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BOARD OF SUPERVISORS' MEETING  
August 20, 2024

Contract between Lassen County and Kimley Horn Associate, Inc. to provide services to prepare a Regional Area Plan for the Susanville Vicinity, Johnstonville, Richmond/Gold Run and other communities not currently part of an Area Plan, such as Lake Forest, with a not to exceed amount of \$873, 245.

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County of Lassen  
Department of Planning and Building Services


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

August 14, 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: August 20, 2024

Zoning and Building  
Inspection Requests  
Phone: 530 257-5263

FROM: Maurice L. Anderson, Director 

SUBJECT: Contract between Lassen County and Kimley Horn Associates, Inc. to provide services to prepare a Regional Area Plan for the Susanville Vicinity, Johnstonville, Richmond/Gold Run and other communities not currently part of an Area Plan, such as Lake Forest, with a not to exceed amount of \$873,245.

**ACTION REQUESTED:**

1. Receive report; and
2. Authorize the County Administrative Officer to sign the contract.

**Summary:**

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

On November 14, 2023, the Board of Supervisors was provided a report on the status of the Lassen County General Plan, its required elements and the various area plans adopted for the County. The majority of the General Plan elements were adopted 25 years ago and most of the area plans are 40 or more years old (most were adopted in the mid to late 1980s). At the November 14, 2023, meeting the Board gave direction to release a request for proposals (RFP) to prepare a Regional Area Plan (for the Susanville Vicinity, Johnstonville, Richmond/Gold Run and other communities not currently part of an Area Plan, such as Lake Forest).

Accordingly, a RFP was circulated from February 1, 2024, through March 18, 2024. A total of four firms responded to the RFP: Dudek, EvEco, Kimley Horn and Associates and Mintier Harnish. On April 16, 2024, the Board was provided a report on the four proposals that were received and asked for consensus as to whether Lassen County should proceed with the update. The consensus of the Board of Supervisors was to proceed with the selection process (see attached minute order).

A review committee, comprised of the following individuals was assembled to review the proposals:

Board of Supervisors  
Agenda Date: August 20, 2024  
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Maurice Anderson, Director, Planning and Building Services Department  
Gaylon Norwood, Deputy Director, Planning and Building Services Department  
Matt May, Planning Division Manager  
Tony Shaw, Deputy County Administrative Officer  
Cynthia Raschein, Assistant Director, Public Works Department

After review of the proposals in accordance with the scoring detailed in the RFP, Kimley Horn and Associates and Mintier Harnish were invited to an in person interview in Susanville. After conducting the interviews, it was the unanimous recommendation of the review committee that Kimley Horn be selected.

If executed, it will take up to three fiscal years to prepare this Regional Area Plan Update and the associated Environmental Impact Report.

MLA:gfn

Enclosure: April 16, 2024 Board Minute Order  
Proposed contract with Kimley Horn and Associates

x:\pla\admin\files\600\06\90\8-20-2024 BOS/"Board letter (Kimley Horn contract 8-20-2024)"



Lassen County Board of Supervisors Minute Order

Tuesday, April 16, 2024

LASSEN COUNTY SUPERVISORS:

DISTRICT 1 - CHRIS GALLAGHER - VICE CHAIRMAN; DISTRICT 2 - GARY BRIDGES; DISTRICT 3 - TOM NEELY; DISTRICT 4 - AARON ALBAUGH - CHAIRMAN; DISTRICT 5 - JASON INGRAM

9:02 A.M. CALL TO ORDER

Present: Supervisors Gallagher, Bridges, Neely, Albaugh, and Ingram. Also present: Deputy County Administrative Officer (CAO) Tony Shaw, County Counsel Amanda Uhrhammer, and Deputy Clerk of the Board Michele Yderraga.

CAO Richard Egan was absent by prearrangement.

Present: 5 - Chris Gallagher, Aaron Albaugh, Gary Bridges, Tom Neely and Jason Ingram

Excuse: 0

DEPARTMENT REPORTS

PLANNING AND BUILDING SERVICES

PROPOSALS FOR REGIONAL AREA PLAN UPDATE

SUBJECT: Provide direction regarding proposals received in response to a Request for Proposals circulated to provide services to prepare a Regional Area Plan for the Susanville Vicinity, Johnstonville, Richmond/Gold Run and other communities not currently part of an Area Plan, such as Lake Forest.

