None

COMMUNITY PARTICIPATION FORUM - *Members of the public may address the City Council on matters not listed on the agenda. The City Council may not discuss nor take action on any community participation item brought forward by a member of the community. Comments are requested to be limited to three (3) minutes.*

CONSENT AGENDA – *Items 1 and 2 of the Consent Agenda are considered routine and acted upon by one motion. Any Council member may request that an item be removed for separate consideration. The City Council may only make minor comments; otherwise the item should be removed from the Consent Agenda and placed as the first item(s) under “Items for Council Consideration”.*

1. City Council minutes dated December 17, 2018
2. Authorization to Auction Surplus Police Vehicle

PUBLIC HEARING – None

ITEMS FOR COUNCIL CONSIDERATION

3. Acceptance of Lease Agreement with the United States General Services Agency (GSA) for short-term Lease of City Industrial Park

CITY STAFF AND COUNCIL COMMITTEE REPORTS - *Brief updates from City staff and brief reports on conferences, seminars, and meetings attended by the Mayor and City Council members, if any.*

POTENTIAL FUTURE CITY COUNCIL ITEMS - (Appearing on the Agenda within 30-90 days):

Council Committee Appointments	1/22/2019
Fire Vehicle Purchase	1/22/2019
Update on Finance Software Selection Process	1/22/2019
Approval of Selection Process for Police Chief	2/4/2019
Approval of FY 17/18 Audit	2/19/2019

CLOSED SESSION - Government Code 54757 - Public Employee Performance Evaluation, Interim Police Chief

ADJOURNMENT – adjourning to the next regularly scheduled meeting on Tuesday, January 22, 2019

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., January 4th, 2019, in accordance with Government Code Section 54954.2. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and at the Administration counter in City Hall, 685 Kentucky Street, Gridley, CA.

NOTE 2: REGARDING UNSCHEDULED MATTERS – In accordance with state law, it shall be the policy of this Council that no action shall be taken on any item presented during the public forum or on unscheduled matters unless the Council, by majority vote, determines that an emergency situation exists, or, unless the Council by a two-thirds vote finds that the need to take action arose subsequent to the posting of this agenda.

Gridley City Council – DRAFT City Council Meeting Minutes

Monday, December 17, 2018; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

“Our purpose is to continuously enhance our community’s vitality and overall quality of life. We are committed to providing high quality, cost-effective municipal services and forming productive partnerships with our residents and regional organizations. We collectively develop, share, and are guided by a clear vision, values, and meaningful objectives.”

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 p.m.

ROLL CALL

Councilmembers

Present: Williams, Borges, Johnson, Farr
Absent: Hall
Arriving after roll call: None

Staff present:

Paul Eckert, City Administrator
Tony Galyean, City Attorney
Juan Solis, Finance Director
Daryl Dye, Utilities Director
Al Byers, Interim Police Chief
Mike Hensley, I.T. Director

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Borges.

INVOCATION

Bill Gallagher of the Calvary Chapel of Gridley provided the invocation.

PROCLAMATIONS – None

COMMUNITY PARTICIPATION FORUM

Jaki Walker spoke regarding her plans to provide meals and clothing to those in need.

CONSENT AGENDA

1. City Council minutes dated December 3, 2018
2. Intergovernmental Agency Agreement Between the City of Gridley and Regional Housing Authority for Housing Consultant Services

Motion to approve the consent agenda by Vice Mayor Williams, seconded by Councilmember Borges.

ROLL CALL VOTE

Ayes: Borges, Williams, Johnson, Farr

Motion passed, 4-0

PUBLIC HEARING – None

ITEMS FOR COUNCIL CONSIDERATION

3. Agreement with the United States General Services Agency (GSA) for short-term Lease of City Industrial Park

Administrator Eckert thanked the Gridley community for the amazing outpouring of support and generosity during and since the Camp Fire tragedy. He gave a review of the proposed agreement, highlighting conceptual drawings of what it would mean for the Industrial Park.

Mr. Kevin Hannes, Deputy Federal Coordinating Officer for FEMA spoke in more detail as to how the FEMA Temporary Housing Site is managed and who qualifies for tenancy, etc. He answered questions from Council and the public.

Many from the public stood to share their concerns regarding the temporary housing site. Those concerns included traffic, security, schooling and questions regarding the lease agreement and certain terms.

After much discussion, motion to approve item #3 by Councilmember Farr, seconded by Councilmember Borges

ROLL CALL VOTE

Ayes: Farr, Johnson, Williams, Borges

Motion passed, 4-0

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Mayor Johnson reported that he attended the Butte County Mosquito and Vector Control District board meeting.

POTENTIAL FUTURE CITY COUNCIL ITEMS - (Appearing on the Agenda within 30-90 days):

Council Committee Appointments	1/7/2019
Fire Vehicle Purchase	1/7/2019
Approval of Selection Process for Police Chief	1/21/2019
Approval of FY 17/18 Audit	1/21/2019

CLOSED SESSION - None

ADJOURNMENT

With no items for further discussion, Council adjourned at 8:37 p.m.

Paul Eckert, City Clerk

City Council Agenda Item #2
Staff Report

Date: January 7, 2019

To: Mayor and City Council

From: Allen Byers, Interim Police Chief

Subject: Authorization to Auction Surplus Police Vehicle

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the City Council declare the below listed vehicle as surplus and further direct staff to auction the vehicle per the City of Gridley's surplus procedures.

Background

The Department has one vehicle that needs to be surplused. The vehicle is a 2006 Ford Crown Victoria with 112,768 miles. This vehicle has been well utilized and has provided over twelve years of police department use. After an internal evaluation of this vehicle, it was determined that the cost to benefit of repairing or maintaining the vehicle is not warranted. Therefore, keeping this vehicle in the police fleet would not be prudent and will be auctioned following the City's surplus procedures.

Financial Impact

The vehicle will be sold through a public auction; it is difficult to anticipate the selling price of the vehicle.

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be transparent regarding all business transactions and financial matters.

Attachment

None

City Council Agenda Item #3
Staff Report

Date: January 7, 2019

To: Mayor and City Council

From: Paul Eckert, City Administrator

Subject: Acceptance of Lease Agreement with the United States General Services Agency (GSA) for short-term Lease of City Industrial Park

x	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully requests that the City Council accept the attached lease agreement with the United States General Services Agency (GSA) for a 12 to 24-month lease of the City Industrial Park for the purposes of Modular Housing Units to meet the needs of pre-screened and qualified registrants with high quality temporary housing. The effective date of the lease has been delayed to allow processing time for the Gridley School's Project SERV Grant.

Background

The City Council conducted community meetings on December 17, 2018 and December 28, 2018 regarding the potential temporary community for registered FEMA Camp Fire Survivors at the City owned Industrial Park. A copy of the lease agreement was provided to the City Council for review and discussion. During the December 17th Council meeting the City Council authorized the City Administrator to work with the City Attorney and sign a lease agreement with the United States General Services Agency (GSA) for a 12 to 24-month lease of the City Industrial Park for the purposes of Modular Housing Units to meet the needs of pre-screened and qualified registrants with high quality temporary housing.

In response to community requests, an expansive list of questions and answers has been developed and shared with the public on the City's website at <http://gridley.ca.us/news/potential-temporary-gridley-camp-fire-community-faqs> and on a wide variety of local social media sites.

