



County of Lassen
Department of Planning and Building Services

• Planning • Building Permits • Code Enforcement • Surveyor • Housing Rehab • Grants and Loans • Surface Mining

December 5, 2018

Maurice L. Anderson, Director
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Susanville, CA 96130-3912
Phone: 530 251-8269
Fax: 530 251-8373
email: landuse@co.lassen.ca.us
website: www.co.lassen.ca.us

TO: Board of Supervisors
Agenda Date: December 18, 2018

Zoning & Building
Inspection Requests
Phone: 530 257-5263

FROM: Maurice L. Anderson, Director

SUBJECT: Proposal to Update the Noise Element of the Lassen County General Plan

RECOMMENDATION:

That the Board of Supervisors:

1. Receive report; and
2. Find that “there is no new geothermal development and substantial planning, maintenance, and environmental mitigation of geothermal development has been achieved” as referenced in Public Resources Code Section 3824.5 in order to use the County’s geothermal fund to pay for said update; and
3. Authorize the Chairman to sign the contract with Dudek to update the Noise Element in the amount of \$54,445.

SUMMARY

On June 12, 2018, the Lassen County Department of Planning and Building Services (Department) began the circulation of a request for proposal (RFP) to update the Noise Element of the General Plan. The RFP was published in the Lassen County Times on June 12 and June 19, 2018, the Chico Enterprise Record on June 18, 2018, the Sacramento Bee on June 19, 2018, and the Redding Searchlight on June 16 and June 23, 2018. The RFP was also emailed to the Department’s list of consultants between June 13 and June 15, 2018. The submittal deadline to respond to the RFP was July 27, 2018, at 4:00 pm and five proposals were received, ranging from approximately \$37,000 to \$65,000.

A review team consisting of Assistant Director Gaylon Norwood, Public Works Director Larry Millar, and Associate Planner Stefano Richichi reviewed said proposals and determined that the submittal from Dudek most closely met the requirements detailed in the RFP. The Director received and concurred with this recommendation. Thus, the Department is recommending that the Board of Supervisors approve Dudek’s proposal. Attached with this letter is the draft contract which Dudek and County Counsel have both signed.

Government Code Section 65302(f) requires that all general plans in California have a noise element that identifies noise problems in the community and contains implementation measures and solutions to address existing and foreseeable noise problems. Such implementation measures and solutions to noise problems would be adopted in the Noise Element and also in the form of a Noise Ordinance, which would implement policies found in the updated Noise Element. Such an ordinance would

include clear noise thresholds to be used as conditions for projects as well as to facilitate the environmental review of projects as required by the California Environmental Quality Act. Lassen County's current Noise Element, adopted in 1989, uses outdated and impractical standards, and Lassen County does not currently have a Noise Ordinance to smoothly address noise-related issues. It is for these reasons that the Department of Planning and Building Services is proposing this update.

FISCAL IMPACT

The Department proposes to use funds from the County's geothermal fund to cover the entire cost of updating the Noise Element.

Public Resources Code Sections 3820-3827 set forth the standards related to the disbursement of funds to counties from the "Geothermal Resources Development Account" in the California General Fund. Section 3824.5 states as follows:

Revenues disbursed to counties... may be expended for purposes unrelated to geothermal development only in counties where there is no new geothermal development and substantial planning, maintenance, and environmental mitigation of geothermal development have been achieved.

County Counsel has determined that so long as "there is no new geothermal development and substantial planning, maintenance, and environmental mitigation of geothermal development has been achieved" as described above, the County may legitimately use said geothermal fund to update the Noise Element.

Lassen County has not received any new use permit applications for geothermal development. Additionally, substantial planning, maintenance, and environmental mitigation of geothermal development have been achieved. Specifically, Lassen County has adopted a Geothermal Combining District (Lassen County Code Section 18.90) as well as rules regarding the permitting of geothermal development in the *Lassen County Energy Element, 1993*.

In addition to the above, Public Resources Code Section 3823(b) allows that revenues disbursed under the "Geothermal Resources Development Account" may be used for "[l]ocal and regional planning and policy development and implementation necessary for compliance with programs required by local, state, or federal laws and regulations..." *without* any additional findings. The update to the Noise Element falls under the above category.

Sufficient funds have already been appropriated in the Fiscal Year 2018/2019 budget. If the Board approves the use of the geothermal fund, there will be \$225,000 remaining in the fund. This is also after deducting \$48,115 already allocated for update of the Housing Element. Lassen County is prepared to consider other uses of the geothermal fund should a proposal be submitted, but no proposal has been submitted.