FISCAL IMPACT: If the board determines to proceed, the cost would be \$488,770 to \$1,250,000 depending on the proposal selected over at least two fiscal years (2024/2025 and 2025/2026).

ACTION REQUESTED: 1) Receive report; and 2) provide direction to staff.

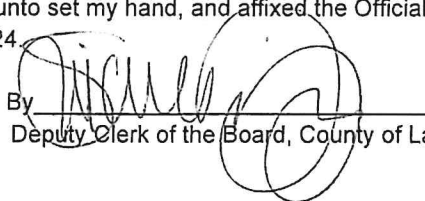
Director of Planning and Building Services Maury Anderson informed the board this item was to discuss the Area Plan and General Plan. The current Area Plan was significantly older and rather than having many plans, the idea was to condense into specific areas. Director Anderson also stated there had

been some zoning completed with the Area Plan. The Susanville vicinity didn't work well for commercial, but instead concentrated on industrial. Discussion was held pertaining to the cost of the plan and Request for Proposals. Director Anderson stated he wanted to work on the Area Plan first and then move to the General Plan. Supervisor Bridges asked about heavy population. Director Anderson said from Susanville to Johnstonville there had been a lot of projects that didn't fit. There were both industrial and commercial and it appeared it was moving toward more commercial for additional business growth. Director Anderson informed the board the GIS effort is to date and adequate for this process. Partial layer and zonings were almost completed. Deputy CAO Tony Shaw stated the plan also included Lake Forest as they did not have a plan. Director Anderson stated the Environmental Impact Report (EIR) was included in the price and stated the cost would be broken up over several budget years. The contract would be in phases. Additional discussion was held regarding opportunity and growth for Lassen County. The consensus of the board was for Planning and Building Services to proceed with the update to the Area and General Plan.

County of Lassen County )  
State of California ) ss.

I, Michele J Yderraga, Deputy Clerk of the Board of the Board of Supervisors, County of Lassen, State of California, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors on above date.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Official Seal of the said Board of Supervisors this 6th day of August, 2024.

By 

Deputy Clerk of the Board, County of Lassen, Board of Supervisors



**Lassen County  
Board of Supervisors  
Minute Order**

Tuesday, November 14, 2023

*LASSEN COUNTY SUPERVISORS:*

*DISTRICT 1 - CHRIS GALLAGHER; DISTRICT 2 - GARY BRIDGES - CHAIRMAN; DISTRICT 3 - TOM NEELY;  
DISTRICT 4 - AARON ALBAUGH - VICE CHAIRMAN; DISTRICT 5 - JASON INGRAM*

**9:31 A.M. OPENING CEREMONIES**

Present: Supervisors Gallagher, Neely, Albaugh, and Ingram. Also present: County Administrative Officer (CAO) Richard Egan, County Counsel Amanda Uhrhammer, and Deputy Clerk of the Board Michele Yderraga.

Supervisor Bridges was absent by prearrangement.

**Present:** 4 - Chris Gallagher, Aaron Albaugh, Tom Neely and Jason Ingram

**Absent:** 1 - Gary Bridges

**Excuse:** 0

DEPARTMENT REPORTS - CONTINUED

PLANNING AND BUILDING SERVICES

GENERAL PLAN STATUS REPORT

SUBJECT: Provide an update to the Board of Supervisors regarding the status of the Lassen County General Plan, its required elements and the associated Area Plans.

FISCAL IMPACT: None.

ACTION REQUESTED: 1) Receive report; and 2) provide direction to staff.