The City has continued to revise the agreement to reflect Council and community interests. Revisions include the addition of language to specify the final use date of July 1, 2021 (it's expected that the actual end date will be July 2020 to December 2020). As reflected in the attached Infrastructure List, the Vermont Street access has been removed. Other changes include various protections to the City regarding any adverse impacts to the ground. The City continues to work with the Gridley Unified School District and the Butte County Office of Education. The effective date of the lease has been delayed to allow processing time for the Gridley School's Project SERV Grant.

The Camp Wildfire is considered the most destructive wildfire in California's history, burning nearly 154,000 acres for 17 days, claiming at least 85 lives, and destroying nearly 13,972 residences. Tireless Gridley volunteers of all ages have provided their time and generous contributions to assist Red Cross sanctioned fire evacuees. Experienced Red Cross and Federal Emergency Management Agency (FEMA) leaders have underscored that the Gridley/Biggs communities have been unrivaled supporters of those in need.

Due to the unprecedented number of fire victims in need of quality temporary housing, the State of California has proclaimed an emergency, declaring the provision of housing as a State priority. FEMA is working diligently to find short-term housing opportunities for families displaced by the Camp Fire. The proposed community project in Gridley is a FEMA effort and is not driven by the City of Gridley. In order to be registered with FEMA, individuals and families must have clearly identified fire damages at their official addresses. FEMA registration requirements far exceed Red Cross shelter requirements.

Gridley's Role

The City of Gridley is committed to assisting FEMA registered residents of Paradise and other impacted communities. Along with the cities of Chico and Oroville, the City of Gridley has committed to reviewing the possible provision of high-quality temporary housing options for residents of Butte County displaced by the catastrophic and devastating Camp Fire. Gridley is closely coordinating with our local partners of Paradise, Chico, Oroville, and Butte County; as well as the State of California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) to provide high quality temporary housing solutions.

Proposed Location

The proposed "Gridley Camp Fire Community" is located on the vacant City owned parcels located at the City Industrial Park near West Liberty Road. The site includes 73 acres of available land and has space for approximately 350 families, which will resolve approximately 15 percent of the housing need based on current estimates. The site is expected to house approximately 1,200 residents with 200 to 300 students.

The site includes water distribution, sewer, and electric and conforms with State, County and local development codes. The site is considered an ideal location to temporarily house FEMA registered survivors as they work to obtain permanent housing as quickly as possible.



A total of 72.39 acres are included in the three parcels proposed for lease in the Gridley Industrial Park including:

Parcel# 021-240-027-000 (35.310 acres) Northerly portion
Parcel# 021-270-042-000 (33.470 acres) Southerly portion
Parcel# 021-270-040-000 (3.610 acres) Small parcel at south east corner

Requested FEMA Infrastructure Investments for Gridley

In furtherance of the purposes of the Lease, the Government of the United States will provide the following infrastructure improvements to service and facilitate the Gridley Camp Fire Community:

1. Grading and drainage improvements to the property including, but not limited to a water retention pond to be located generally in the southwest corner of the site;
2. Extension and street improvements of Independence Drive (generally running from north to south) to connect with West Liberty Road and Kentucky Street easement at the edge of adjoining real property (generally known and referred to as the Cannery Property). The northerly portion shall include a cul-de-sac configuration for emergency vehicle use. The northerly cul-de-sac shall include a "break-away" gate for emergency vehicle access for fire apparatus;
3. Paving of the East/West access road at Industrial Park Drive from the Rail Corridor on the east to the private Vermont Street easement at the edge of the adjoining real property (generally known and referred to as the Fillmore Farm) on the northwest. Both the east and northwestern ends shall include a cul-de-sac configuration for emergency vehicle use;
4. Installation of appropriate permanent wall along the railroad rail line property located generally along the easterly boundary of the Camp Fire Community site;
5. Installation of appropriate security fencing (minimum 6 ft in height) around remaining perimeter of Camp Fire Community site;
6. Installation of appropriate looped water system improvements necessary to connect the Camp Fire Community site to City's municipal water system in order to enhance onsite well water delivery in order to assure sufficient and reliable water delivery pressure for residential and required fire hydrant use within the community.
7. Any and all electrical utility equipment improvements necessary to provide alternate electrical feed and delivery to the Camp Fire Community site within the underground trenching within Kentucky Street established during the looping of City's municipal water delivery system to the community;
8. Open "Green Spaces" to be located generally in the southeast and northwest corners of the Camp Fire Community site. The southeastern green space located near the entrance to the community shall include an improved graded and graveled parking area to accommodate visitors to the community;
9. All appropriate street lighting throughout the Camp Fire Community site;
10. Installation of sewer collection system improvements necessary in order to connect to City's current existing sewage lift station located adjacent to California State Highway Route 99;
11. Installation of street and pedestrian access through adjoining privately owned cannery site to connect Independence Drive and Kentucky Street in order to provide safe pedestrian access for Camp Fire Community site residents to schools and other areas

within the City of Gridley;

12. Ringed asphalt trail around the outer edge of the Camp Fire Community site for security patrols and recreational use by community residents (walking, bicycling, etc.).

Best Management Practices and Site Characteristics

- Site will include 1 to 4-bedroom Modular Housing Units (MHU's) for displaced families
- Site will include green space, play fields, and playgrounds
- Offices will be located for on-site property management with 24/7 security
- Waste removal services will be provided
- On-site case management services to assist survivors with recovery
- Site has access to fire, medical, and police services
- School access for children
- BCAG Bus Service will be provided
- Availability of social services
- Local utilities will be provided to each MHU
- Access to public transportation (a bus stop is included in the design for survivors)
- Close to shopping (less than one mile to a grocery store and pharmacy)
- Proper lighting throughout the community
- Security fencing and wall along RR
- Adequate parking for every survivor
- Rules similar to commercial facilities will be enforced to ensure the safety of all residents
- Survivors may use their assigned unit for 18 to 24 months from the date of declaration.
- All Modular Housing Units will be completely removed at termination of the lease.

Financial Impact

Fiscal impacts include: per MHU monthly lease payments that will go to the City's General Fund; significant electric, water, and sewer utility revenue; and the significant value of the proposed infrastructure projects including "fast tracked" signalization of Highway 99, street infrastructure in the Industrial Park, and water, sewer, and electric system extensions. It's anticipated that two police officers or Community Services Officers and one firefighter may be added during this period funded by State or Federal resources.

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachments

- Lease Agreement with United States Government
- Concept Drawings
- Frequently Asked Questions (FAQ's)

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

1. LEASE NUMBER
GS-09P-LCA00568

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 this Lease, the 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

