



County of Lassen  
Department of Planning and Building Services

• Planning • Building • Environmental Health • Code Enforcement • Surveyor • Surface Mining

September 12, 2025

**Gaylon F. Norwood, Director**  
707 Nevada Street, Suite 5  
Susanville, CA 96130-3912  
**Main Phone: 530 251-8269**  
Fax: 530 251-8373  
email: landuse@co.lassen.ca.us  
website: www.co.lassen.ca.us

TO: Lassen County Board of Supervisors  
Agenda Date: September 23, 2025

Zoning and Building  
Inspection Requests  
Phone: 530 257-5263

FROM: Gaylon F. Norwood, Director

SUBJECT: Proposed \$3,000 increase to 4Leaf contract to Update the Housing Element of the Lassen County General Plan for the 2024-2029 Cycle.

**ACTION REQUESTED:**

1. Receive report; and
2. Authorize the Chairman to sign the second contract amendment.

***Summary:***

The purpose of this meeting is for the Board to consider approval of the above referenced second contract amendment.

Lassen County entered into a contract with 4Leaf, Inc on July 25, 2023 to provide an update of the Housing Element of the Lassen County General Plan for the 2024-2029 Cycle. The term of the contract was for July 1, 2023 through June 30, 2025 and a first amendment was completed to extend the term to December 31, 2025. 4Leaf recently sent a memorandum requesting another \$3,000 be added to the contract as there have been more reviews of the project than anticipated in the original scope of work and the work required is exceeding the original contract amount. The \$3,000 increase would be charged to the Geothermal account 1741741-302300.

GFN:bes

Enclosures: 4Leaf contract, first amendment, and 4Leaf memorandum

**SECOND AMENDMENT BY AND BETWEEN  
LASSEN COUNTY AND 4LEAF, INC.**

This second Amendment to Agreement is made on September 10, 2025, between Lassen County ("COUNTY") and 4LEAF, Inc. ("CONTRACTOR") who agree as follows:

1. Recitals: This Amendment is made with reference to the following facts and objectives:
  - a. COUNTY and CONTRACTOR have entered into a written Agreement dated July 25, 2023, (the "Agreement"), in which CONTRACTOR agreed to provide to COUNTY with a Housing Element update.
2. Amendments: The parties agree to amend the Agreement as follows:
  - a. Section B.1 is amended to read as follows:

CONTRACTOR shall be paid up to \$102,995 For completion of tasks completed pursuant to Attachment A of Agreement.
  - b. Section D.13.1.2 is amended to read as follows:

COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Hundred Two Thousand Nine Hundred Ninety-five and 00/100 Dollars (\$102,995.00). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.
3. Effectiveness of Agreement: Except as set forth in this amendment of Agreement and the executed first amendment, all provisions of the Agreement dated July 25, 2023 shall remain unchanged and in full force and effect.

Second Amendment, Page 1

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SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN LASSEN COUNTY AND 4LEAF, INC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

4LEAF, Inc.

Dated: 09/09/2025

By:   
Gene Barry, PE, Vice President

COUNTY

County of Lassen

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

By: \_\_\_\_\_  
Tom Neely, Chairman of the Board

Approved as to form:

Dated: 9/3/25

By:   
Amanda Urhammer  
Lassen County Counsel

SECOND Amendment, Page 2

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SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN LASSEN COUNTY AND 4LEAF, INC.



### Memorandum to Lassen County on Housing Element Budget

To: Gaylon Norwood, Director of Development Services, Lassen County  
From: Jane Riley, AICP, Director of Advance Planning & Housing, 4LEAF, Inc.  
Subject: Budget Status and Approach to Housing Element Certification  
Date: August 29, 2025

As we indicated in prior project meetings, our budget for the Lassen Housing Element has been drawn down. We have and we want to continue to work with Lassen County to ensure that you can achieve a certified Housing Element that matches your community needs as closely as possible. The objectives of this memo are to outline the work incurred beyond the project scope, and to make suggestions for the next steps for your consideration.

We had expended \$100,657.11 at the end of July, \$662.11 over the initially allocated budget of \$99,995.00 for this project. Additional hours to prepare the August revisions transmitted on August 26 are estimated at \$1,072.50, for a total incurred overage to date of \$1,734.61. The cost overages are caused by further rounds of review than anticipated in the project scope to achieve certification. On August 27, we received additional input from HCD. We propose a budget extension of \$3,000 to account for July and August costs and achieve the following:

- 1) Meet with you to explain the need for our most recent set of revisions and identify local information that can help inform the program revisions;
- 2) Make minor additional revisions as needed to address the above;
- 3) Prepare submittals for HCD including a version with highlighted changes, a “clean” version, and a summary of the revisions that we have made to address HCD’s comments.