Director of Planning and Building Services Maury Anderson gave a detailed overview of the item and stated the general plan had not been updated since 1999. Director Anderson discussed area plans, zoning, and suggested starting with one area and develop as the board directs. Director Anderson suggested to begin in the Susanville vicinity, and to include Johnstonville, Gold Run, and Lake Forest. Director Anderson stated he wanted to start working on an area plan and to update the general plan. Monies had been allocated in the amount of \$150,000 in the current fiscal year budget to begin this project. County Counsel

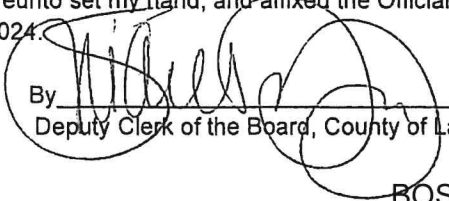
Uhrhammer said hopefully there would be a lot of public involvement and briefly discussed area plans. Consensus of the board was to move forward with the general plan and consolidation.

County of Lassen County )  
State of California ) ss.

I, Michele J Yderraga, Deputy Clerk of the Board of the Board of Supervisors, County of Lassen, State of California, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors on above date.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Official Seal of the said Board of Supervisors this 10th day of January, 2024.



By   
Deputy Clerk of the Board, County of Lassen, Board of Supervisors

**AGREEMENT BETWEEN LASSEN COUNTY  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.**

**THIS AGREEMENT** is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and Kimley-Horn and Associates, Inc., with a principal place of business at 555 Capitol Mall, Suite 300, Sacramento, California 95814, (hereinafter "CONTRACTOR").

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

**WHEREAS** COUNTY has need for Planning services to prepare a Regional Area Plan and Environmental Impact Report and,

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

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

**1. SERVICES.**

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

**2. TERM.**

The term of the agreement shall be for the period of July 1, 2024, through June 30, 2027.

**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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Contractor Initials MLW



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, Lassen County Department of Planning and Building Services, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Matthew D. Weir, Vice President, Kimley-Horn and Associates, Inc. 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

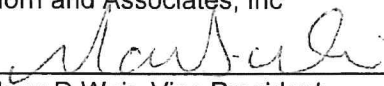
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR  
Kimley-Horn and Associates, Inc

Dated: 7/24/2024

By:   
Matthew D Weir, Vice President  
PE No. C70216

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

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

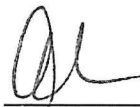
COUNTY  
County of Lassen

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

By: \_\_\_\_\_  
Richard Egan, County Administrative Officer

KHACA  
03

Approved as to form:

By:   
Amanda Uhrhammer  
Lassen County Counsel

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The Area Plan effort will be managed from CONTRACTOR's Sacramento locations, with work completed by CONTRACTOR's team members throughout the larger California region. One of the benefits of the CONTRACTOR's team is that the majority of the resources needed for the Area Plan are internal to the firm. CONTRACTOR's land use planning, transportation, infrastructure, community outreach, and environmental disciplines will work together on a daily basis, resulting in open communication, efficient coordination on schedules and task budgets, and easy scheduling of informal meetings through Microsoft Teams. CONTRACTOR will incorporate any state law changes into policy plan updates, including responding to various new topics such as affordable housing, complete streets, transportation metrics (e.g., VMT standards), GHG emissions mitigation, climate adaptation and resiliency, wildfire and floodplain mapping, environmental justice, and community health. CONTRACTOR will assist COUNTY to adapt to the rapidly changing requirements and opportunities created by affordable housing legislation.

The Area Plan project will ultimately require clear communication and coordination between CONTRACTOR's project managers and project leadership within Lassen County. CONTRACTOR has extensive recent, local, and applicable experience to assist the COUNTY in meeting key objectives and completing key components of the Area Plan, as highlighted in the Land Planning Best Practices graphic provided in the project proposal.

As illustrated in CONTRACTOR's organization chart, CONTRACTOR's management approach involves the leadership and oversight of key senior project managers to manage the efforts of a larger team of task managers for this multi-disciplined effort. This approach will provide continuity of the team structure over the term of this agreement.

A1.2 WORK PLAN

Upon selection, CONTRACTOR's team will attend a kick-off meeting with key COUNTY staff to make introductions and establish communications and review the scope of work and schedule. This meeting will also provide an opportunity to discuss available existing information, available GIS data, community outreach, and next steps. CONTRACTOR will utilize this task as an opportunity to work with COUNTY staff on a final work program and to clarify assumptions and expectations. This is a multi-disciplined effort involving planning, transportation, and environmental review. CONTRACTOR will work with COUNTY staff at this early stage so that the ultimate program, budget, and schedule reflect these expectations.

