



*County of Lassen*  
**Department of Planning and Building Services**

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

February 2, 2024

**Maurice L. Anderson, 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: February 13, 2024

Zoning and Building  
 Inspection Requests  
 Phone: 530 257-5263

FROM: Maurice L. Anderson, Director

SUBJECT: Approval of a contract with APetrow Consulting for update of the Multi-Jurisdictional (Lassen County, City of Susanville, and Susanville Indian Rancheria) Multi-Hazard Mitigation Plan.

ACTION REQUESTED:

1. Receive report; and
2. Authorize the Chairman to execute the contract.

Attached is a proposed contract between Lassen County and APetrow consulting for update of the Local Hazard Mitigation Plan (LHMP) which was first adopted by the jurisdictions in 2011 and last updated in 2018. The total cost of the contract is \$36,960. The City of Susanville and the Susanville Indian Rancheria have each placed one third of the cost into a Trust Fund Account maintained by Lassen County (\$12,320 from each jurisdiction). Lassen County will be responsible for the remaining \$12,320, to be paid from existing funds appropriated in the Fiscal Year 2023/2024 Budget.

To maintain eligibility, the LHMP must be updated every five years, and the current LHMP expired on January 15, 2024 (five years from certification by the Federal Emergency Management Agency).

APetrow Consulting did the last update in 2018. County, City of Susanville, and Susanville Indian Rancheria staff are recommending that the same consultant be used for this update (an RFP was not circulated).

An updated LHMP will represent the current understanding of the natural and technological hazards having the potential to cause death, injuries, property damage, community disruption, and economic consequences within Lassen County. The update will capture current mitigation capabilities, efforts, and present mitigation actions that may be taken to reduce those impacts prior to such hazard events. Updating of this LHMP demonstrates the community's commitment to mitigation, fulfills regulatory requirements as established by the Federal Emergency

Board of Supervisors  
Agenda Date: February 13, 2024  
Page 2 of 2

Management Agency (FEMA), establishes eligibility for seeking hazard mitigation assistance grants, and serves as a guide to local decision makers to implement mitigation programs. Mitigation can reduce the enormous cost of disasters to residents, businesses, and government. In addition, it can protect critical community facilities, reduce exposure to liability, and minimize community disruption. It is important to be prepared because a plan of this caliber looks at preparation from the lens of not “if” rather “when” a disaster occurs.

MLA:gfn

Enclosure: Proposed contract with APetrow Consulting.

x/pla/admin/files/465.02.04/contract approval/"Board letter HMP contract (2-13-24)"

# AGREEMENT BETWEEN LASSEN COUNTY

## AND

## APETROW CONSULTING

**THIS AGREEMENT** is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and APetrow Consulting, a California corporation, with a principal place of business at 47 Regatta Way, Dana Point, CA 92629 (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 Hazard Mitigation Plan 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 December 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:



\_\_\_\_ County Initials

Page 1

Contractor Initials



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 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. Andrew Petrow, Vice President/Secretary, 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



\_\_\_\_ County Initials

Page 2

Contractor Initials





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

CONTRACTOR  
APetrow Consulting

Dated: 1/2/24

By:   
Andrew Petrow, Vice President/Secretary

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

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

COUNTY  
County of Lassen

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

By: \_\_\_\_\_  
Gary Bridges, Chairman of the Board

Approved as to form:

By:   
Amanda Uhrhammer  
Lassen County Counsel

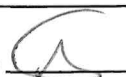
[1Contract Standard Professional Services Master v20210505]

MAN

County Initials

Page 3

Contractor Initials



**ATTACHMENT A  
AGREEMENT BETWEEN LASSEN COUNTY AND  
APETROW CONSULTING  
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 Phase 1. Prepare**

CONTRACTOR will conduct actions with COUNTY staff to set expectations, collect and review material, and identify and remove roadblocks.

**A.1.1 Kick-Off Meeting**

CONTRACTOR will hold a kick-off meeting with COUNTY to discuss: administrative requirements; technical aspects of the project such as scope and timeline; the structure, format and level of detail for the LHMP; validate a list of Hazard Mitigation Planning Commission (HMPC) members; discuss methods for soliciting input from the HMPC and the public; and meeting dates. The CONTRACTOR will also discuss collection and review of jurisdiction(s) specific material such as General Plans, Capital Improvement Plans, and Emergency Operations Plan as well as available existing material from surrounding communities in California and possibly in Nevada. CONTRACTOR will also discuss the planning process.