HCD has indicated that the revisions are minor, and the County would not be required to post highlighted changes for a minimum of 7 days, as with prior revisions. The County may also opt to make it available to the public and to any party who has requested such notice.

We anticipate being able to complete and transmit the Revised Adopted Element and Summary of Revisions within a budget extension of \$3,000, under the assumption that this would be the final round of revisions. Ideally, we would retain the ability to provide revisions to HCD in advance of September 12, when the 60-day review closes. After that time, the Housing Element would need to be resubmitted to HCD for an additional 60-day review.

We are happy to discuss and modify this number if warranted, and we look forward to working with you to achieve certification. Please let us know how you wish to proceed.



## AGREEMENT BETWEEN LASSEN COUNTY

AND

4LEAF, INC.

**THIS AGREEMENT** is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and 4LEAF, Inc., a California corporation, with a principal place of business at 2126 Rheem Drive, Pleasanton, CA 94588 (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

**WHEREAS** COUNTY has need for services to provide an update to Lassen County's Housing Element and,

**WHEREAS** CONTRACTOR desires to provide those services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

### 1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

### 2. TERM.

The term of the agreement shall be for the period of July 1, 2023 through June 30, 2025.

### 3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

### 4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

4.1 Pay the CONTRACTOR on the terms agreed upon herein in writing, provided that: (1) the CONTRACTOR timely submits appropriate invoices to the COUNTY, (2) the

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CONTRACTOR is not in breach of the terms and conditions of this Agreement, its attachments, or the standards or specifications referenced or applicable thereto; (3) the CONTRACTOR is not in violation of laws or regulations substantially impairing the value of the CONTRACTOR'S performance or the CONTRACTOR'S entitlement to payment; (4) funds to be paid to the CONTRACTOR are not the subject of any active levy, execution, claim, offset, or stop notice by any third party or the COUNTY; and (5) appropriate public funds are available to the COUNTY for such payment.

4.2 Retain ownership and have prompt access to any report, evaluations, intellectual property, findings, or data assembled/developed by CONTRACTOR under this Agreement.

## 5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

## 6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.


## 7. DESIGNATED REPRESENTATIVES.

Maurice L. Anderson, Director of the Lassen County Department of Planning and Building Services, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Kevin J. Duggan, President, is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

## 8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A-Services  
Attachment B-Payment  
Attachment C-Additional Provisions  
Attachment D-General Provisions  
Attachment E-No Third Party Beneficiaries

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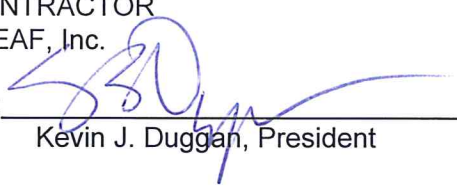
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR  
4LEAF, Inc.

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

By:   
Kevin J. Duggan, President

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

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

COUNTY  
County of Lassen

Dated: 7/25/2023

By:   
Gary Bridges, Chairman of the Board

Approved as to form:

By:   
Amanda Uhrhammer  
Lassen County Counsel

[1Contract Standard Professional Services Master v20210505]

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[v.20210505]

AGREEMENT BETWEEN LASSEN COUNTY AND 4LEAF, INC.



**ATTACHMENT A  
AGREEMENT BETWEEN LASSEN COUNTY AND  
4LEAF, INC.  
SCOPE OF SERVICES**

**A. SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

**A.1 Task 1. Project Initiation**

CONTRACTOR will coordinate kick-off activities with the COUNTY and meet to discuss project expectations and timing. COUNTY staff are requested to provide certain information to assist CONTRACTOR in updating the Housing Element. Additional information to supplement the background information included in the RFP, and source documentation will be sought for the policy consistency update and addressing ongoing changes to State Housing Law for the 7<sup>th</sup> Housing Element update cycle. Assuming an anticipated start date in July 2023, CONTRACTOR advises the COUNTY to be prepared to respond to our data request within two (2) weeks of Project Initiation. A sample Information Request Checklist is included in Section C of Attachment A. CONTRACTOR will provide COUNTY staff with a list of existing information prior to kick-off to assist CONTRACTOR with the technical aspects of the Housing Element Update and facilitate meeting the June 30, 2024, due date.