<p>1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code)</p> <p>Gridley Industrial Park Independence Place and Industrial Park Drive Gridley, CA 95948-9341</p>	<p>2. LOCATION</p> <p>Gridley Industrial Park: APNs 021-240-027-00, 021-270-040-000, and 021-270-042-000, County of Butte, California</p> <table border="1"> <tr> <td data-bbox="446 525 738 619"> <p>2a. FLOOR(S)</p> <p>N/A</p> </td> <td data-bbox="738 525 1063 619"> <p>2b. ROOM NUMBER(S)</p> <p>N/A</p> </td> <td colspan="2" data-bbox="1063 525 1477 798"> <p>2e. NUMBER OF PARKING SPACES OFFERED</p> <p>STRUCTURED N/A</p> <p>SURFACE N/A</p> <p>ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW)</p> <p>STRUCTURED N/A</p> <p>SURFACE N/A</p> </td> </tr> <tr> <td data-bbox="446 619 738 798"> <p>2c. ACRES</p> <p>Approximately 72.39 acres in 3 separate parcels described above</p> </td> <td colspan="2" data-bbox="738 619 1063 798"> <p>2d. TYPE</p> <p><input type="checkbox"/> GENERAL OFFICE</p> <p><input type="checkbox"/> WAREHOUSE</p> <p><input checked="" type="checkbox"/> OTHER (Specify)</p> <p>LAND</p> </td> <td colspan="2"></td> </tr> </table>			<p>2a. FLOOR(S)</p> <p>N/A</p>	<p>2b. ROOM NUMBER(S)</p> <p>N/A</p>	<p>2e. NUMBER OF PARKING SPACES OFFERED</p> <p>STRUCTURED N/A</p> <p>SURFACE N/A</p> <p>ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW)</p> <p>STRUCTURED N/A</p> <p>SURFACE N/A</p>		<p>2c. ACRES</p> <p>Approximately 72.39 acres in 3 separate parcels described above</p>	<p>2d. TYPE</p> <p><input type="checkbox"/> GENERAL OFFICE</p> <p><input type="checkbox"/> WAREHOUSE</p> <p><input checked="" type="checkbox"/> OTHER (Specify)</p> <p>LAND</p>			
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B. TERM

3a. To Have and To Hold the said Premises with its appurtenances for the term beginning **January 15, 2019** and continuing through **January 14, 2020**, a period of ONE (1) Year Firm; subject to termination and renewal rights hereinafter set forth.

3b. The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than FIFTEEN (15) days' prior written notice to the Lessor. 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.

3c. This Lease may be renewed at the option of the Government for incremental terms of ONE (1) to SIX (6) months, not to exceed a total of THIRTY (30) months or extend past **July 1, 2021**, at the rental rate(s) set forth below, provided notice is given to the Lessor at least THREE (3) days before the end of the Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term. The Government shall be entitled to exercise the renewal options in increments as small as one month, and said renewal options may be exercised multiple times up to the 30 month maximum term.

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.

<p>5a. AMOUNT OF ANNUAL RENT</p> <p>\$1,559,280.60</p>	<p>5b. RATE PER MONTH</p> <p>\$129,940.05</p>		
<p>RENTAL RATE BREAKDOWN</p>	<p>RATE PER ACRE PER MONTH</p>		
<p>6. Land Rent</p>	<p>\$1,795.00</p>		
<p>7. # of acres</p>	<p>72.39</p>		
<p>8.</p>			
<p>9.</p>			
<p>10. TOTAL RENT</p>	<p>\$129,940.05</p>		
<p>11. TENANT IMPROVEMENT COSTS</p> <p>N/A</p>		<p>12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS</p> <p>N/A</p>	
<p>13. HVAC OVERTIME RATE PER HOUR</p> <p>N/A</p>		<p>14. ADJUSTMENT FOR VACANT PREMISES RATE</p> <p>N/A</p>	

D. OWNER IDENTIFICATION AND CERTIFICATION**15. RECORDED OWNER**

15a. Name		15b. DUNS Number	
15c. Address	15d. City	15e. State	15f. ZIP+4

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
18f. Title		18g. E-mail address	18h. Telephone Number	
18i. OFFEROR'S SIGNATURE				18j. DATE SIGNED

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 with attachments, (c) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property for Small Leases), and (d) plot plans or plats.

LEASE TERM: To have and to hold the Premises with its appurtenances for the term beginning January 15, 2019, through January 14, 2020 firm; subject to termination and renewal rights as described herein; but, in any event, this lease will not extend past July 1, 2021.

SEWER, WATER, AND ELECTRIC UTILITIES: It is understood and agreed that the Government will contract separately with the City of Gridley for utilities (electricity, sewer, and water) at the City's published residential tier rates for water (only one tier) and sewer (only one tier) and the residential electric rate at the third tier (there are 4 tiers) in effect at the time of substantial completion of the Premises by the Government. The Government will install master water, sewer, and electric meters as part of its work to develop the Premises. The City of Gridley also hereby waives the City's published per Equivalent Dwelling Unit development impact fees of \$29,136.55 per Manufactured Housing Unit (MHU).

WAIVER OF RESTORATION: In exchange for the City of Gridley's waiver of restoration of the Premises, the Government agrees to pay the City a one-time, lump sum payment in the amount of \$460,000.00 for the removal of infrastructure from the Premises, including but not limited to: water, sewer and electric utilities; streets and access ways; gravel base and utility connections for the individual MHUs; and the removal of various other site amenities. This payment will be made in accordance with the terms and conditions of this lease.

This Lease and its attachments, and Government payments for any rent, work, or services provided hereunder for or to the Premises, are subject to the availability of funds for such purposes.

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, PBS	3b. SIGNATURE OF LEASE CONTRACTING OFFICER	3c. DATE
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GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Small Leases)

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 tenantable 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 day's 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 tenantable 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:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

INITIALS: _____ & _____
LESSOR GOVERNMENT

- (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 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

INITIALS: _____ & _____
LESSOR GOVERNMENT

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, provided that 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. 52.252-2 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>. The following clauses are incorporated by reference:

FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015) (Applicable if over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (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 (OCT 2010) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015) (Applicable to Leases over \$700,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$700,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (JUL 2013) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (APR 2015)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)

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FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (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 (JUL 2013)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA (FEB 1996)
GSAR 552.219-73	GOALS FOR SUBCONTRACTING PLAN (JUN 2005) Alternate I (SEP 1999) (Applicable to leases over \$700,000 total contract value.)
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)
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.

INITIALS: _____ & _____
LESSOR GOVERNMENT

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Lease Number GS-09P-LCA00568	Dated
--	--	-------

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

2. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

3. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) Each signature on the offer is considered to be a certification by the signatory that the signatory—
 - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

INITIALS: _____ & _____
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- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

- ☒ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- | | |
|---|---|
| <input type="checkbox"/> Sole proprietorship; | <input checked="" type="checkbox"/> Government entity (Federal, State, or local); |
| <input type="checkbox"/> Partnership; | <input type="checkbox"/> Foreign government; |
| <input type="checkbox"/> Corporate entity (not tax-exempt); | <input type="checkbox"/> International organization per 26 CFR 1.6049-4; |
| <input type="checkbox"/> Corporate entity (tax-exempt); | <input type="checkbox"/> Other _____ |

(f) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

5. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number

INITIALS: _____ & _____
LESSOR GOVERNMENT

is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

6. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # _____

7. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	NAME STREET CITY, STATE, ZIP	() _____
	_____ Signature	_____ Date

INITIALS: _____ & _____
LESSOR GOVERNMENT

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SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

1.01 DEFINITIONS AND GENERAL TERMS (FEMA LAND) (AUG 2017)

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. Premises. The Premises are defined as the land described in Section 1 of this Lease, and delineated by plan in the attached exhibit.
- B. Space. The terms Space and Premises shall have the same meaning when used in this document.

1.02 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.

1.03 WAIVER OF RESTORATION (OCT 2018)

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 waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) 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 or on the Premises 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.

1.04 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.

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

THIS SECTION DELETED

SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

THIS SECTION DELETED

SECTION 4 TENANT IMPROVEMENT (TI) COMPONENTS

THIS SECTION DELETED

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

5.01 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

- 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 the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require 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. By definition, 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.