**A.1.2 Organize a Hazard Mitigation Planning Committee**

CONTRACTOR will work with the adopting jurisdictions to reconvene the HMPC and will ensure that the HMPC represent the "whole community". This representation should include surrounding governments (state, regional, and local) and key community partners (special districts, utilities) and the adopting jurisdictions' staff. The role of HMPC is to participate in planning meetings, validate the planning process, review sections, suggest/validate mitigation actions, and provide input and materials where necessary.

**A.1.3 HMPC Meeting**

CONTRACTOR will hold a meeting with the HMPC to introduce all members and provide overview of the project. CONTRACTOR will familiarize the HMPC with mitigation and mitigation plans, outlines the roles and responsibilities, validate the planning process, and set expectations/timelines. CONTRACTOR will also solicit input from the HMPC.

**A.1.4 Develop Public Outreach Strategy and Hold Kickoff Public Meeting**

CONTRACTOR, with HMPC input, will develop a strategy to engage the public and encourage their participation. The public outreach efforts will meet new federal

*MTn*

County Initials

Attachment A, Page 1

Contractor Initials

*[Signature]*

requirements and be customized for the adopting jurisdictions. CONTRACTOR will ensure that; press releases on the development and completion of the LHMP are disseminated; presentation material is prepared and made available; and copies of the draft LHMP are readily available to community members. CONTRACTOR will leverage existing events and social media platforms to reach the public. CONTRACTOR may create a hazard mitigation focused survey and may hold additional public meetings throughout the planning process.

## **A.2 Phase 2. Develop**

There will be three phases to the development of the LHMP.

### **A.2.1 Existing Conditions**

CONTRACTOR will conduct project activities.

#### **A.2.1.1 Community Profile**

CONTRACTOR will develop a Community Profile section which will help the HMPC in ensuring that everyone is aware of critical information. This information will help to implement mitigation as well as assist during disaster response and recovery efforts. This profile will also orient Cal OES and FEMA to the underlying challenges the adopting jurisdictions face. This section should include the adopting jurisdictions' location, geography, climate, history, demographics (including underserved and socially vulnerable populations), economy, existing land use, and development trends over the past five years.

#### **A.2.1.2 Hazard Identification and Profiles**

CONTRACTOR will work with the HMPC to identify existing hazards in the adopting jurisdictions' service area. CONTRACTOR will leverage the list of existing hazards from the current adopting jurisdictions documents (i.e., General Plan, Emergency Operations Plan) and also review the current state, regional, and surrounding jurisdiction material. The adopting jurisdictions' hazard list will be a subset of the State's list of hazards. FEMA usually only funds mitigation actions addressing natural hazards, but CONTRACTOR will work with the adopting jurisdictions to capture human-caused and technological as well. This section will include profiles for each hazard consisting of: description, location, history, probability, extent, and climate change considerations. CONTRACTOR will work with the HMPC to prioritize the hazards as required by FEMA.

CONTRACTOR will incorporate hazard maps and/or graphics which will be done with the help from experts in their fields (i.e. FEMA, National Oceanic and Atmospheric Agency, California Natural Resources, and California Department of Forestry and Fire Protection), resource material from adopting jurisdictions, or in some instances developing new material.



\_\_\_\_ County Initials

Attachment A, Page 2

Contractor Initials





### A.2.1.3 Capabilities Assessment

CONTRACTOR will work with HMPC to identify current capabilities and categorize them into the follow areas: Personnel Resources; Mitigation Governance (i.e., plans, programs, policies, regulations); Technical Resources; and Fiscal Resources. CONTRACTOR will also outline how these capabilities can be expanded and/or improved which is a FEMA requirement.

### A.2.1.4 Assets

CONTRACTOR recognized that the adopting jurisdictions have existing inventory of assets which may need to be expanded. CONTRACTOR will work the HMPC to assemble and/or review the adopting jurisdictions' asset inventory. This list will include: emergency operations centers, police/fire stations, hospitals and emergency shelter, water/wastewater treatment plants/pumping stations, power generation, transmission, distribution facilities, special population centers (i.e., day-care, elderly, prisons), hazardous materials facilities, and evacuation routes. These assets will be identified into different asset classifications (i.e., critical, essential, sensitive). CONTRACTOR will need quantity of the assets, street addresses, and possibly replacement and content values of the assets. Some other valuable information could include: building occupancy/use, year of construction, structural type, and building size/square footage. All data captured will be used to demonstrate exposure to hazards described under Vulnerability Assessment.