**A.1.1 Kick-Off Meeting**

CONTRACTOR will schedule a virtual kick-off meeting with COUNTY staff to introduce the project team and to discuss project expectations regarding coordination, reporting, public outreach, timing of major milestones and deliverables, and hearings as well other relevant project information. Expectations of all parties, including staff, will be outlined, and discussed. At kick-off, CONTRACTOR will be prepared to coordinate with COUNTY staff to refine key assumptions to expedite the project schedule.

**A.1.2 Project Schedule**

CONTRACTOR will work with COUNTY staff to finalize a project schedule within two weeks of the kick-off meeting. The Project Schedule will include tasks and milestones for adoption and final submittal of a California Department of Housing and Community Development (HCD) reviewed Housing Element by June 30, 2024. CONTRACTOR and COUNTY staff will work to expedite the schedule informed by statutory review timelines. The project schedule for the Housing Element will be discussed with staff prior to completion and will explore and incorporate potential time-saving measures including concurrent work efforts and the scheduling of joint meetings where possible. The schedule will include project completion milestones and timelines as well as community outreach meetings and surveys, hearings, and reviews by the COUNTY, the public, and HCD.



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## **A.2 Task 2. Project Management**

The most essential element of project management is ongoing communication. CONTRACTOR staff put communication with COUNTY staff at the forefront of everything.

### **A.1.2.1 Project Coordination**

CONTRACTOR will meet regularly with COUNTY staff to ensure objectives and milestones are being met. Biweekly check-in meetings of 30 minutes are recommended and an agenda, summary, and email updates with a list of action items will be sent to COUNTY staff around each meeting.

## **A.3 Task 3. Community Outreach and Engagement**

CONTRACTOR is committed to leading a public outreach campaign in significant coordination with the COUNTY. CONTRACTOR will provide recommendations and support for the outreach based on our experience updating Housing Elements for other jurisdictions and the HCD feedback received to date during our previous Housing Element Updates. CONTRACTOR has created innovative outreach strategies that meet the needs of each community it serves. CONTRACTOR will include outreach to community members and will encourage them to participate in the manner and language which makes them the most comfortable. The increased use of technology-assisted community engagement has placed a greater emphasis on the need to overcome the digital divide for our community members without access. CONTRACTOR will ensure that participation by cell phone is possible and encouraged so that internet access is not required. CONTRACTOR will assist as needed with the COUNTY's engagement efforts, including providing bilingual surveys and Housing Element Update materials.

COUNTY staff will initiate the community engagement effort by working with CONTRACTOR to develop and refine a Community Engagement Plan that will educate, inform, and gain meaningful input from a broad range of groups and populations in Lassen County communities. Community engagement will focus on the community at-large, directly affected stakeholders (including property owners, businesses, residents, and interest groups), and civic decision-makers. This effort will be designed to build collaborative interest, identify common values and goals in the project direction among a diverse group of local stakeholders, and to bring new participants into the conversation.


A particular focus of the community engagement and outreach plan will be to engage the Spanish-speaking community and hard-to-reach populations to ensure that they have every opportunity to participate in the language with which they are most comfortable. Census data show that about 20.5% of current Lassen County residents identify themselves as Hispanic or Latino. It is increasingly important to demonstrate diligent outreach efforts to all economic segments of the community including underserved community members to meet the new AB 686 (Affirmatively Furthering Fair Housing) requirements.



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### **A.3.1 Housing Element Virtual Workshops, Informational Videos and Online Surveys**

Community surveys and workshops are a critical step in gaining a candid understanding of conditions and issues from a variety of perspectives. Information gained during the workshops will be used to identify key issues to be addressed and to help CONTRACTOR understand the specific values and needs of the community.

CONTRACTOR will prepare and conduct up to two community surveys and will participate virtually in community workshops at key points in the Housing Element Update process. Suggested efforts are outlined below:

- Initial Planning Commission (or joint PC/BOS) Public Workshop #1: Housing Elements, RHNA, New Laws (virtual). This workshop will be conducted by staff with materials provided by CONTRACTOR, and will focus on public input and issue identification as well as housing needs and opportunities.
- Community Housing Issues and Housing Needs & Opportunities Surveys (provided by CONTRACTOR, bilingual; see below).
- Community Workshop #2 (Joint PC/BOS): Draft Housing Strategy and Sites Assessment. CONTRACTOR would participate in this workshop if budget (hourly rates + travel costs) allow; otherwise, COUNTY will hold the meeting with materials and Powerpoint presentation provided by CONTRACTOR
- Community Workshop #3 following public release of the Draft Housing Element (see 3.2 below) by COUNTY.