MLA:smr

Enclosures: Draft Contract signed by Dudek and County Counsel
Public Resources Code Sections 3820-3827

AGREEMENT BETWEEN LASSEN COUNTY

AND

DUDEK

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and DUDEK, a California corporation, with a principal place of business at 605 Third Street, Encinitas, CA 92024, (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 Noise Element in accordance with Government Code Section 65302(f); and,

WHEREAS COUNTY has need for services to prepare a related noise ordinance; 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 from the date that the agreement is signed by all parties through completion of the services provided.

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:

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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 material 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 applicable 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.

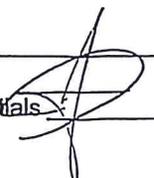
7. DESIGNATED REPRESENTATIVES.

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. Frank Dudek, Chief Executive Officer, 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

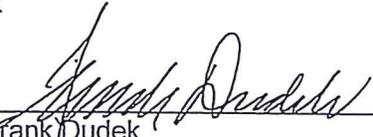
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AGREEMENT BETWEEN LASSEN COUNTY AND
DUDEK

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

CONTRACTOR
Dudek

Dated: Nov. 20, 2018

By: 
Frank Dudek
Chief Executive Officer

Dated: _____

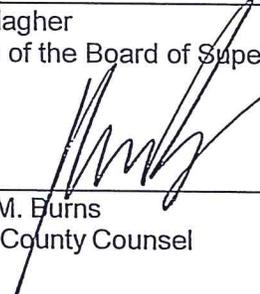
By:  11.20.18
Emily Hart
Corporate Secretary

COUNTY
County of Lassen

Dated: _____

By: _____
Chris Gallagher
Chairman of the Board of Supervisors

Approved as to form:

By: 
Robert M. Burns
Lassen County Counsel

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AGREEMENT BETWEEN LASSEN COUNTY AND
DUDEK

ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY AND
DUDEK
SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

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

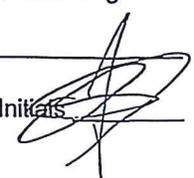
A.1.1 Kickoff Meeting

At the COUNTY'S direction, the CONTRACTOR will participate in a project kickoff meeting with County staff to:

- Meet the key team members, clarify roles, and verify that team members have a common understanding of the project and overall approach to the work program and deliverables.
- Discuss and refine our scope of work.
- Collect data and establish protocols for communication and data transfer throughout the work effort, recognizing that working with a common data exchange procedure will contribute substantially to project efficiency. In addition to hard copies, deliverables will be transmitted electronically according to the agreed-upon data transfer protocol (i.e., email, shared server, etc.).
- Work collaboratively to discuss potential project pitfalls and issues, and identify upfront strategies to address those challenges.
- Develop a common detailed schedule for the work effort that will help County staff and the consultant team stay on the same track for our respective work efforts.

Prior to this meeting, CONTRACTOR will prepare a Data Needs Request to allow time for the COUNTY to collect and distribute data required for the Noise Element Update. CONTRACTOR will also prepare a preliminary noise monitoring map for the COUNTY to review and comment on. CONTRACTOR'S monitoring locations will mirror the measurement locations used for the 1989 Noise Element, with the addition of any new areas of concern identified by County staff.

In order to conduct traffic modeling, County traffic data will be necessary. For a project like this, Existing and Future Average Daily Traffic data will be most valuable for conducting traffic noise analysis. Based on the 1989 Noise Element, CONTRACTOR expects that the minimum traffic data will include the following highways and roads:

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AGREEMENT BETWEEN LASSEN COUNTY AND
DUDEK

- Highway 395
- Highway 139
- Highway 299
- Highway 44
- Highway 36
- Eagle Lake Road
- Susanville Road
- Standish-Buntingville Road
- Mooney Road
- Richmond Road
- Johnstonville Road
- Herlong Access Road
- Garnier Road
- Other roads that the County expects will cause noise concerns in the future

Christopher Barnobi and Shannon Wages will be responsible for preparing for and conducting the kickoff meeting with County Staff.

CONTRACTOR will meet with County representatives to discuss the effectiveness of the existing Noise Element. CONTRACTOR is interested in learning about specific areas where the COUNTY would like to change or expand the Noise Element so CONTRACTOR is able to fully address those concerns. CONTRACTOR will present the detailed ambient noise monitoring program to the County during the kickoff meeting.

A.1.2 Task 1. Assessment

A.1.2.1 *Task 1.1. Evaluation of the Noise Element*

CONTRACTOR will review and evaluate the current Noise Element and its programs, including the following:

- A discussion of the effectiveness of its noise implementation programs
- An evaluation of the existing Noise Element relative to Government Code Section 65302(f) and the Governor's Office of Planning and Research's Noise Element Guidelines (Appendix D of the *General Plan Guidelines: 2017 Update*)

CONTRACTOR will use Government Code Section 65302 to assess the important noise sources addressed in the current Noise Element, as well as the appropriateness of the policies, guidelines, and standards included. Much of this work has been done while preparing this proposal, and the evaluation will be expanded during the virtual meeting with the COUNTY. The evaluation will be finalized during the in-person kickoff meeting.