### A.2.2 Risk Assessment

CONTRACTOR will conduct a Risk Assessment. This Risk Assessment will help guide the HMPC in identifying potential mitigation actions. CONTRACTOR will conduct two qualitative approaches to demonstrate risk. The first approach will be to assess hazard maps (e.g., fire hazard severity zone maps, flood zone maps) against asset inventory information and second approach will be that when there are no hazard maps available (e.g., drought, energy shortage), CONTRACTOR will use existing available information (i.e., aggregate census data). These assessments will illustrate exposure of assets to a hazard. Other resource material (National Risk Index, Cal Adapt) will be used to augment the potential risk. Neither approach estimates damage, just an indication of exposure.

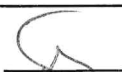
CONTRACTOR recommends that the only quantifiable method (Hazus) not be reassessed since little has changed in Lassen County since the last quantifiable assessment was done and as such, there would only be insignificant differences to the most current results.



County Initials

Attachment A, Page 3

Contractor Initials





### **A.2.3 Phase 3. Mitigation Strategy**

CONTRACTOR will conduct four project mitigation strategy activities.

#### **A.2.3.1 Developing Mitigation Goals**

CONTRACTOR will work with HMPC to utilize the work performed under the previous phases to identify well-defined risks and work with HMPC to identify goals and objectives that comprehensive and targeted to address the risks. CONTRACTOR also review other plans to encourage compatibility and ensure that there are no conflicts or contradicting goals and objectives.

#### **A.2.3.2 Review and Provide Status of Previous Mitigation Actions**

CONTRACTOR will work the HMPC to discuss the status of previous mitigation projects or mitigation-type work done in the adopting jurisdictions. This review is a federal requirement and it will provide the HMPC a starting point in identifying any new mitigation actions. The HMPC will determine if further mitigation action is needed or if conditions have changed and mitigation actions can be removed. This is a FEMA and Cal OES requirement.

#### **A.2.3.3 Developing Mitigation Actions**

CONTRACTOR will work with HMPC to identify mitigation actions and facilitate discussions. CONTRACTOR will reference FEMA Mitigation Ideas, climate adaptation guidance material from Cal OES and California Natural Resources Agency, and other available material on mitigation options and best practices. Discussion will include considerations of impacts from loss of power and the need to identify energy solutions to ensure functionality. CONTRACTOR will work with HMPC to ensure each action is reasonable, effective, and implementable. CONTRACTOR will work with HMPC to consider the social, technical, administrative, political, legal, and economic and environmental factors that should be looked at in identifying and prioritizing mitigation measures. Prioritizing mitigation actions are a Cal OES and FEMA requirement.

#### **A.2.3.4 Develop a Mitigation Action Implementation Plan**

CONTRACTOR will work with HMPC to develop an Implementation Plan for each mitigation action. The Implementation Plan will consist of identifying the lead person or department if the mitigation action is implemented, an estimate of the cost, an estimate of the time to complete the action, and possible funding sources to implement the mitigation action. This is a FEMA requirement.

### **3. Phase 3. Finalize**

CONTRACTOR will be developing some overarching sections and preparing the LHMP during this final phase.



\_\_\_\_ County Initials

Attachment A, Page 4

Contractor Initials



### **A.3.1 Develop a LHMP Maintenance Plan**

CONTRACTOR will work with HMPC to develop and capture a LHMP Maintenance Plan (i.e., document the process and potential schedule the adopting jurisdictions will use, monitor, evaluate, implement, and update the LHMP over the next five years). CONTRACTOR will also work with HMPC to document actions taken over the past five years in accordance with the LHMP Maintenance Plan in the current LHMP (a FEMA requirement).

### **A.3.2 Incorporate into Existing Planning Mechanisms**

CONTRACTOR will work with HMPC to identify potential opportunities to encourage the incorporation of the LHMP into other planning mechanisms (i.e., General Plan, Capital Improvement Plan, Emergency Operations Plan). To meet Federal requirements, the adopting jurisdictions only need to identify a plan to encourage incorporation, it does not need to complete the incorporation as part of this planning process. CONTRACTOR, at an additional cost, can include "incorporation" as part of the Scope of Work.