As part of the early public outreach efforts, CONTRACTOR will design and create community opinion surveys for COUNTY release. The surveys will be conducted in SurveyMonkey or a similar online format where residents can use their cellphones to participate. CONTRACTOR requests that the COUNTY establish a dedicated website and email address for the Housing Element Update and include links to the bilingual community surveys on that website, on the COUNTY's social media channels, and in a press release.

### **A.3.2. Community Workshop #3**

Following the receipt of the COUNTY's comments on the Administrative Draft Housing Element, a Public Review Draft (Task 4.5, below) will be presented to the community at a community workshop held early in the mandatory 30-day public review period. COUNTY staff will lead the meeting and CONTRACTOR participation will be virtual. Comments received at the workshop and throughout the comment period will be summarized and incorporated or addressed in the HCD Review Draft Housing Element (see Task 4.6) during the mandatory 10 working day consideration period following the 30-day review period.

### **A.3.3. Concurrent Stakeholder Survey and Interviews**



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Concurrent with the outreach activities above, CONTRACTOR will work with COUNTY staff to develop an online survey for stakeholders to invite their participation in the Housing Element update process. Invitations to the survey will be sent to housing and community stakeholders and service providers identified by COUNTY staff. This survey will assist in analyzing the needs and priorities of special needs groups including seniors, families, and at-risk populations. Additionally, CONTRACTOR will conduct up to two virtual stakeholder interviews or small group meetings, including meetings with housing developers, recent applicants, and representatives from local agencies and community groups including local school district representatives.

#### **A.3.4. HCD Review(s) and Adoption Hearings**

Public comment will be reviewed and incorporated as appropriate during the mandatory 10-working day consideration period following 30-day public review. CONTRACTOR will then prepare an HCD Review Draft Housing Element (Task 4.6, below) prior to submittal to HCD for their mandatory 90-day review. No additional COUNTY review is budgeted prior to initial submittal ("Initial Draft") to HCD.

HCD has recently required multiple rounds of review of the Draft Housing Element in most jurisdictions. The COUNTY should anticipate the need for both an "Initial Draft" and "Revised Draft" to be reviewed by HCD prior to preparation of an Adoption Draft for PC and BOS consideration. Given the short timeline, however, this proposal assumes that any revised draft would be submitted during the initial 90-day HCD review period. This midway review with HCD will be requested by CONTRACTOR but is at the sole discretion of HCD staff and cannot be guaranteed. This proposal assumes for budgetary purposes that interim changes requested by HCD will be incorporated into the initial draft during HCD's 90-day review period to produce a revised draft housing element, which must then be made public for an additional 7 days prior to re-submittal to HCD. The revised document will be provided in redline (track changes) to ensure transparency. Once HCD's 90-day review letter has been received, the required changes will be incorporated into the Housing Element to create the Adoption Draft Housing Element (Task 4.7, below), to be presented to the Planning Commission and Board of Supervisors for consideration and adoption. CONTRACTOR will participate in person in up to two adoption hearings.

#### **A.4 Task 4. Housing Staretegy and Preparation of Housing Element**

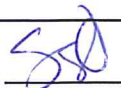
Based on housing element work in other communities, CONTRACTOR has included the following sub-tasks to help inform and facilitate the preparation process and ensure that all statutory requirements are met. Preparation of the Housing Element itself will begin with a preliminary sites inventory analysis so that staff can be apprised of any additional zoning actions that may be needed to achieve compliance. The Work Plan and Budget do not anticipate the rezoning of any sites; if needed, Consultants would rely on COUNTY staff for this work unless other arrangements have been made.



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#### **A.4.1 Sites Analysis and AFFH Considerations**

Beginning with the COUNTY's existing 6<sup>th</sup> Cycle inventory sites list to ascertain their status, CONTRACTOR will develop a housing strategy to meet the COUNTY's RHNA and identified housing needs. Because AB 686 requires consideration of any areas of socioeconomic or ethnic concentration in identifying where new affordable housing should go, it will be important to designate neighborhoods of the highest opportunity for the placement of new housing.

#### **A.4.2 Data Collection and Analysis**

This Task includes the assessment and analysis of all statutory requirements, including an assessment of 6<sup>th</sup> Cycle accomplishments and constraints to housing production.