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

6.01 LAND USE AND ENTITLEMENT (FEMA) (AUG 2017)

- A. The Government's rights under the Lease for entry, occupation, usage and other rights to the Property extend to all of the following:
- (i) The Federal Emergency Management Agency (FEMA);
 - (ii) Any of the following assisting FEMA and/or the Government in providing disaster relief:
 - 1. Any of FEMA's agencies, employees, and/or contractors and their subcontractors;
 - 2. Any other Government agency, including, but not limited to, the Army Corps of Engineers (the "Army Corps"), the Department of Housing and Urban Development (HUD), and the General Services Administration ("GSA"), including their employees, agents and/or contractors (and subcontractors), which has been specifically assigned by FEMA the mission of assisting in the construction and establishment of temporary housing for disaster assistance recipients;
 - 3. Any private voluntary agency or organization authorized by FEMA to enter the property; and
 - 4. Any state government agency, or its employees, contractors or representatives assisting FEMA or other Government agencies and/or independently providing disaster relief.
 - (iii) Disaster assistance recipients granted occupancy of housing units established within the emergency housing facility.
- B. The Government (including FEMA and other entities listed above) are providing disaster relief to victims of the Camp Fire which occurred November 8, 2018. One type of disaster assistance is temporary housing for disaster assistance recipients. Use of the property shall be for construction and establishment of temporary housing facilities for disaster assistance recipients and the construction of improvements (including, but not limited to utilities, roads or driveways, and trailer pads) as the Government determines necessary and/or expedient in connection with the establishment and operation of temporary housing facilities.

6.02 LESSOR'S COVENANT TO GRANT EASEMENTS AND TO COOPERATE (FEMA)(AUG 2017)

The parties acknowledge that the Government's use of the property shall require construction and placement of improvements on the property to permit residential occupancy thereon by disaster assistance recipients. Such use shall also require the installation of sewer, water, electrical utilities, and such other amenities as may be necessary and/or convenient to establish and operate temporary housing facilities. Lessor agrees to reasonably cooperate with the Government in order to accomplish the establishment and operation of the temporary housing facilities, including, where required, securing permits, sign-offs and/or other approvals and government entitlements. Lessor further agrees to grant such easements, rights of way, and other rights of use and or access in and to any portion(s) of Lessor's property (including property not included within the demised premises leased to the Government under this Lease) as may be necessary and/or convenient to accomplish the installation and operation of utilities, roadways for ingress and egress, and other amenities related to the temporary housing facilities, including, but not limited to the grant of a blanket-easement to utility providers and or other service providers. Lessor also agrees to execute such other and further documents, or perform such other acts, as may be necessary to carry out the provisions of this section.

6.03 TAX CONSEQUENCES (FEMA)(AUG 2017)

Lessor agrees that, should any ad valorem or other tax consequence arise from the Government's use of the property, and installation of improvements thereon, Lessor shall bear all responsibility therefore. Lessor acknowledges and agrees that Lessor's obligation under this section is supported by consideration from the Government under this Agreement.

6.04 DUE DILIGENCE INSPECTION PERIOD (FEMA)(AUG 2017)

The Government may enter the property before the commencement date of the Lease to inspect the property and to perform an environmental review. If, within the first thirty days following the commencement date of the Lease, the Government determines, in its sole discretion, that the property is not suitable for its intended purposes or that there are hazardous materials or other materials in or on the property, the Government shall have the right to cancel this Lease by providing written notice to the Lessor, in which case no rental or other payment shall be due and owing. If the Government is unable to perform an inspection and environmental assessment during the first thirty days following the commencement date of the Lease, its right to cancel this Lease as set forth in the preceding sentence shall be extended for fifteen days after it enters the property. Upon termination there shall be no further rights or liabilities on the part of either Lessor or the Government.

6.05 RIGHTS AND OBLIGATIONS (FEMA)(AUG 2017)

All rights, responsibilities and obligations of the Government as Lessee hereunder shall be deemed to be those of FEMA, so that any claim by the Lessor against the Government or other enforcement by the Lessor of any of its rights under the Lease shall be taken by the Lessor against FEMA, and any claim by the Government against the Lessor or other enforcement by the Government of any of its rights under the Lease shall be taken by

FEMA. Any communications or notices under the Lease by the Lessor to the Government shall be addressed to the Government point of contact at FEMA set forth below.

6.06 FEMA INVOICING INSTRUCTIONS (FEMA) (AUG 2017)

Payment of monthly rental and for any other services provided under this lease shall be made in arrears. Lessors must submit an invoice at the end of each month to:

Regular Mail: FEMA FINANCE CENTER PO Box 9001 Winchester, Virginia 22604
Express Mail: FEMA FINANCE CENTER 430 Market Street, Winchester, Virginia 22603
Email Address: FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS.GOV

To ensure timely processing, invoices for disaster leases should include the following information:

- Request for payment on company letterhead
- Lease Number **(GS-09P-LCA-00568)**
- Disaster Number **(DR-4407-CA)**
- 146-0-2 Document Control Number **(TBD)**
- An Invoice Number and Date
- The Period of Performance for Services Rendered

The funds are paid by Electronic Funds Transfer (EFT) based on the information provided in the Lease and on the invoice. The normal processing time for rental payment is 5 to 30 days from receipt at the National Finance Center. If the Lessor has not received payment, they should contact: FEMA Finance Main Line at telephone (540) 504-1900.

6.07 FEMA LEASE CONTACT INFORMATION (FEMA)(AUG 2017)

Government points of contact for this lease are:

Primary: Jeremy Swartz, FEMA Logistics Manager
Telephone: (202) 309-2589 (Cell)

Alternate: Rick Nygren, GSA Contracting Officer
Telephone: (415) 317-2197 (Cell)