Following the kick-off meeting, key members of CONTRACTOR's team will conduct a field visit to key points within the area plan to expand CONTRACTOR's understanding of the area and surroundings. As requested, this task will culminate with the potential engagement of the Board of Supervisors' (BOS) appointed advisory committee, and consultation with appropriate governmental agencies, as appropriate.

- Deliverables: Final scope and updated schedule
- Meetings: Kick-off, Field Visit, BOS Advisory Committee

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A1.3 Project Management, Meetings, Coordination, and Administration

This project management task includes ongoing active project management activities such as project accounting, ongoing coordination and scheduling of meetings, preparation of meeting notes, coordination of subconsultants, and preparation of status reports and invoices essential to the execution of a successful project. CONTRACTOR will organize conference calls every other week during high-activity tasks requiring consistent coordination. These calls provide an opportunity to review tasks in progress, share information, and review key milestones and deliverables. CONTRACTOR's team will also communicate with the COUNTY by email and phone as needed throughout the project, independent from scheduled calls. Hours and effort are estimated in the budget based on experience with similar projects.

- Deliverables: Memos, meeting notes, written communications, schedule refinements.
- Meetings: Regularly scheduled phone conferences/check-ins (48)

A1.4 Community Engagement

CONTRACTOR will work with COUNTY staff to establish a project mailing and emailing list to publicize the plan update project, to make interested citizens aware of opportunities to participate in the plan update process, and to inform the public the draft plan update time. CONTRACTOR will conduct two workshops at Jenson Hall at the Lassen County Fairgrounds to introduce the project to the communities and to share preliminary results of the draft plan. CONTRACTOR will work with COUNTY staff to identify the best weekday evening or Saturday to hold the workshops. CONTRACTOR will prepare a draft postcard notice and flyer for the advertisement of the workshops and will, with COUNTY staff's approval, conduct a mailing to area residents and posting of the flyer at key community locations. CONTRACTOR will prepare copy for a radio advertisement for COUNTY staff's approval. In conjunction with COUNTY staff, CONTRACTOR will prepare a radio advertisement of the workshops for broadcast on 93JDX and 1240 KSUE radio. Print/on-line media will also be used to distribute information through the Sierra Daily News.

The first workshop would provide a summary of the current community plans and the COUNTY's current general plan as well as the recent County General Plan Safety Element to provide a baseline for discussion. CONTRACTOR will facilitate and record this workshop and will work with COUNTY staff to answer questions and solicit ideas that will inform the community planning process. The results of this workshop will be compiled into a summary memorandum.

The second workshop would be conducted after the COUNTY's review and approval of the Administrative Draft Community Plan and would be focused on the findings of CONTRACTOR's investigations and the resulting community plan elements. The feedback received in this session would provide the COUNTY and CONTRACTOR with any additional input to calibrate the plans to area residents' preferences and concerns. CONTRACTOR will facilitate and record this workshop.

The results of both workshops will be compiled into a scoping report that will serve as an appendix to the plan document.

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This Update will establish the foundation for a thriving and resilient community for generations to come.

A1.5 Background Report

CONTRACTOR will review the current general plan and area plans to identify sections that may be retained, if any. CONTRACTOR will assess the current planning boundaries for consistency with the plan's vision and goals and prepare a Background Report to present at a joint work session of the Lassen County Planning Commission (PC) and Lassen County Board of Supervisors. CONTRACTOR assumes up to two rounds of revisions will be addressed. The Background Report will contain the following components at a minimum:

- Introduction
- Evaluation of the existing documents
- Findings and recommendations

Deliverables: Background Report (digital format and up to three hard copies)

A1.6 Area Plan Update

CONTRACTOR will review the current area plans, including the Susanville Vicinity Area Plan, Johnsonville Area Plan, Richmond/Gold Run Area Plan, and the COUNTY's general plan. CONTRACTOR will then develop a comprehensive regional Area Plan Update by integrating long-term visioning collected through extensive community engagement, modifying and adding text to emphasize policies and programs that address priorities and concerns identified by the Board of Supervisors. The specific tasks are listed below.