#### **A.4.3 Fair Housing Assessment**

In accordance with AB 686 statutory requirements for Affirmatively Furthering Fair Housing, CONTRACTOR will conduct a review of the 6<sup>th</sup> Cycle Fair Housing Assessment (FHA) by integrating data from the HCD AFFH Data Viewer, publicly available GIS data, public input, and local knowledge. The FHA will address the following subsections:

- Enforcement and Outreach Capacity
- Segregation and Integration Patterns and Trends
- Disparities in Access to Opportunity
- Disproportionate Housing Needs Including Displacement
- Racially/Ethnically Concentrated Areas of Poverty/Affluence

The Fair Housing Assessment will include relevant data and requisite analysis and will integrate guidance from HCD staff as it is released. CONTRACTOR has experience with meeting AB 686 requirements in other jurisdictions, including higher resource areas, and has a strong working relationship with HCD staff.

#### **A.4.4 Draft Housing Strategy**

CONTRACTOR will compile the Draft Housing Strategy following collection of public input, community surveys, and analysis of data and constraints. The Strategy will build on the COUNTY's existing Housing Element Goal areas and expand objectives, policies, and programs to meet changing demographics and statutory requirements. An Administrative Draft Housing Strategy will be prepared for staff review prior to being made available to the public for Community Workshop #2 as set forth in Task 3 above. The Draft Housing Strategy will form Section 2 (Housing Goals, Policies, Programs and Quantified Objectives) of the Housing Element. Consultants have found that bringing this interim Draft Housing Strategy forward to the public and to decision-makers at a joint PC/BOS Workshop results in better communication about and understanding of the Housing Element Update and can shorten the overall

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timeframe for preparation and adoption. COUNTY staff would bring the DHS to a joint PC/BOS workshop utilizing materials and a presentation provided by CONTRACTOR.

#### **A.4.5 Administrative Draft Housing Element**

After feedback and direction on the Housing Strategy and the Sites Approach have been provided, CONTRACTOR will compile an Administrative Draft Housing Element for staff review. The Scope and budget assume two rounds of non-conflicting comments will be provided from staff on the Administrative Draft, including one initial round and one round on the Screen Check Draft; note that staff comments on Sections 2 and 3 (below) will have already been provided via the Draft Housing Strategy process.

#### **A.4.6 Public Review Draft and HCD Review Draft Housing Element**

Following the COUNTY's review of the Administrative Draft, CONTRACTOR will incorporate comments into a Draft Housing Element and deliver a final screen check draft electronically for COUNTY's review before preparing the Draft for 30-day public review, 10 working days to consider public comment and incorporate as appropriate, and the statutory 90-day HCD review. CONTRACTOR will facilitate HCD's review by completing a checklist denoting for HCD staff which pages of the HCD Review Draft Housing Element each of the statutory requirements can be found on. CONTRACTOR will work closely with HCD and with COUNTY staff to ensure that HCD's questions, clarifications, and comments are addressed during the HCD review period. CONTRACTOR has excellent relationships with HCD staff and will facilitate review throughout the Housing Element Update process. This Task assumes one meeting with HCD staff, and the preparation of mid-review revisions as requested by HCD, with submittal of a revised draft to HCD prior to the end of the initial 90-day review period. As noted above, most jurisdictions across California are subject to multiple rounds of HCD review; this Work Plan does not include additional review beyond that described herein. If additional reviews are sought, works will be charged at our normal hourly rates.

#### **A.4.7 Adoption Draft Housing Element**

Following receipt of HCD's 90-day review letter, CONTRACTOR will prepare recommended responses to HCD comments and then meet virtually with COUNTY staff to review the responses and changes. Up to two 90-minute meetings are budgeted for this purpose. Once agreed upon, the required changes will be incorporated into the Housing Element to create the Adoption Draft Housing Element. Reminder: to achieve certification, the adoption draft/adopted Housing Element must be substantially the same as the HCD-reviewed Draft and must include their recommended changes. Should the COUNTY not wish to make the changes directed by HCD, a different approval process and specific findings would need to be made by Board of Supervisors and is not included under this Scope of Work or Budget. CONTRACTOR's staff would attend up to one Planning Commission hearing



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and one Board of Supervisors hearing for adoption of the Housing Element.

#### **A.4.8 Final Housing Element (Adopted)**

Following adoption by the Board of Supervisors, CONTRACTOR will revise the Housing Element to include appropriate revisions directed by the Board of Supervisors and prepare the Adopted Housing Element for transmittal to HCD for its mandatory 60-day review and certification. CONTRACTOR will provide supporting information requested by HCD.