6.08 GENERAL CLAUSE SUBSTITUTIONS (FEMA)(OCT 2018)

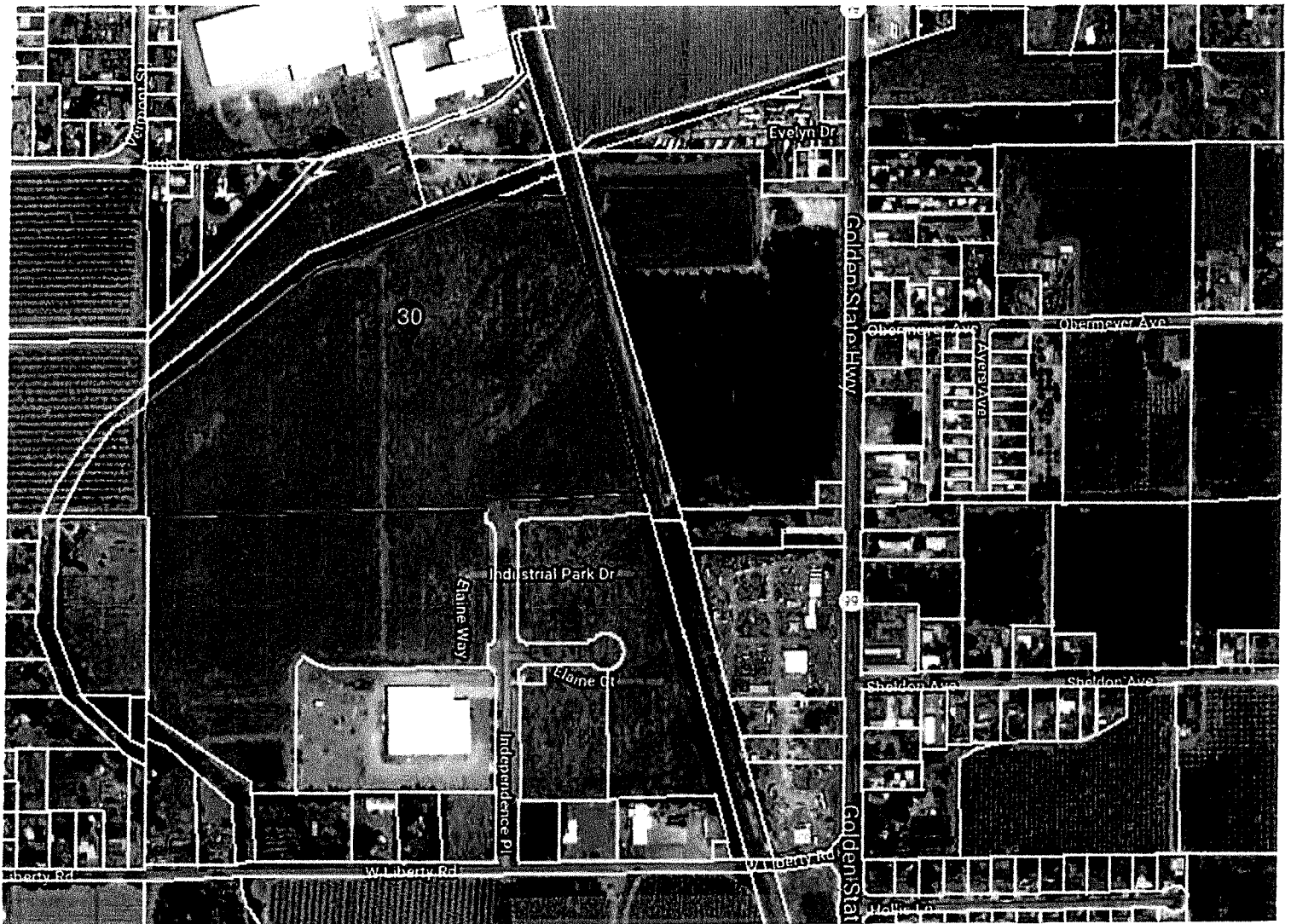
The following clauses of GSA Form 3517, attached to this Lease, are hereby deleted in their entirety and the following is inserted in lieu thereof:

- A. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) is replaced with 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) ALTERNATE I (OCT 2018)
- B. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013) is replaced with 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

6.09 INTENTIONALLY DELETED

6.10 AUTOMATIC RENEWAL: MONTH-TO-MONTH (FEMA)(AUG 2017)

If the Government, with the knowledge and consent of Lessor, continues to remain in or on the Property after the expiration of the Lease term, the Government shall become a tenant from month-to-month, upon the same terms and conditions.

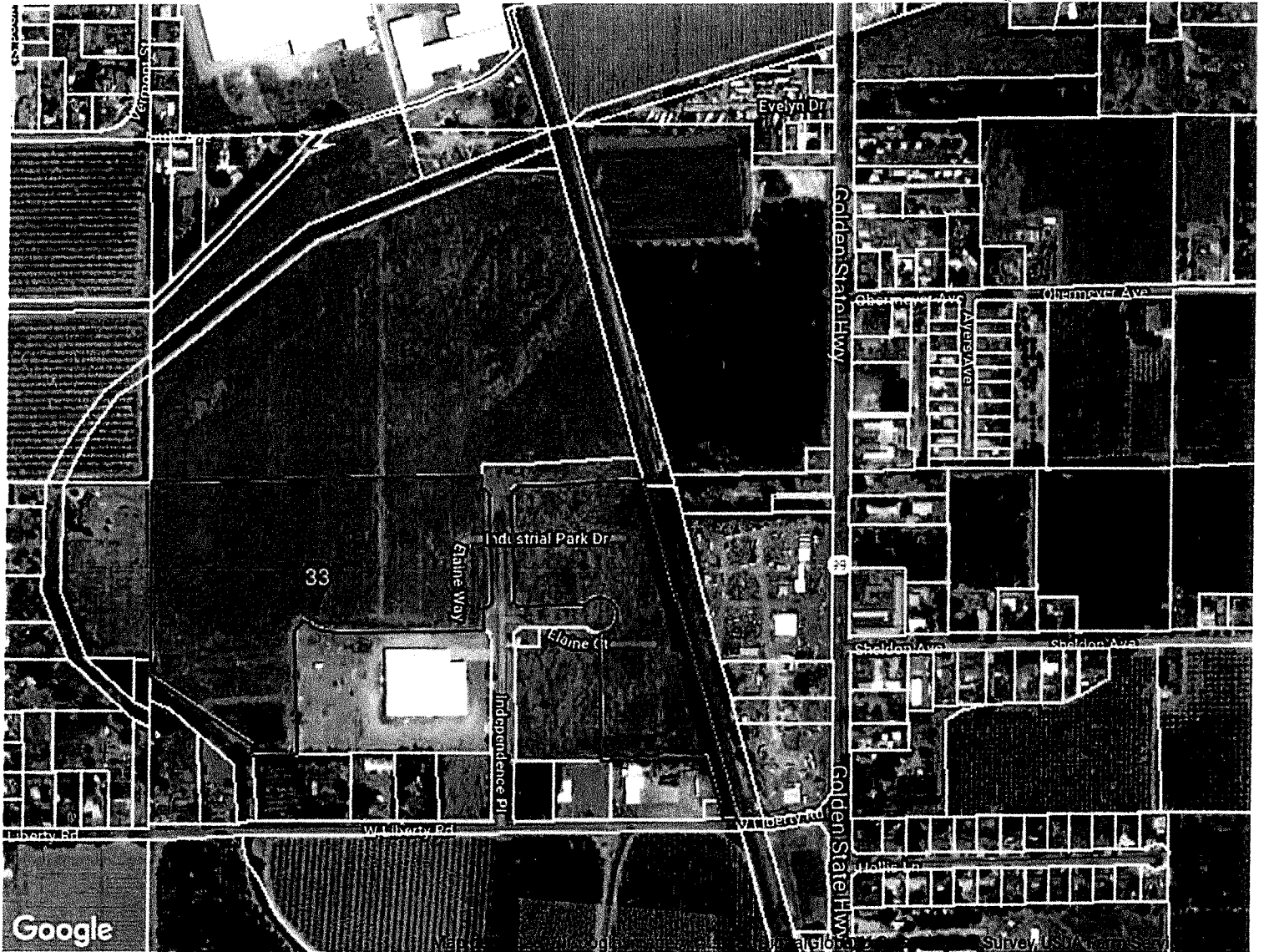


Ownership

County: **BUTTE, CA**
Assessor: **DIANE BROWN, ASSESSOR**
Parcel # (APN): **021-240-027-000**
Parcel Status: **ACTIVE**
Owner Name: **CITY OF GRIDLEY**
Mailing Address: **685 KENTUCKY ST GRIDLEY CA 95948**
Legal Description: **REST OF REM PM 162-84/86**

Property Characteristics

Bedrooms:	Fireplace:	Units:
Baths (Full):	A/C:	Stories:
Baths (Half):	Heating:	Quality:
Total Rooms:	Pool:	Building Class:
Bldg/Liv Area:	Park Type:	Condition:
Lot Acres: 35.310	Spaces:	Site Influence:
Lot SqFt: 1,538,103	Garage SqFt:	Timber Preserve:
Year Built:		Ag Preserve:
Effective Year:		