A.1.6.1 Administrative Draft Area Plan Update

CONTRACTOR will prepare an administrative draft of the comprehensive regional Area Plan Update to align with the General Plan for review by COUNTY staff. This Update is considered a component of the General Plan and offers more detailed and specific policies and implementation measures. Comments received will be incorporated into the draft Area Plan Update. The Area Plan Update will contain the following components at a minimum:

- o **Introduction:** This section provides an overview of the Area Plan Update, including its purpose, scope, and the process used in its development.
- o **Land Use Element:** This section outlines the intended land uses within the planning area, including residential, commercial, industrial, and recreational zones. It includes policies and implementation for land development.
- o **Natural Resources Element:** This section addresses the conservation and management of natural resources such as water, air, soil, and biodiversity. It includes policies and implementation for resource protection, pollution control, and sustainable development practices.
- o **Agriculture Element:** This section focuses on preserving and promoting agricultural activities within the planning area. It includes policies and implementation to support farming practices, protect agricultural land, and

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- enhance agricultural productivity.
- **Wildlife Element:** This section addresses the conservation and management of wildlife habitats and species within the planning area. It includes policies and implementation for habitat preservation, wildlife corridors, and measures to minimize human-wildlife conflicts.
- **Open Space Element:** This section identifies and prioritizes areas for open space preservation and recreational use within the planning area. It includes policies and implementation for park development, trail systems, and creating green spaces for public enjoyment.
- **Circulation Element:** This section addresses transportation and circulation issues within the planning area, including road networks, public transit systems, and pedestrian/bicycle facilities. It includes policies and implementation to improve mobility, reduce traffic congestion, and enhance transportation infrastructure.

#### A.1.6.1.1 Circulation Plan

This section of the Area Plan will identify the existing and proposed street classifications, future facility needs, and highway connections to be integrated into the preferred land use concept. This task includes all subtasks to address both the Area Plan effort and environmental review process. The circulation plan will be prepared to position the COUNTY competitively for future grant funding opportunities associated with Complete Streets and Active Transportation programming.

Specific works tasks are summarized below.

- Evaluation of Existing Transportation System
  - Existing Inventory
  - Existing Volume Data Collection
  - Existing Intersection Operations
  - Existing Segment Operations
- Circulation Goals and Policies
  - Complete Streets Policies and Programs
  - Bicycle and Pedestrian Facilities
  - Traffic Safety
- Growth Forecast
  - Based on General Plan or other publicly available information
  - Evaluation Buildout Transportation System
  - Regional Proposed Improvements
  - Buildout Conditions
  - Buildout Intersection Operations
  - Buildout Segment Operations
  - Opinions of Probable Costs
- Circulation Plan Report

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[v.20210505]

AGREEMENT BETWEEN LASSEN COUNTY AND  
KIMLEY-HORN AND ASSOCIATES, INC.

- o Vehicle Miles Travelled (VMT) Analysis
  - VMT Analysis Project Management and Meetings
  - SB 743 Analysis
  - VMT Mitigation
  - VMT Analysis Documentation and Reporting

- o **Safety and Seismic Safety Element:** This section focuses on making certain public safety and resilience to natural disasters such as earthquakes. It includes policies and implementation for emergency preparedness, building codes, and infrastructure resilience measures.

- o **Exhibits, images, and tables**

Deliverables: Administrative Community Plan (digital format)

**A1.6.2 Draft Area Plan Update**

CONTRACTOR will prepare a draft of the Area Plan Update based on the comments received from COUNTY staff and share it with the Lassen County Planning Commission and Board of Supervisors at the joint work sessions.

Deliverables: Draft Community Plan (digital format and up to three hard copies)

**A1.6.3 Final Area Plan Update**

CONTRACTOR will prepare a final Area Plan Update based on the feedback received from the joint work sessions and staff.