#### **A.5 Task 5. CEQA Compliance**

For purposes of this Scope and Budget, CONTRACTOR and COUNTY assume that no rezoning or significant policy changes will be necessary to create a certified 7<sup>th</sup> Cycle Housing Element, and a Common Sense Exemption under 15061 (b) (3) will be used by COUNTY staff and documented for the project file. The Scope of Work and Budget do not include preparation of CEQA documents or tribal consultation; however, CONTRACTOR staff are available to advise COUNTY staff and to provide examples where needed and available.

### **B. Assumptions**

B.1 Assuming an anticipated start date in July 2023 and the project schedule, CONTRACTOR advises the COUNTY to be prepared to respond to our data request (attached) within two (2) weeks of Project Initiation. At kick-off, CONTRACTOR will be prepared to coordinate with COUNTY staff to refine key assumptions that may help to expedite the project schedule.

B.2 This proposal assumes that streamlined/shortened review from HCD is no longer available.

B.3 The proposal assumes that any revised draft would be submitted during the initial 90-day HCD review period. This midway review with HCD will be requested by CONTRACTOR but is at the sole discretion of HCD staff and cannot be guaranteed.

B.4 This proposal does not include the rezoning of sites. If any rezoning is needed, it would be included as a Program to be accomplished within 3 years and Consultants would rely on COUNTY staff for this work.


B.5 The proposal assumes two rounds of non-conflicting comments will be provided from staff on the Administrative Draft, including one initial round and one round on the Screen Check Draft.

B.6 The proposal assumes that the adoption draft/adopted Housing Element will be substantially the same as the HCD-reviewed Draft and will include their recommended changes.

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B.7 The proposal assumes the COUNTY will lead and attend any tribal consultation meeting(s) without CONTRACTOR in attendance.

B.8 Proposal assumes that CEQA review will be performed by the COUNTY and will consist of an exemption under 15061 (b) (3) (General Exemption, or "common sense" exemption) without CONTRACTOR's involvement. If during the course of the project, another category of CEQA review is deemed appropriate by the COUNTY due to required general plan amendments or rezonings, the COUNTY can either perform the CEQA services or, with prior authorization, CONTRACTOR will prepare a scope/budget amendment to complete the additional review.

B.9 This proposal assumes two adoption hearings will be held by the COUNTY with in-person attendance by CONTRACTOR. All other workshops and meetings and are proposed to be virtual. Additional meetings before the PC and/or the BOS where virtual attendance is not possible by CONTRACTOR will be staffed solely by the COUNTY, with CONTRACTOR providing the meetings materials and draft presentation(s) for COUNTY's use.

### C. Data and Information Needs

The following data and information needs request list has been compiled based on a preliminary review of the existing Housing Element. The consultant team may request additional data throughout the Housing Element Update process. A separate request will be made for materials needed for CEQA review, if included.

No.	Information	Status
1	Sites Inventory Worksheet from 7 <sup>th</sup> Cycle (Excel format if available)	
2	CEQA Document for 7 <sup>th</sup> cycle Housing Element	
3	Annual reports (e.g., Housing Element Annual Progress Reports, General Plan Progress Reports) since start of last cycle	
4	Residential development completed during the current Housing Element cycle. Details on permits issued during the current cycle including type, tenancy, affordability level, APN	
5	Details (type of development, number of units realized, affordability levels, when constructed, etc.) on projects for sites previously identified in inventory as underutilized and are now redeveloped	
6	Residential and mixed-use development projects pending and approved	
7	ADU data – Permit information from 2018-2022. Include JADUs	
8	Status of implementation of programs in last housing element, including detailed explanation of any that were not implemented (2022 APR + explanations)	
9	Current development impact and permit fee schedule(s)	
10	A list of typical fees charged for both single-family and multifamily units	
11	Any revisions to development standards since last Housing Element? Provide details	