Christopher Barnobi and Shannon Wages will evaluate the current Noise Element and expect to have this completed prior to the kickoff meeting.

A.1.2.2 Task 1.2. Document Review

CONTRACTOR will review County documents collected in preparation for kickoff to aid in understanding local conditions. This will include all updated General Plan elements, traffic data, maps and any other documents provided by the COUNTY. Christopher Barnobi and Shannon Wages will review the relevant documents and expect to have this completed prior to the kickoff meeting.

A.1.2.3 Task 1.3. Ambient Noise Monitoring Program

After the kickoff meeting, CONTRACTOR will begin its noise monitoring program. CONTRACTOR will conduct up to 4 long-term (24 hours or more) and 15 short-term (up to 30 minutes) sound level measurements at points of interest throughout the County. The 1989 Noise Element conducted two long-term, 24-hour measurements located at the following locations:

- 311 Fir Street
- 460 Richmond Street

The 1989 Noise Element conducted short-term measurements at the following locations:

- Doyle/Clark Street, Audry, and Susan Hills Roads
- Sears and Janesville Roads
- Road 218 and Road 211
- Wendel on Road 319
- Forest Drive and Tara Way
- Ravendale Post Office
- Madeline, Beiber–Juniper, and Market
- Will Creek Campground
- Spaulding–Lincoln Street
- Gallatin Beach

The 1989 Noise Element presents estimated Day-Night Level (L_{dn}) results based on these short-term measurements. Since traffic noise levels are likely the primary source of ambient noise in many areas of the County, and traffic noise levels can vary throughout the day, CONTRACTOR proposes relying on the traffic noise model for estimates of the L_{dn} and Community Noise Equivalent Level.

A Dudek Noise Specialist will conduct the Noise Monitoring Survey. Noise monitoring is expected to begin with the official kickoff meeting and conclude within 1 week.

Traffic Noise Modeling: Many of the short-term ambient noise measurements are

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expected to focus on traffic noise sources in the County. Companion traffic counts will be conducted during the measurements. The measured sound levels and the traffic counts will be used to calibrate a traffic noise model. We plan on building the traffic noise model in DataKustic's CadnaA noise modeling software suite. CadnaA includes algorithms based on the Federal Highway Administration's Traffic Noise Model. CONTRACTOR will build the model using the data provided by the County and CONTRACTOR'S best assumptions for any unavailable data. A Dudek Acoustician will build the traffic models and analyze the data.

Draft Noise Element: CONTRACTOR will draft the update to the Noise Element based on input from the County, the traffic data, and measurement results. The 1989 Noise Element will be utilized as the base and outline for the update. Modern graphics will replace the old Noise contours. We will reach out to the airports, railways, and industrial facilities listed in the 1989 Noise Element to update the details about these noise-intensive land uses.

CONTRACTOR will research and discuss any additional noise concerns conveyed by the COUNTY. Recommendation to refine the standards guidelines and regulations will be provided. These recommendations will be aimed at streamlining environmental noise impact reviews through the use of standardized metrics that are appropriate for modeling, measurements, and analysis.

A.1.3 Task 2. Noise Element Preparation

A.1.3.1 Task 2.1. Noise Goals, Policies, and Quantified Objectives

CONTRACTOR will update the existing Noise Element pursuant to Government Code Section 65302(f). The Noise Element must be consistent and comply with the other General Plan elements, community goals, and all State of California Assembly and Senate bills, as well as substantially conform to the Governor's Office of Planning and Research's Noise Element Guidelines.

During CONTRACTOR'S preliminary review of the 1989 Noise Element, CONTRACTOR made some initial observations about potential updates to improve the user-friendliness of the document. For example, Section IV (Implementation Program) Table III. *Noise Level Performance Standards for New Projects and Developments* includes Exterior Noise Level Standards. While CONTRACTOR has seen similar performance standards in other noise elements, CONTRACTOR finds this standard difficult to address because the metric is different than the common assessment metrics used for measurement and modeling of noise sources. Thus, CONTRACTOR would propose the COUNTY replace this set of standards with guidelines that are more in line with common noise assessment metrics used in other noise elements.

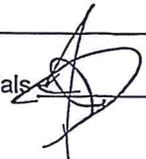
A.1.4 Task 3. Prepare and Finalize Noise Element

A.1.4.1 Task 3.1. Administrative Draft Noise Element

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CONTRACTOR will prepare and submit three reproducible copies and one electronic copy in Microsoft Word format of the administrative draft Noise Element to County staff for review and comment. The administrative draft shall reflect a high-quality work product and represents CONTRACTOR'S best professional work. Once staff has reviewed and commented on the draft, CONTRACTOR will modify the administrative draft as directed.