Deliverables: Final Area Plan Update (digital format and up to three hard copies)

**A1.6.4 Area Plan Update Exhibits**

CONTRACTOR will recreate the exhibits for the Susanville Vicinity, Johnsonville, Richmond/Gold Run Area Plans, and COUNTY-identified communities, such as Lake Forest. The Area Plan Update exhibits will contain the following components at a minimum:

- Planning Area
- Flood Prone Areas
- Fire Protection
- Noise
- Surface Geology
- Hydrology
- General Vegetation
- Deer Habitat Sensitivity
- Cultural Resources Sensitivity
- Public Lands

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- Agricultural Soils
- Scenic Resources
- Archeology
- Wildlife Areas
- Existing Land Use
- Land Use Map
- Land Use Detail
- Circulation
- Estate Residential Block Detail

A1.7 Environmental Impact Report

As the Area Plan will contain specific policies for the land use program addressing environmental concerns, CONTRACTOR anticipates that a Program EIR will be the appropriate environmental compliance document for the Area Plan. As many of the resulting policies are anticipated to be focused on environmental protection, CONTRACTOR will make the Area Plan as self-mitigating as possible. CONTRACTOR will prepare drafts of required CEQA notices; prepare specific technical studies as identified in this scope of work; prepare an Administrative Draft, Draft, and Final EIR; prepare the Mitigation Monitoring and Reporting Program (MMRP); prepare the Statement of Facts and Findings; and prepare the Statement of Overriding Considerations, if necessary.

Specific tasks, technical studies, and deliverables would include:

**Notice of Preparation (NOP)**

CONTRACTOR will prepare a NOP for review and approval by the COUNTY. CONTRACTOR assumes that posting in the local newspaper and any radius mailing will be provided by the COUNTY. Comments received in response to the NOP will be evaluated during preparation of the EIR.

**Public Scoping Meeting (virtual or in Lassen County)**

The appropriate members of the CONTRACTOR team will participate in a public scoping meeting during the 30-day NOP period. CONTRACTOR will develop the presentation materials and information.

**Administrative Draft EIR (ADEIR)**

- Executive Summary, Introduction, and Project Description
- Aesthetics (including potential visual impacts and changes as seen from public viewpoints)
- Agricultural Resources (particularly for potential conversion of existing agricultural lands)
- Air Quality (including updated emissions modeling based on land use and circulation)
- Biological Resources (based on updated database inventories and other available data)
- Cultural/Tribal Cultural Resources (based on updated database inventories and other available data)
- Geology and Soils (including seismic and geologic risks)
- Greenhouse Gas Emissions (based on modeling related to transportation and VMT)
- Hazards and Hazardous Materials (program level information based on new database searches)
- Hydrology and Water Quality (including groundwater supply and recharge and current floodplain data)
- Land Use, Planning, Population, and Housing (including the potential for displacement and/or beneficial impacts from providing additional housing)

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- Noise (from predicted changes in mobile and stationary sources relative to sensitive receptors)
- Public Services and Recreation (including impacts to and demand for public safety, schools, and parks)
- Transportation (including a VMT analysis of the updated plan for CEQA purposes, and analysis of network operations)
- Utilities and Service Systems (evaluating water supply, system capacities, and the potential construction effects if any expanded facilities are needed)
- Cumulative Effects (based on buildout of the Area Plan)
- Alternatives Analysis (based on alternative scenarios considered in the planning process that reduce or eliminate one or more significant effects)
- Mandatory CEQA Evaluations

**Draft EIR (incorporating County review comments, Screencheck, and public review draft)**

CONTRACTOR will respond to the COUNTY review of the ADEIR and will prepare the Public Review Draft EIR. This subtask includes preparation of an electronic Screencheck EIR prior to publication of the Public Review Draft EIR.

CONTRACTOR will prepare the Notice of Completion (NOC) and Notice of Availability (NOA) for delivery to the State Clearinghouse. It is assumed that the COUNTY will be responsible for public posting of the NOA (e.g., newspaper).

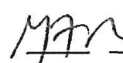

**Final EIR (including written responses to comments received, EIR Errata, and MMRP)**

CONTRACTOR will meet and/or coordinate with COUNTY staff to review written comments on the Public Review Draft EIR; comments from public meetings/hearings (if applicable); and develop a strategy and framework for responding to comments. Given the fact that CONTRACTOR does not know how many comment letters and public hearing comments will be received, CONTRACTOR has included an initial estimate of time in the project budget. Once all comments are received, CONTRACTOR will review and discuss any modifications to the budget estimate with COUNTY staff. The budget provided for responses to comments on the Draft EIR is based on CONTRACTOR's experience with EIRs for similar projects.