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12	Describe any revisions to General Plan or zoning designations since last Housing Element	
13	Housing condition surveys (if available)	
14	Information on existing assisted affordable units, including location, number of assisted units by income level (and senior units), funding sources, and affordability expiration dates	
15	Any information on existing housing programs (for each program, CONTRACTOR will need to know how many households are served (to-date or annual average), current funding levels, administrative structure, and funding sources)	
16	Photos of recent projects and existing developments that could be considered typical, by housing type (single family, duplex, townhome, apartment, mixed use, tuck-under parking, etc.). Please provide addresses, year built or modified, previous use on site	
17	Recent sewer and water documents summarizing existing & planned sewer/water capacity	
18	General discussion of availability and adequacy of water and sewer services, by District	
19	Any Specific Plans and the CEQA documents used to adopt them, including maps	
20	Stakeholder/interested parties list from 6 <sup>th</sup> Cycle, with contact information	
21	List of additional stakeholders or interested parties (and contact information)	
22	Discussion of patterns of segregation (social, racial, economic, cultural) within the unincorporated COUNTY from local perspective (where are the "good" neighborhoods, best schools, less desirable schools?)	
23	Short history of jurisdiction development, incorporation, general plans adopted, etc. – may be included as an intro to Land Use Element; CONTRACTOR will need it in Word format	
24	Discussion of all past exclusionary zoning practices, whether intentional or those that just had the effect of segregating classes of people (i.e., single family zoning, minimum home sizes, growth management program and exemptions, redlining, CC&R restrictions, etc.)	
25	List of community organizations, and of local housing developers both for-profit and non-profit. Developers with recent application experience in the COUNTY should be included.	
26	<b>GIS layers: files or links to where they can be downloaded:</b> <ul style="list-style-type: none"> <li>• County boundaries</li> <li>• Parcel data (including ownership and valuation data where possible)</li> <li>• General Plan land use designations</li> <li>• Zoning designations</li> <li>• Overlays, specific plans, other planning tools</li> <li>• Georectified aerial photography (latest available)</li> </ul>	



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	<p>If available:</p> <ul style="list-style-type: none"> <li>• Vacant/underutilized sites from previous Housing Element and updated information</li> <li>• Rent controlled housing</li> <li>• Infrastructure locations and sizing</li> <li>• Community health features (parks, bike facilities, trails, etc.)</li> <li>• Community safety features (fire stations, police stations/substations)</li> <li>• Environmental constraints (flooding, wildfire risk, habitat issue areas, airport safety, etc.)</li> </ul>	
	<b>In addition to providing the above information, please begin these tasks:</b>	
A	Establish a project email for the Housing Element Update; provide via COUNTY's social media	
B	Draft and distribute a Press Release for the update with a tentative schedule once established	

END OF ATTACHMENT "A"



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**ATTACHMENT B  
AGREEMENT BETWEEN LASSEN  
COUNTY AND 4LEAF, INC.**

**PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 Total CONTRACTOR Price**

CONTRACTOR shall be paid up to \$99,995 for completion of tasks completed pursuant to Attachment A.

**B.2 Payment**

**B.2.1 Costs by Tasks**

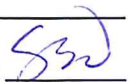
Lassen County Housing Element Update Schedule & Budget Estimate									
Task #	Task Description	Start	End	Director \$205	Principal \$180	Senior & Associate \$140	Assistant /GIS \$100	Admin Support \$60	Hrs./Task
1.0	Project Initiation								
1.1	Kick-Off Meeting	7/10/23	7/10/23	4	0	4	0	2	10
1.2	Project Schedule	7/10/23	7/14/23	4	2	4	0	2	12
2.0	Project Management								
2.1	Ongoing Project Coordination	7/10/23	7/13/23	16	0	28	6	2	52
3.0	Community Outreach & Engagement								
3.1	Virtual Workshops & Survey	7/13/23	8/3/23	4	0	8	12	2	26
3.2	Open House/Community Workshop	8/1/23	9/1/23	2	0	2	2	0	6
3.3	Stakeholder Survey & Interviews	7/24/23	9/1/23	6	2	14	12	2	36
3.4	HCD Review & Adoption Hearings	11/3/23	5/15/24	14	0	14	0	0	28
4.0	Housing Element Preparation								
4.1	Sites Inventory Analysis	7/13/23	7/27/23	4	0	12	16	2	34
4.2	Data Collection & Analysis	7/13/23	8/16/23	8	2	24	20	2	56
4.3	Fair Housing Assessment	7/13/23	8/16/23	10	6	36	42	3	97
4.4	Housing Needs & Constraints	7/13/23	8/16/23	10	4	16	22	2	54
4.5	Draft Housing Strategy	8/17/23	9/28/23	16	4	26	22	2	70
4.6	Admin Draft Housing Element (includes City review)	9/29/23	11/2/23	16	4	34	20	3	77



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4.7	Draft Housing Element (Includes Mandatory 30-Day Public Review, 2-Week Consideration Period, & 90 Day HCD Review	11/3/23	4/1/24	16	4	28	12	2	62
4.8	Adoption Draft Housing Element	4/2/23	5/15/24	14	2	20	4	2	42
4.9	Final Housing Element (Adopted)	5/15/24	6/29/24	15	0	20	6	2	43
5.0	CEQA Compliance								
5.1	15061 Exemption by County	9/15/23	11/2/23	0	0	0	0	0	0
Totals (hours and budget)				159	30	290	196	30	705
				\$32,595	\$5,400	\$40,600	\$19,600	\$1,800	\$99,995

Note: travel time for in-person meetings and workshops will be charged at hourly rates.