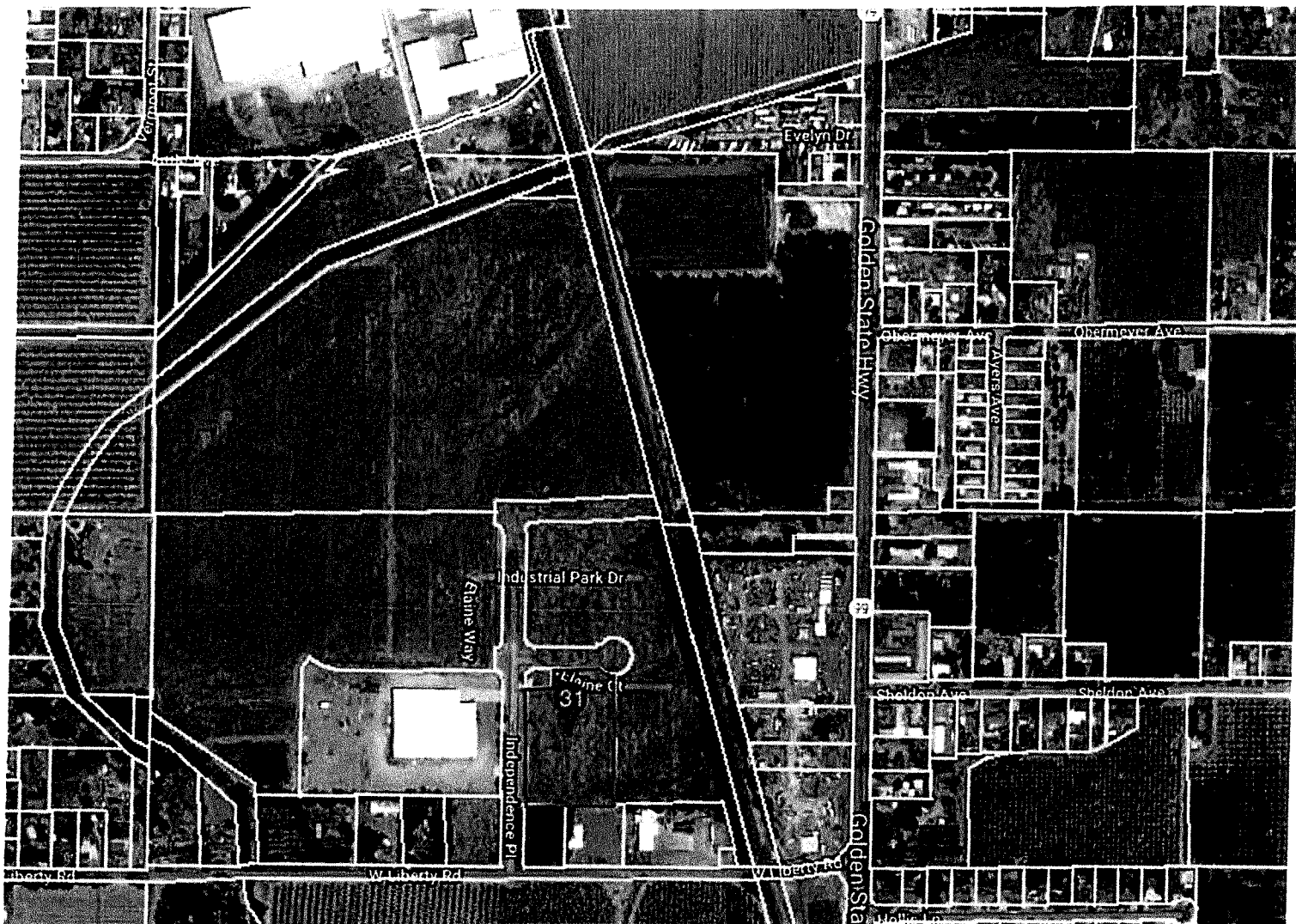


Ownership

County: **BUTTE, CA**
Assessor: **DIANE BROWN, ASSESSOR**
Parcel # (APN): **021-270-042-000**
Parcel Status: **ACTIVE**
Owner Name: **CITY OF GRIDLEY**
Mailing Address: **685 KENTUCKY ST GRIDLEY CA 95948**
Legal Description: **PTN REM OF PM 162-84/86 W LIBERTY RD**

Property Characteristics

Bedrooms:	Fireplace:	Units:
Baths (Full):	A/C:	Stories:
Baths (Half):	Heating:	Quality:
Total Rooms:	Pool:	Building Class:
Bldg/Liv Area:	Park Type:	Condition:
Lot Acres: 33.470	Spaces:	Site Influence:
Lot SqFt: 1,457,953	Garage SqFt:	Timber Preserve:
Year Built:		Ag Preserve:
Effective Year:		



Ownership

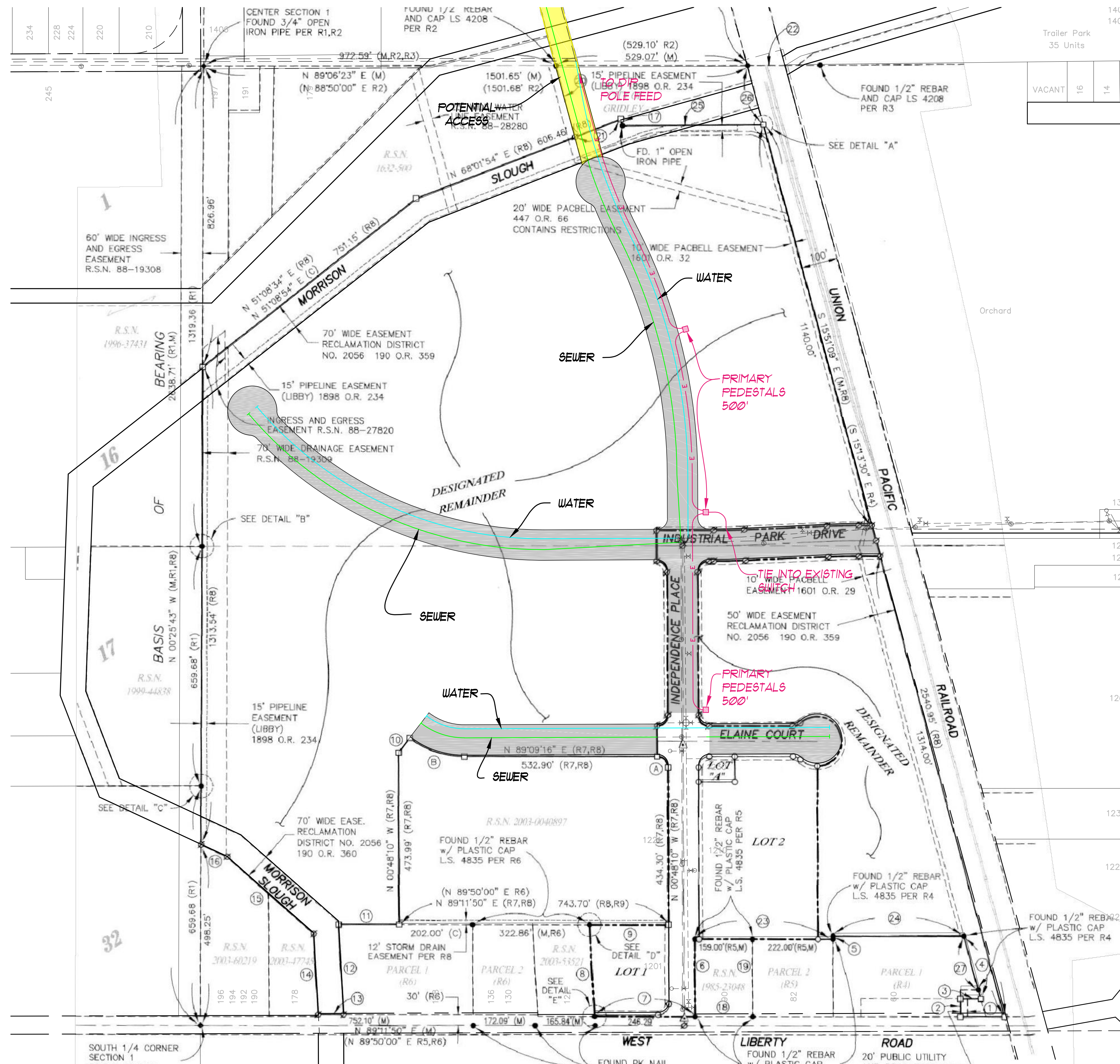
County: **BUTTE, CA**
Assessor: **DIANE BROWN, ASSESSOR**
Parcel # (APN): **021-270-040-000**
Parcel Status: **ACTIVE**
Owner Name: **CITY OF GRIDLEY**
Mailing Address: **685 KENTUCKY ST GRIDLEY CA 95948**
Legal Description: **LOT 2 PM 162-84/86 W LIBERTY RD**