A.1.4.2 Task 3.2. Draft Noise Element

CONTRACTOR will then prepare and submit three reproducible copies and one electronic copy in Microsoft Word format, and one electronic copy in Adobe Portable Document Format of the draft Noise Element for distribution to the Board of Supervisors, the Planning Commission, and the general public for review and comment. CONTRACTOR will consider that the County intends to make the draft Noise Element accessible both in hard copy format and on the County's website, and thus craft the Noise Element to efficiently communicate in both mediums.

A.1.4.3 Task 3.3. Community, Planning Commission, and Board of Supervisors Meetings

CONTRACTOR will organize and attend three (3) community meetings to present the draft Noise Element and respond to questions from the public. CONTRACTOR will also attend the Planning Commission and Board of Supervisors' public hearing dates pertinent to the Noise Element. CONTRACTOR assumes only 2 additional meetings beyond the community meetings will be necessary to address the Planning Commission and Board of Supervisor's public hearings. Additional meetings will be billed on a time-and-materials basis.

For each meeting, CONTRACTOR will organize and facilitate, prepare a summary presentation, answer questions, and record minutes. The COUNTY will be responsible for reserving the room, providing any refreshments, sending out notices to stakeholders and the community, posting notices on the County website, and making any necessary printouts of meeting materials. In order to reach a broad cross-section of the community, particularly those that may be more exposed to unhealthy noise conditions, CONTRACTOR will identify vulnerable populations and provide recommendations to the County for how to effectively reach these populations and ensure they are included in the planning process.

A.1.4.4 Task 3.4. Final Noise Element

CONTRACTOR will prepare a final version of the Noise Element and submit fifteen (15) bound copies and one electronic copy in Adobe Portable Document Format, in response to comments received from County staff, the Planning Commission, the Board of Supervisors, and the general public.

A.1.5 Task 4. Noise Ordinance

A.1.5.1 Task 4.1. Preparation of a Noise Ordinance

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CONTRACTOR will prepare a draft Noise Ordinance that will help to resolve noise complaints and establish quantifiable noise thresholds that can be used for environmental review of future projects. The Noise Ordinance will be informed by the stakeholder and community feedback provided during the process of drafting and presenting the Noise Element. The Noise Ordinance will be designed to be consistent and complementary to the Noise Element Update.

A.1.5.2 Task 4.2. Staff Review and Comment

CONTRACTOR will submit the draft Noise Ordinance to the Department of Planning and Building Services for review and comment. CONTRACTOR will incorporate comments from County staff, the Planning Commission, Board of Supervisors, and general public into the draft Noise Ordinance.

A.1.6 Task 5. Environmental Review

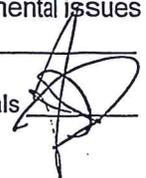
A.1.6.1 Task 5.1. CEQA Completion and Submittal of all Required Documents

The adoption of the Noise Element Update and Noise Ordinance may require preparation of a CEQA document. After preparation of the Draft Noise Element and Draft Noise Ordinance, the County will decide whether to prepare a Notice of Exemption or to direct Dudek to prepare an Initial Study (IS) pursuant to Section 15063 and Appendix G of the CEQA Guidelines. If the County determines that the Draft Noise Element and Draft Noise Ordinance are exempt from CEQA and prepares the relevant Notice of Exemption, the COUNTY shall not be charged for the preparation of Initial Study or subsequent environmental review document. If the County directs CONTRACTOR to prepare an IS and the IS identifies no significant impacts, or impacts that would clearly be reduced to less than significant with the incorporation of mitigation measures, CONTRACTOR will prepare an Negative Declaration (ND) or Mitigated Negative Declaration (MND), as appropriate, at the cost agreed upon in Section B.2 of this contract.

The following tasks will be completed as part of the CEQA completion only if directed as such by the COUNTY:

- CONTRACTOR will assist staff in the drafting of an IS the Notice of Intent to Adopt an ND/MND.
- CONTRACTOR will submit an administrative draft, draft, and public review draft of the document, responding to all edits and comments made by the County for each draft. Each document will be submitted in a Microsoft Word and Adobe Portable Document Format version. CONTRACTOR will also provide a transmittal form/summary for delivery to the California State Clearinghouse.
- Following completion of the public review period, CONTRACTOR will prepare a memorandum responding to any substantial environmental issues

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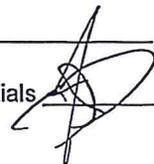
- CONTRACTOR will prepare a Mitigation Monitoring or Reporting Program (for an MND only). To the extent possible, mitigation monitoring will be incorporated into the General Plan annual reporting process.
- CONTRACTOR will prepare a final ND/MND prior to public hearings, and incorporate any final edits for adoption and certification of the documents.