### B.2.2

COUNTY agrees to pay CONTRACTOR for services completed within 30 days of a complete invoice.

### B.3 Invoice Requirement

Invoices submitted by the CONTRACTOR shall include costs incurred in implementing the Contract during the period identified in the particular invoice; any appropriate receipts and reports for costs incurred; and indicate the CONTRACTOR personnel/position who have performed work during the invoice period. The cost paid for CONTRACTOR personnel shall be consistent with the Tasks identified in section B.2.1. above.

**END OF ATTACHMENT "B"**



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ATTACHMENT C  
AGREEMENT BETWEEN LASSEN COUNTY AND  
4LEAF, INC.  
ADDITIONAL PROVISIONS

\* None.

END OF ATTACHMENT "C"

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## ATTACHMENT D

### GENERAL PROVISIONS

**D.1. INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1 .6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1 .7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1 .8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

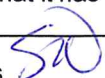
**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all



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licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

**D.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**D.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.5 INSURANCE.**

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).


D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

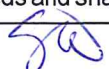
D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall



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include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Lassen County Department of Planning and Building Services  
707 Nevada Street, Suite 5  
Susanville, CA 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

#### D.6 INDEMNITY.

COUNTY shall not be liable for, and CONTRACTOR shall defend, indemnify and hold COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), harmless against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or

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indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

**D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

**D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.13 TERMINATION.**

D.13.1 COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:



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D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed Ninety-Nine Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$99,995.00). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

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**D.19 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

**D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.


**D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

**D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under



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the terms and conditions of this Agreement.

**D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

**D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.34 CONFLICT OF INTEREST.**


**D.34.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.34.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

**D.34.3 Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

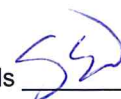
The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in

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Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

**D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Maurice L. Anderson, Director  
Lassen County Department of Planning and Building Services  
707 Nevada Street, Suite 5  
Susanville, CA 96130

If to "CONTRACTOR":

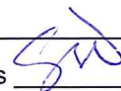
Kevin J. Duggan, President  
2126 Rheem Drive  
Pleasanton, CA 94588

**END OF ATTACHMENT "D".**

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## ATTACHMENT E

### NO THIRD-PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provision of the agreement relating to successors and assigns, and no other person, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the County or County personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

END OF ATTACHMENT "E"

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**FIRST AMENDMENT BY AND BETWEEN  
LASSEN COUNTY AND 4LEAF, INC.**

This First Amendment to Agreement is made on May 20, 2025, between Lassen County ("COUNTY") and 4LEAF, Inc. ("CONTRACTOR") who agree as follows:

1. Recitals: This Amendment is made with reference to the following facts and objectives:
  - a. COUNTY and CONTRACTOR have entered into a written Agreement dated July 25, 2023, (the "Agreement"), in which CONTRACTOR agreed to provide to COUNTY with a Housing Element update.
2. Amendments: The parties agree to amend the Agreement as follows:
  - a. The designated representative for the COUNTY will be changed from Maurice L. Anderson, Director to Gaylon F. Norwood, Acting Director of the Lassen County Department of Planning and Building Services.
  - b. Term is amended to read as follows:

The term of the agreement shall be for the period of July 1, 2023 through December 31, 2025.
3. Effectiveness of Agreement: Except as set forth in this Amendment of Agreement, all provisions of the Agreement dated July 25, 2023 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.


Dated: 6/16/25

CONTRACTOR

4LEAF, Inc.

By: 

Kevin J. Duggan, President

 County Initials

First Amendment, Page 1

Contractor Initials 

FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN LASSEN COUNTY AND 4LEAF, INC.

COUNTY

County of Lassen

Dated: 5-27-25

By: 

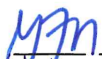
Gaylon F. Norwood, Acting Director

Approved as to form:

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

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

Amanda Urhammer  
Lassen County Counsel

 County Initials

First Amendment, Page 2

Contractor Initials 