Property Characteristics

Bedrooms:	Fireplace:	Units:
Baths (Full):	A/C:	Stories:
Baths (Half):	Heating:	Quality:
Total Rooms:	Pool:	Building Class:
Bldg/Liv Area:	Park Type:	Condition:
Lot Acres: 3.610	Spaces:	Site Influence:
Lot SqFt: 157,251	Garage SqFt:	Timber Preserve:
Year Built:		Ag Preserve:
Effective Year:		

Trailer Park 35 Units				1409
				1405
VACANT	16	14		

CONCEPTUAL DRAWING
NOT FOR CONSTRUCTION



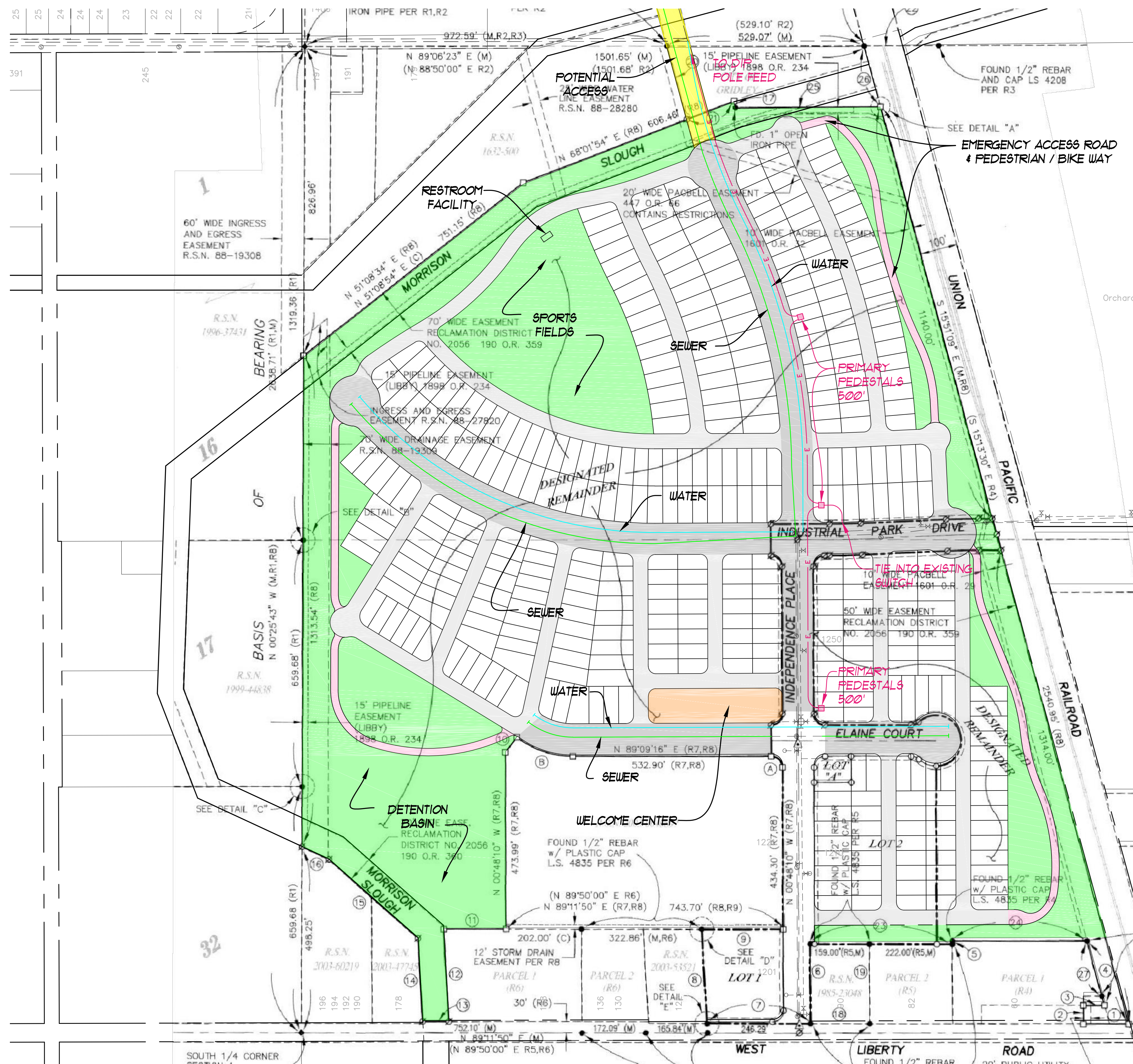
A horizontal number line with a checkered start, labeled 0 and 150, with the text "SCALE IN FEET" below it.

BEN|EN
TRUSTED ENGINEERING ADVISORS

of Date: December 27, 2018 - 2:01 pm
File Name: P:\Bm\16807 Oakdale-City Engineering\03-PLANS\MASTERS\EXHIBITS\ESMA - Infrastructure - revised 20181219.dwg

EXHIBIT B

DEVELOPED FEMA SITE
GRIDLEY INDUSTRIAL PARK



TOTAL UNITS = 390 MHU's

CONCEPTUAL DRAWING
NOT FOR CONSTRUCTION

Proposed Temporary Camp Fire Community Frequently Asked Questions (FAQ's)

Q: Where is the proposed location for the FEMA temporary housing community for fire survivors?

A: The potential temporary housing community will be located at the City's Industrial Park.

Q: How long would the temporary community exist?

A: The temporary community would exist for 12 months, with the possibility of extensions. However, the Lease includes a clearly defined period not to exceed July 1, 2021 under any scenario. The City provided electric utilities will be turned off July 1, 2021.

Q: Are the housing units considered trailers or mobile homes?

A: Every unit will be a mobile home and is referred to as a Modular Housing Unit (MHU). The MHU's are 1 to 4 bedrooms, come with furnishings, and electric heat and air conditioning. No trailers are permitted. Each MHU will be assigned specified family members only. Each unit is based upon a month to month tenancy. Detailed information regarding tenant agreements and conduct follow below.

Q: What guarantee is there that the temporary community won't become a HUD mobile home park in the future?