### **A.3.3 Continued Public Involvement**

CONTRACTOR will work with HMPC to identify potential opportunities for public participation over the next five years. The focus will be to educate the public on the hazards and actions that are and can be taken. CONTRACTOR will work with the HMPC to document the actions taken over the past 5 years in accordance with the Public Outreach Plan in the current LHMP (a FEMA requirement).

### **A.3.4 Developing a Draft Plan**

CONTRACTOR will prepare an Administrative Draft for the HMPC to review. CONTRACTOR will ensure all relevant information is captured and included in the LHMP to ensure compliance with the FEMA Review Tool.

CONTRACTOR will integrate and leverage other plans and planning efforts, including reviewing relevant adopting jurisdictions documents (i.e., General Plans, Emergency Operations Plans, LHMPs), state documents (i.e., State HMP, Climate Adaption Guides), and select surrounding jurisdiction documents (i.e., Emergency Operations Plans, Strategic Plans, Continuity of Operations/Government, Capital Improvement, Business Continuity). CONTRACTOR will promote compatibility and consistency between plans and help ensure that lessons learned during the LHMP process can influence other planning efforts. FEMA and Cal OES encourage this type of effort.

### **A.3.5 Public Input on Draft Plan**

CONTRACTOR will conduct a public meeting to present the Administrative Draft and solicit input from the public. After the public comment period, CONTRACTOR will meet with the adopting jurisdictions and the HMPC to



County Initials

Attachment A, Page 5

Contractor Initials





discuss comments. Once accepted, CONTRACTOR will prepare a Draft LHMP for Cal OES and FEMA review.

### A.3.6 Final Plan

CONTRACTOR will work with FEMA and Cal OES on any comments and/or requested edits to the Draft LHMP. This task will also include the completion of the FEMA LHMP Review Tool. The Review Tool is part of the package submitted to Cal OES; they will not accept or review the draft LHMP without a completed Review Tool. CONTRACTOR will meet with HMPC to discuss any comments received during Cal OES and FEMA review.

### A.3.7 Final Plan Approval and Adoption

After receiving the "approval pending adoption" letter from FEMA, CONTRACTOR will work with the adopting jurisdictions to ensure the LHMP is adopted. The LHMP is only approved after the adopting jurisdictions' City Councils or Boards takes formal action to adopt. Once the adoption resolution is available it must be sent to FEMA for formal approval.

## B. Proposed Timeline

	Month from Start									
	1	2	3	4	5	6	7	8	9	10
<b>PREPARE</b>										
Client kick off meeting	X									
HMPC kickoff meeting	X									
<b>DEVELOP</b>										
Existing Conditions – Community Profile HMPC meeting		X								
Existing Conditions – Hazard Profile HMPC meeting			X							
Existing Conditions – Capability Assessment- HMPC meeting			X							
Existing Conditions – Assets – HMPC meeting		X								
Existing Conditions – Assets Public Meeting			X							
Risk Assessment – Qualitative – HMPC meeting				X						
Mitigation Strategy – Goals/Objectives/Actions HMPC meeting					X					
Mitigation Strategy – Goals/Objectives/Actions Public meeting						X				
Mitigation Strategy -Implementation Plan HMPC meeting						X				



County Initials

Attachment A, Page 6

Contractor Initials



<b>FINALIZE</b>										
Draft LHMP - Administrative Draft HMPC Meeting							X			
Draft LHMP – Administrative Draft Public Meeting							X			
Final LHMP – Cal OES/FEMA Review HMPC Meeting									X	
Final LHMP – Cal OES/FEMA Review Board Meeting/Adoption										X
FEMA Approval										X

### C. Assumptions and Constraints

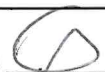
- The HMPC will be engaged, provide information, and review sections
- CONTRACTOR will reformat, incorporate information, and keep version control of the LHMP
- CONTRACTOR is not responsible for recreating or updating leveraged maps
- Lassen County will tap into its GIS staff for support as needed
- Susanville Indian Rancheria is possibly interested in joining in on the LHMP
- The adopting jurisdictions are in favor of virtual meetings (client, HMPC, and public)
  - If desired, in-person meetings can be provided
- CONTRACTOR will provide two virtual public meetings
  - Virtual public meetings have seen better attendance
  - If an in-person meeting is desired, it would be beneficial to combine with another in-person planning meeting
- All parties agree to the Roles and Responsibility outlined in Table 1, following.