CONTRACTOR assumes that additional technical studies for resource areas other than noise will not be required to complete the ISND/MND. CONTRACTOR further assumes that any public hearings related to CEQA review will be combined with Task 3.3 described at Section A.1.4.3 of this contract.

If the IS prepared pursuant to this section results in a determination that an Environmental Impact Report (EIR) is required, said EIR will be prepared pursuant to a separate agreement.

A.2 SCHEDULE

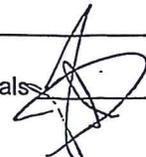
The conceptual schedule for the completion of tasks included in this contract is provided on the following page as a graphical exhibit and in table format. The duration of each task is based upon CONTRACTOR's best estimate of labor commitment to complete the task, as well as on anticipated resource availability, and logical workflow of all tasks considered together. CONTRACTOR will assign appropriate resources to complete tasks in accordance with the proposed schedule; however, projected calendar dates could be affected by the responsiveness of the County to provide required information or materials, to furnish review of draft submittals, and to schedule required public meetings, and also upon other unforeseen circumstances.



Task Schedule			
Task	Start Date (M/M/DD/YYYY)	End Date (M/M/DD/YYYY)	Duration (Days)
Meeting 1: Kick-Off Meeting	1/16/2019	1/17/2019	1
Task 1.1 Evaluate Noise Element	1/2/2019	1/16/2019	14
Task 1.2 Document Review	1/2/2019	2/2/2019	31
Task 1.3a Ambient Noise Monitoring	1/16/2019	1/23/2019	7
Task 1.3b Traffic Noise Modeling	1/23/2019	3/5/2019	41
Task 2 Noise Element Preparation	1/23/2019	4/23/2019	90
Task 3.1 Admin Draft Noise Element	2/25/2019	4/23/2019	57
Task 3.2 Draft Noise Element	4/23/2019	6/13/2019	51
Task 3.3 Community Meetings	6/14/2019	8/26/2019	73
Task 4 Noise Ordinance	8/26/2019	10/10/2019	45
Task 5 Environmental Review	10/10/2019	11/20/2019	41

END OF ATTACHMENT "A"

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**ATTACHMENT B
AGREEMENT BETWEEN LASSEN COUNTY AND
DUDEK
PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

B.1 Total CONTRACTOR Price

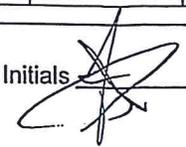
CONTRACTOR shall be paid up to \$54,445 for completion of tasks completed pursuant to Attachment A.

B.2 Payment

B.2.1 Costs by Tasks

Preparation of an Update to the Lassen County Noise Element	Project Manager	Senior Planner	Environmental Analyst	Environmental Specialist/Acoustician	GIS III	Publications	Total
Hourly Rate	\$175	\$195	\$105	\$240	\$145	\$145	
A.1.2.1-A.1.2.2 Task 1 and 1.2: Reviewing Documents, Regulations, & Research	8			1			\$1,640
A.1.2.3 Task 1.3: Monitoring, Field Noise Measurements (up to 25)	24						\$4,200
A.1.2.3 Task 1.3: Modeling, Review Traffic Data	4						\$700
A.1.2.3 Task 1.3: Modeling, Traffic Noise Calculations (Cadna)	20		10				\$4,550
A.1.2.3 Task 1.3: Modeling Create Noise Contours and Tables	6				8		\$2,210
A.1.3.1-A.1.4.1 Task 2 and 3.1: Rail Noise Data	6			1			\$1,290
A.1.3.1-A.1.4.1 Task 2 and 3.1: Industrial / Commercial Noise Data & Analysis	10			3			\$2,470
A.1.3.1-A.1.4.1 Task 2 and 3.1: Construction Noise Info / Analysis	6		8	1			\$2,130
A.1.4.2 Task 3.2: Draft Noise Element	32	5		4	20	16	\$12,755
A.1.4.3 Task 3.3: Community Meetings	24	20		4			\$9,060
A.1.4.4 Task 3.4: Finalize Noise Element Update	8	2		2		16	\$4,590
A.1.5 Task 4: Noise Ordinance	10	5		1			\$2,965

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A.1.6 Task 5: Environmental Review ISMND	20	1		2		8	\$5,335
Mileage							\$150
Lodging							\$400
Total	178	33	18	19	28	40	\$54,445

B 2.2

CONTRACTOR shall be paid on a time and expense basis for the tasks specified in Sections A.1 and B.2.1, above.

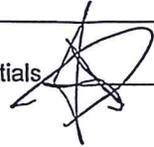
B.2.3

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 who have performed work during the invoice period. The cost paid for CONTRACTOR personnel shall be consistent with the hourly rates identified in section B.2.1, above.