This estimate represents the total number of hours (100) CONTRACTOR anticipates in preparing responses and is not based on a fixed number of comments or responses. CONTRACTOR has budgeted conservatively, given the potential scrutiny involved with the proposed project. Should the level of comments and response exceed CONTRACTOR's estimate, CONTRACTOR will complete the responses on a time and materials basis based upon a not to exceed amount agreed to by the COUNTY.

To comply with the Public Resources Code §21081.6, CONTRACTOR will prepare a Mitigation Monitoring and Reporting Program to be defined through working with COUNTY staff to identify appropriate monitoring steps/procedures and in order to provide a basis for monitoring such measures during and upon project implementation. The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the Mitigation Monitoring and Reporting Program for the proposed project.

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 County Initials
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Contractor Initials 

**Findings and Overriding Considerations (prepared in consultation with COUNTY staff for any significant unavoidable impacts identified)**

CONTRACTOR will provide administrative assistance to facilitate the CEQA process including the preparation of the Statement of Overriding Considerations and Findings for COUNTY use in the project review process. CONTRACTOR will prepare the Findings in accordance with the provisions of §15091 and §15093 of the State CEQA Guidelines and in a form specified by the COUNTY. CONTRACTOR will submit the Draft Findings for COUNTY review and will respond to one (1) consolidated set of COUNTY/applicant comments.

Deliverables: NOP, Administrative Draft, Draft, Screencheck, and Final EIRs with supporting documents

Meetings: EIR Scoping Meeting, staff level meetings during EIR preparation (30)

**A1.8 ZONING CODE UPDATE**

CONTRACTOR will provide a zoning code update to develop necessary updates to Title 18 (Zoning) of the Lassen County Code, as a result of the COUNTY's Area Plan Update Project. The following scope of work addresses the zoning code work program, which would be completed in concert with the Area Plan Update Project.


**A1.8.1 SCOPE OF WORK**

**Title 18 (Zoning) Update**

CONTRACTOR will review Title 18 (Zoning) of the Lassen County Code and collaborate with the COUNTY to ensure consistency with the results of the Area Plan Update Project. The Chapters that may need updating include, but are not limited to the following:

- Chapter 18.08 Designation of Districts
- Chapter 18.10 Establishment of Districts/Maps
- Chapter 18.14 Definitions
- Chapter 18.22 R-1 Single-Family Residential District
- Chapter 18.28 C-H Highway Commercial District
- Chapter 18.30 C-L Local Convenience Commercial District
- Chapter 18.32 C-G General Commercial District
- Chapter 18.33 C-R Commercial-Residential District
- Chapter 18.36 C-1 Retail Business District
- Chapter 18.38 C-2 General Commercial District
- Chapter 18.39 B-P Business Park
- Chapter 18.104 Parking Regulations
- Chapter 18.108 Special Provisions

This effort will not be a comprehensive code update; only sections impacted by the Area Plan Update will be revised. These sections may include zoning classifications, zoning regulations for density and intensity, types of uses, and development standards.

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AGREEMENT BETWEEN LASSEN COUNTY AND  
KIMLEY-HORN AND ASSOCIATES, INC.

A1.9 Public Hearings and Approvals

During and following public review of the Area Plan and EIR, CONTRACTOR will coordinate with COUNTY staff to prepare and present materials related to the Community Plan and related EIR before the Planning Commission and Board of Supervisors. This process may take several meetings and hearings.

Deliverables: Presentation materials

Meetings: Up to six (6) meetings/hearings before the Planning Commission and Board of Supervisors

A1.10 Timeline

Typically, projects similar to the Regional Area Plan Update and EIR encompass unique, highly controversial issues that require careful consideration and assessment in order to present the information in a legally defensible manner. The schedule can only be maintained if each event is accomplished without additional delays, such as the discovery of an issue or concern that warrants additional work, changes to the project made by the project applicant, or significant public controversy.