A: The Industrial Park required State approval of the Master Plan ([click here for the online Plan on the City's Economic Development website](#)). The City is not permitted to change the "Industrial" designation in the Master Plan.

Q: What keeps the potential temporary community from becoming a destination for the area homeless?

A: All tenants must be FEMA registered Camp Fire survivors, show proof of residency in the impacted area, and must have at least \$17,000 of documented losses. FEMA registration is much more stringent than Red Cross evacuation center requirements. The number of persons per MHU is clearly defined and monitored.

Q: How many new residents are projected to come to the community?

A: A rough estimate of 900 – 1,200 residents was provided.

Q: How many kids are projected to come to the community?

A: Unknown until the potential temporary community starts up. However, using the common standard of .8 students per household, 200 to 280 are estimated ranging from

kindergarten to grade 12. Families will have the option to remain in the Paradise School system.

Q: How will the local schools compensate for the influx of new students?

A: Initial grant request is \$1.3 million for the current school year. Other grants are currently being applied for. The Butte County Office of Education and the State Department of Education is currently assisting the Gridley School District with funding applications.

Q: Will the traffic light on Hwy 99 and W. Liberty include Hollis Lane?

A: As community members have long desired, yes, the Hollis Lane and West Liberty intersection with Highway 99 will include the alignment, turning lanes, and pedestrian crossings. In the long-term West Liberty, west of the rail line will need to be realigned.

Q: Will Vermont Street be included as an access in any way?

A: No.

Q: Will access to the Industrial Park be provided using Kentucky Street?

A: The City is working with FEMA and the adjacent property owner to ensure access on Kentucky Street. FEMA has approved funding of the connection. The access is considered a high priority and very likely.

Q: Are there standards that tenants of the potential community must comply with and what are the consequences if they violate those standards?

A: Yes, similar to private rentals, tenants of the potential temporary community are held responsible for community violations, including potential termination of their residency in the temporary community. See the Fact Sheet below. **The Tenant Agreement can be found by clicking here.**

Fact Sheet: Revocation Process for Manufactured Housing Units Release Number: FS-50

MHU occupants must routinely update FEMA with permanent housing plan progress and meet other criteria to remain in the unit. FEMA may revoke an MHU if an occupant violates Code of Federal Regulations eligibility requirements.

- FEMA gives notice to MHU occupants who commit general conduct or program eligibility violations before revoking the unit.
- Occupants may have opportunities to fix certain violations and remain in the unit.

Below describes the MHU revocation process:

- 15-day warning notice for occupants who commit general conduct or program eligibility violations: FEMA provides occupants a notice that describes violations they must correct within 15 days to remain in the MHU. Notices are delivered personally or through mail.
 - General conduct violations may include but are not limited to:
 - Excessive noise
 - Disturbing the peace
 - Unleashed or unattended pets
 - Damage to the MHU beyond normal wear and tear
 - Not cleaning the inside and outside of the MHU
- Program eligibility violations may include but are not limited to:
 - Not being regularly available to meet with FEMA
 - Not progressing permanent housing plans in a reasonable timeframe
- Occupants who commit major violations may receive less than a 15-day warning. Examples include but are not limited to:
 - Criminal activity
 - Health or safety threats
- Notice of Revocation: After the warning, FEMA issues a notice that revokes the MHU license for occupants who did not correct violations. Notices are delivered personally or through mail and include:
 - Date they must leave the unit
 - Reasons for losing the MHU license
 - How to appeal.
- Notice of Surrender: Lastly, occupants receive a notice to leave the MHU if they remain past the day they were supposed to vacate.

Q: Does FEMA provide onsite security for the housing group?

A: Yes, FEMA will provide security guards on site 24/7.

Q: How much more support will our community get from the County Sheriff?

A: Sherriff Honea has publicly indicated he is working on a possible additional Deputy in the area along with increased Mutual Aid agreements with the County.

Q: Will the Gridley Police Department extend their patrol area/area of responsibility?

A: Yes, the Gridley Police Department has committed to extending their patrol area for significant events and as requested by the Sheriff's Office.

Q: Will the City of Gridley provide additional Police and Fire resources?

A: Yes, two additional Gridley Police Officers or Community Services Officers and one Firefighter (including another engine) are contemplated and will be funded with Federal funds received by the City. The Police Officer recruitment has already started. **The recruitment flyer can be found at this link.** The Firefighter changes will be easily implemented through the City's existing contract with CalFire.

Q: Will the City of Gridley expand Recreation Services?

A: Yes, Gridley Recreation services are expected to be expanded and will be funded with Federal funds received by the City. Residents are very pleased with the expansions over the past year and can expect to see even more.

Q: Will a permanent wall be constructed around the entire Industrial Park site? (To block out noise of vehicles and trains for current residents and Fire Survivors, to keep security of private property of current residents, as well as for the running trail around the complex.)

A: Yes, a permanent wall will be built along the rail line and a six-foot cyclone fence will be installed along the remaining property lines. Based upon resident input received, some sections of the cyclone fence may include privacy slats.

Q: Will FEMA assign survivors to temporary housing locations in Butte County and Northern California based upon their individual needs? (Medical needs, employment needs, transportation needs, etc.)

A: Yes, FEMA is working with Chico, Oroville, Los Molinos, Corning, Glenn County, and other areas throughout Northern California to meet the needs of Camp Fire survivors.

Q: Will public transportation be provided?

A: Yes, the B-Line has committed to extend services to the proposed site at the Industrial Park.

Q: How many people have vehicles?

A: Unknown, but based upon Paradise data, most every Survivor family own vehicles.

Q: How many parking spots are allocated to each Modular Housing Unit?

A: Two parking spots are adjacent to each MHU.

Q: What happens for Fire Survivors when it comes to food now that they're on their own? In the Shelter, Red Cross was able to provide 3 meals a day.

A: Most of the potential tenants have been living outside of evacuation shelters for well over a month and providing their own food.

Q: Who is paying the City for rent of the property and utilities?

A: By contract, the Federal Government will pay the City monthly lease and utility payments.

Q: How much additional revenue is the City projecting this proposal will bring to the local economy? (MHU rent, stores, gas, taxes, etc.)

A: Using a simple measure of population increase, the overall positive economic impact is estimated at 15% in all categories. The City's General Fund (used to support Police, Fire, Recreation, and Streets) is expected to receive \$1.6 million annually. City electric, water, and sewer utilities expect to see an estimated 15% increase during the period. The additional utility revenues will help all current rate payers by keeping electric, water, and sewer rates low.

Q: How much of the Rent Revenue and Tax Revenue will be used to pay for a Sports Complex at the Industrial Park?

A: The City is working with FEMA to include the basic field surfaces into the design and construction of the temporary community. As a result of the lease revenue to the City, development of the fields will be greatly expedited over the existing schedule.

Q: Will the MHU's and infrastructure be removed by FEMA?

A: FEMA will remove all MHU's. The City Industrial Park will benefit significantly from much of the infrastructure. The City has identified the "backbone" infrastructure that will remain versus the other infrastructure that will be removed. The City has conditioned the lease agreement to included substantial upfront funding (in addition to the lease payments) for removal of unnecessary infrastructure. The City has also monetized risk protections.

Q: Where are the Fire Survivors that qualify for FEMA housing currently living?

A: The 30,000 Survivors are broadly disbursed in hotels, apartments, houses, and with friends and families. There are currently very few FEMA registered families at the Silver Dollar Fairgrounds.

Additional Questions and Answers will be added as they are received.