END OF ATTACHMENT "B"

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AGREEMENT BETWEEN LASSEN COUNTY AND
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**ATTACHMENT D
AGREEMENT BETWEEN LASSEN COUNTY AND
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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.

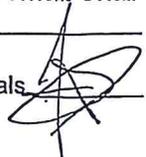
D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, 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

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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 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.

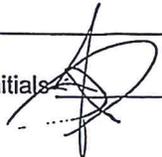
D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain 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 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.5.1.3 Workers' Compensation Insurance coverage for all of CONTRACTOR'S employees to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

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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 Worker's Compensation insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall include an endorsement that no cancellation 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 reasonable 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:

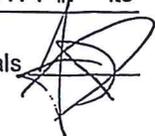
Maurice L. Anderson, Director
Lassen County Department of Planning and Building Services
707 Nevada Street, Suite 5
Susanville, CA 96130

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, terminate this Agreement. 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, or as soon as practicable, 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 reasonably 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

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reasonable 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. INDEMNIFICATION

D.6.1. Claims Arising from Sole Acts or Omissions of County:

The County of Lassen (County) does hereby agree to defend and indemnify the Contractor from any claim, action or proceeding against the Contractor arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, Contractor may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Contractor shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

D.6.2. Claims arising From Sole Acts or Omissions of Contractor or Related Parties:

The Contractor hereby agrees to defend and indemnify the County of Lassen, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as County), from any claim, action or proceeding against County, arising solely out of the acts or omissions of the Contractor and/or its agents, officers, employees, professionals, personnel, invitees, or sub-contractors of any tier in the performance of this contract. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Contractor of any obligation imposed by this Agreement. County shall notify Contractor promptly of any claim, action or proceeding and cooperate fully in the defense.

D.6.3. Claims Arising From Concurrent Acts or Omissions:

The County of Lassen (COUNTY) hereby agrees to defend itself, and the Contractor hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and Contractor. In such cases, County and Contractor agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in the paragraph below.

D.6.4. Joint Defense:

Notwithstanding paragraph D.6.3 above, in cases where COUNTY and Contractor agree in writing to a joint defense, County and Contractor may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of County and Contractor. Joint defense counsel shall be selected by mutual agreement of

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County and Contractor. County and Contractor agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph D.6.5 below.

D.6.5. Reimbursement and/or Reallocation:

Where a trial judgment or verdict or arbitration award allocates or determines the comparative fault of the parties, County and Contractor may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. In the absence of such a judgment, verdict or award, either County or Contractor may seek an adjudication of fault and seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such fault.

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.

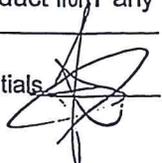
D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant 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 professional 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

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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:

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.

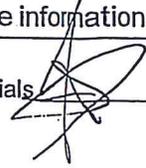
D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed forty-eight thousand one hundred and fifteen dollars (\$48,115.00) except as otherwise authorized by the COUNTY in accordance with Paragraph D.24 below. 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.13.3

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

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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.

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.

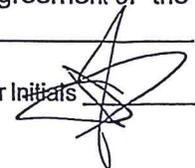
D.21.2 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

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

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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 the terms and conditions of this Agreement.

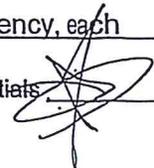
D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

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

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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.

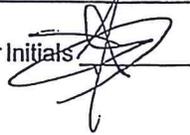
D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

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 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

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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.

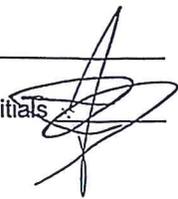
D.37 **TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

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": Frank Dudek, Chief Executive Officer
Dudek
605 Third Street
Encinitas, CA 92024

END OF ATTACHMENT "D".

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[Home](#)
[Bill Information](#)
[California Law](#)
[Publications](#)
[Other Resources](#)
[My Subscriptions](#)
[My Favorites](#)
Code:

Section:


[Up^](#) [Add To My Favorites](#)
PUBLIC RESOURCES CODE - PRC
DIVISION 3. OIL AND GAS [3000 - 3865] (*Division 3 enacted by Stats. 1939, Ch. 93.*)

CHAPTER 6. Disposition of Geothermal Revenues [3800 - 3827] (*Chapter 6 added by Stats. 1980, Ch. 139, Sec. 1.*)

ARTICLE 3. Allocation and Use of Revenues [3820 - 3827] (*Article 3 added by Stats. 1980, Ch. 139, Sec. 1.*)

3820. (a) The Geothermal Resources Development Account is hereby created in the General Fund.