\_\_\_\_ County Initials

Attachment A, Page 7

Contractor Initials





Role	Responsibility
<b>Project Manager</b> <i>Andrew Petrow</i> <b>(CONTRACTOR)</b>	<ul style="list-style-type: none"> <li>• Primary point of contact (POC)</li> <li>• Implicit authority to address all technical and contractual issues</li> <li>• Oversight of all tasks; ensure timeliness and appropriate level of effort</li> <li>• Facilitates meetings with client, team, and stakeholders</li> <li>• Approves and implements quality assurance of work products</li> <li>• Reviews material and drafts LHMP sections</li> <li>• Technical and grammatical review of the LHMP</li> <li>• Assembles and formats of the LHMP</li> <li>• Coordinates with client on GIS Support</li> <li>• Identifies mitigation strategies</li> <li>• Provides input on community outreach and participation</li> <li>• Ensures compliance with current FEMA Region IX doctrine</li> <li>• Supports Cal OES review, FEMA approval, and Jurisdiction adoption process</li> </ul>
<b>Lassen County</b> <b>City of Susanville</b>	<ul style="list-style-type: none"> <li>• Encourages participation/sends out announcements to HMPC/public</li> <li>• Assists with data collection from HMPC</li> <li>• Provides meeting space and call information for HMPC/public meetings</li> <li>• Provides existing electronic data of relevant documents, maps, graphics</li> <li>• Coordinate with GIS to produces maps and graphics, as needed</li> <li>• Coordinate with GIS to support Risk Assessment exposure and vulnerabilities efforts, as needed</li> <li>• Coordinate with GIS on other duties as needed</li> <li>• Keeps Councils and Board informed of the project</li> <li>• Coordinate adoption of the LHMP after approved by FEMA</li> </ul>
<b>HMPC</b>	<ul style="list-style-type: none"> <li>• Attend and participate in planning meetings</li> <li>• Provide material and information</li> <li>• Review draft sections and plan</li> <li>• Solicit input from others and bring information back to HMPC</li> <li>• Encourage incorporation of LHMP into other planning efforts and plans</li> <li>• Provide status of and present new mitigation actions</li> </ul>

**Table 1- APetrow Consulting Team's Roles and Responsibilities**

**END OF ATTACHMENT "A"**



County Initials

Attachment A, Page 8

Contractor Initials



**ATTACHMENT B**  
**AGREEMENT BETWEEN LASSEN COUNTY AND APETROW CONSULTING**  
**PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 Total CONTRACTOR Price**

CONTRACTOR shall be paid up to \$36,960 for completion of tasks completed pursuant to Attachment A.

**B.2 Payment**

**B.2.1 Costs by Phase**

<b>Phase</b>	<b>Cost</b>	
1 – Prepare	\$3,300	
2 – Develop	\$23,760	<b>Develop breakout</b>
A.1 – Existing Conditions		\$5,280
A.2 – Risk Assessment		\$5,280
A.3 – Mitigation Strategy		\$13,200
3 - Finalize	\$9,900	
<b>TOTAL</b>	<b>\$36,960</b>	

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”**



County Initials

Attachment B, Page 1

Contractor Initials



**ATTACHMENT C  
AGREEMENT BETWEEN LASSEN COUNTY AND  
APETROW CONSULTING  
ADDITIONAL PROVISIONS**

\*

**END OF ATTACHMENT "C"**



\_\_\_\_ County Initials

Attachment C, Page 1

Contractor Initials





## 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

*MTN*

\_\_\_\_ County Initials

ATTACHMENT D, Page 1

Contractor Initials

*CA*



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



\_\_\_\_ County Initials

ATTACHMENT D, Page 2

Contractor Initials 

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

*MFA*

\_\_\_\_ County Initials

ATTACHMENT D, Page 3

Contractor Initials *[Signature]*



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:



County Initials

ATTACHMENT D, Page 4

Contractor Initials 

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 Thirty-six Thousand Nine Hundred Sixty and 00/100 Dollars (\$36,960.00). 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.

\_\_\_\_ County Initials

ATTACHMENT D, Page 5

Contractor Initials



**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

County Initials

ATTACHMENT D, Page 6

Contractor Initials

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



\_\_\_\_ County Initials

ATTACHMENT D, Page 7

Contractor Initials





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":

Andrew Petrow, Vice President/Secretary  
47 Regatta Way  
Dana Point, CA 92629

**END OF ATTACHMENT "D".**



County Initials

ATTACHMENT D, Page 8

Contractor Initials





**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"**



County Initials

ATTACHMENT E, Page 1

Contractor Initials