(b) All revenues received by the state pursuant to Section 35 of the Mineral Lands Leasing Act of 1920, as amended (30 U.S.C. Sec. 191), with respect to activities undertaken pursuant to the Geothermal Steam Act of 1970 (Chapter 23 (commencing with Section 1001) of Title 30 of the United States Code) shall be deposited in the Geothermal Resources Development Account immediately upon receipt, and are hereby continuously appropriated from the account for expenditure or transfer in the manner and at the times specified in this article.

(c) Commencing with the 1980–81 fiscal year, two million dollars (\$2,000,000), or so much thereof as may be necessary, of the revenues received by the state pursuant to Section 35 of the Mineral Lands Leasing Act of 1920, as amended (30 U. S.C. Sec. 191), from sources other than activities undertaken pursuant to the Geothermal Steam Act of 1970 (Chapter 23 (commencing with Section 1001) of Title 30 of the United States Code) shall be deposited each fiscal year in the account until a total amount is deposited which is equal to the revenues that were received by the state on and after January 1, 1976, from activities undertaken pursuant to the Geothermal Steam Act of 1970, but which were not deposited in the account pursuant to subdivision (b). The revenues so deposited are hereby continuously appropriated from the account for expenditure or transfer in the manner and at the times specified in this article. The deposit of revenues required by this subdivision are in addition to the deposit of revenues required by subdivision (b).

(Amended by Stats. 1980, Ch. 800, Sec. 16. Effective July 28, 1980.)

3821. (a) Upon receipt and deposit of revenues in the Geothermal Resources Development Account, 40 percent of the revenues derived from the sale of a lease, and any bonus paid in connection therewith, shall be immediately disbursed by the State Controller to the county of origin; and 40 percent of the revenues consisting of royalties and rents shall be immediately disbursed to all counties of origin in proportion to the amounts of the revenues derived from existing leases within each county of origin. If a lease includes land in more than one county, each county's share shall be computed on the basis of the ratio that the acreage within each county bears to the total acreage in the lease.

(b) Each county of origin shall establish for deposit of such revenues an account or fund separate from the other accounts and funds of the county, and may expend such revenues only for the purposes specified in this chapter.

(Added by Stats. 1980, Ch. 139, Sec. 1. Effective May 30, 1980.)

3822. (a) Thirty percent of the revenues received and deposited in the Geothermal Resources Development Account shall be available for expenditure by the commission as grants or loans to local jurisdictions or private entities without regard to fiscal years. These revenues shall be held by the commission in the Local Government Geothermal Resources Revolving Subaccount, which is hereby created in the Geothermal Resources Development Account. Loan repayments shall be deposited in the subaccount and shall be used for making additional grants and loans pursuant to Section 3823.

(b) No local jurisdiction shall be eligible to apply for a grant or loan pursuant to this section unless its governing body approves the application by resolution.

(c) Each recipient of a grant or loan made pursuant to this section shall establish, for the deposit of the revenues, an account or fund that is separate from the other accounts and funds of the recipient, and may expend the

revenues only for the purposes specified in this chapter.

(d) The commission shall make grants and loans pursuant to this section irrespective of whether a local jurisdiction is a county of origin.

(e) Any of the revenues that are not disbursed as grants or loans pursuant to this section during the fiscal year received shall be retained in the subaccount and may be disbursed as grants or loans pursuant to this section in succeeding fiscal years.

(f) (1) Any loan made under this section shall:

(A) Not exceed 80 percent of the local jurisdiction's costs.

(B) Be repaid together with interest within 20 years from receipt of the loan funds.

(2) Notwithstanding any other provision of law, the commission shall, unless it determines that the purposes of this chapter would be better served by establishing an alternative interest rate schedule, periodically set interest rates on the loans based on surveys of existing financial markets and at rates not lower than the Pooled Money Investment Account.

(g) Any loan or grant made to a private entity under this section shall (1) be matched with at least an equal investment by the recipient, (2) provide tangible benefits, as determined by the commission, to a local jurisdiction, and (3) be approved by the city, county, or Indian reservation within which the project is to be located.

(h) The commission may require an award repayment or program reimbursement agreement of any recipient of a grant or loan made pursuant to this section.

(Amended by Stats. 1994, Ch. 553, Sec. 3. Effective January 1, 1995.)

3822.1. Notwithstanding any other provision of law, commencing with the 1984–85 fiscal year and in each fiscal year thereafter, any revenues not granted pursuant to Section 3822 remaining in the Geothermal Resources Development Account and any revenues expected to be received and disbursed during the 1984–85 fiscal year and in each fiscal year thereafter shall be made a part of the Governor's Budget. Projects approved by the State Energy Resources Conservation and Development Commission under this chapter shall be submitted for review and comment to the Department of Finance, the Legislative Analyst, and the Joint Legislative Budget Committee when the Legislature is in session. After a 30-day period, the commission shall execute the funding agreements. The commission shall submit to the Legislature by April 1 of each year, a list of projects, in priority order, selected and approved during the previous year.

(Repealed and added by Stats. 1991, Ch. 520, Sec. 3.)

3822.2. (a) Notwithstanding any other provision of law, the State Energy Resources Conservation and Development Commission may expend funds, from that portion of the Geothermal Resources Development Account used by the commission for grants and loans, to provide direct technical assistance to local jurisdictions which are eligible for grants and loans pursuant to Section 3822.

(b) The total of all amounts expended pursuant to this section shall not exceed 5 percent of all funds available under Section 3822 or one hundred thousand dollars (\$100,000), whichever amount is less.

(c) In making expenditures under this section, the commission shall consider, but not be limited to a consideration of, all of the following:

(1) The availability of energy resource and technology opportunities.

(2) The project definition and likelihood of success.

(3) Local needs and potential project benefits.

(Amended by Stats. 1984, Ch. 1066, Sec. 4.)

3823. Revenues disbursed to counties of origin pursuant to Section 3821 and grants or loans made to local jurisdictions or private entities pursuant to Section 3822 shall be expended by the recipient for the following purposes:

(a) Undertaking research and development projects relating to geothermal resource assessment and exploration, and direct-use and electric generation technology.

(b) Local and regional planning and policy development and implementation necessary for compliance with programs required by local, state, or federal laws and regulations.

(c) Identification of feasible measures that will mitigate the adverse impacts of the development of geothermal resources and the adoption of ordinances, regulations, and guidelines to implement those measures.

- (d) Collecting baseline data and conducting environmental monitoring.
- (e) Preparation or revision of geothermal resource elements, or geothermal components of energy elements, for inclusion in the local general plan, zoning and other ordinances, and related planning and environmental documents.
- (f) Administrative costs incurred by the local jurisdiction that are attributable to the development or production of geothermal resources.
- (g) Monitoring and inspecting geothermal facilities and related activities to assure compliance with applicable laws, regulations, and ordinances.
- (h) Identifying, researching, and implementing feasible measures that will mitigate the adverse impacts of that development or production.
- (i) Planning, constructing, providing, operating, and maintaining those public services and facilities that are necessitated by, and result from, the development or production.
- (j) Undertaking projects demonstrating the technical and economic feasibility of geothermal direct heat and electrical generation applications.
- (k) Undertaking projects for the enhancement, restoration, or preservation of natural resources, including, but not limited to, water development, water quality improvement, fisheries enhancement, and park and recreation facilities and areas.
- (l) In furtherance of the state's zero-emission vehicle and energy storage objectives, undertaking projects to recover lithium, metals, agricultural products, and other beneficial minerals from highly mineralized geothermal brines at a geothermal facility in existence on January 1, 2017, that is in a disadvantaged community and provides local employment opportunities.

(Amended by Stats. 2016, Ch. 539, Sec. 1. (SB 1074) Effective January 1, 2017.)

3824. Subject to the requirements of Section 3824.5, revenues disbursed to counties of origin pursuant to Section 3821 may be expended for the repair and maintenance of capital assets, including roads, bridges, aviation facilities, buildings, and parking areas. These revenues, including unencumbered revenues already accumulated, may also be expended for the construction of jail facilities.

(Amended by Stats. 1986, Ch. 400, Sec. 1. Effective July 17, 1986.)

3824.5. Revenues disbursed to counties of origin pursuant to Section 3821 may be expended for purposes unrelated to geothermal development only in counties where there is no new geothermal development and substantial planning, maintenance, and environmental mitigation of geothermal development have been achieved.

(Amended by Stats. 1987, Ch. 56, Sec. 149.)

3825. Thirty percent of the revenues received and deposited in the Geothermal Resources Development Account shall, upon receipt by the Controller, be transferred to the Renewable Resources Investment Fund and shall be available, upon appropriation by the Legislature, for expenditure for the purposes of Section 34000.

(Amended by Stats. 1983, Ch. 323, Sec. 64. Effective July 1, 1983.)

3826. For all lands of the United States which are received by the State Lands Commission as indemnity lands pursuant to Section 851 of Title 43 of the United States Code after July 1, 1980, the revenue received by the state from the leasing of these lands for geothermal development shall be distributed as follows:

- (a) Fifty percent of all revenues shall be deposited in the Geothermal Resources Development Account and disbursed pursuant to this chapter.
- (b) Fifty percent of all revenues shall be deposited in the Teachers' Retirement Fund and shall be expended pursuant to Section 24702 of the Education Code.

(Amended by Stats. 1984, Ch. 1070, Sec. 1. Effective September 12, 1984.)

3827. If federal geothermal lease lands are transferred to the state for any reason, the lease revenues shall continue to be deposited into the accounts specified pursuant to Section 3826.

(Added by Stats. 1991, Ch. 520, Sec. 5.)