CONTRACTOR's team has provided the following CEQA process schedule that outlines timeframes necessary to complete and certify the EIR within an approximate 24-month timeframe. The schedule represents an accelerated work plan with delivery of a Final EIR to the Board of Supervisors by August 2026. The ability to achieve this schedule is predicated upon CONTRACTOR receiving the COUNTY's notice to proceed by August 1, 2024 and CONTRACTOR's assumptions in accordance with the timeframe noted in the schedule in the following section.

A1.11 Schedule:

See next page for Schedule A1.11.

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Table B.3.2

		COUNTY OF LASSEN Area Plan Update and EIR Services Kimley-Horn and Associates, Inc.							TOTAL	TOTAL	
Category/Title		Sr. Professional II	Sr. Professional I	Sr. Professional II	Professional	Analyst II	Analyst I	Project Support	HOURS	COST	
Billing Rate		\$340	\$300	\$240	\$210	\$180	\$155	\$145	\$120		
<b>Task 1</b>	<b>Kick-Off Meeting, Scope Refinement, and Field Visit</b>	36	36	36	8		8	8	18	150	\$37,920
1.1	Kickoff Meeting	12	12	12						36	\$10,560
1.2	Scope Refinement/Schedule	4	4	4				2		14	\$3,760
1.3	Field Visit	8	8	8			8	8		40	\$9,440
1.4	Initial Board of Supervisors Advisory Committee Meetings	12	12	12	8				16	60	\$14,160
<b>Task 2</b>	<b>Project Management, Meetings, Coordination, and Administration</b>	56	204				30	15	60	365	\$94,265
2.1	Project Management	40	80							120	\$37,600
2.2	Project Administration		20					20		40	\$8,400
2.3	Project Progress Meetings	16	80				20	15		131	\$34,715
2.4	Subconsultant Management		24				10		40	74	\$13,550
<b>Task 3</b>	<b>Community Engagement</b>	112	16	68	56			144		396	\$91,840
3.1	Develop Community Engagement Plan	16	8	8				24		56	\$13,240
3.2	Community Outreach Materials	16		8	8			60		92	\$17,740
3.3	Conduct Community Meetings	60		40	40			40		180	\$44,200
3.4	Report Community Engagement Efforts	20	8	12	8			20		68	\$16,660
<b>Task 4</b>	<b>Background Report</b>	4		45						49	\$12,160
4.1	Preparation of Background Report	4		45						49	\$12,160
<b>Task 5</b>	<b>Area Plan Update</b>	80	40	286	200	100		270	80	1,056	\$216,590
5.1	Administrative Draft Area Plan Update	20		120	50			80		270	\$57,700
5.1.1	Circulation Plan	20	40	60	80	100		110	16	426	\$85,870
5.2	Draft Area Plan Update	10		50	40			60	16	176	\$34,420

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
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AGREEMENT BETWEEN LASSEN COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC.

Kimley-Horn and Associates, Inc.										TOTAL	TOTAL
Category/Title	Billing Rate	Sr. Professional I II	Sr. Professional I I	Sr. Professional I I	Professional	Analyst II	Analyst II	Analyst I	Project Support	HOURS	COST
		\$340	\$300	\$240	\$210	\$180	\$155	\$145	\$120		
5.3	Final Area Plan Update	4		20	10			20	16	70	\$13,080
5.4	Joint Work Sessions (Up to 3)	6		6					16	28	\$5,400
5.5	Virtual Team Meetings (Up to 10) and Coordination	20		30	20				16	86	\$20,120
Task 6	Environmental Impact Report	18	140	55	162	324	260	238	104	1,301	\$240,950
6.1	Notice of Preparation and Public Scoping Meeting		16				40			56	\$11,000
6.2	Administrative Draft EIR	8	24			60	120	160	40	412	\$67,320
6.3	Air Quality Assessment		18		32	40		24		114	\$22,800
6.4	Biological Resources		2			16			16	34	\$5,400
6.5	Cultural Resources		2	55	58				16	131	\$27,900
6.6	Energy/Greenhouse Gases		18		32	40		24		114	\$22,800
6.7	Noise		18		40	48		30		136	\$26,790
6.8	Water Supply Assessment		8			10				18	\$4,200
6.9	Draft EIR	6	16			40	40		16	118	\$22,160
6.1	Final EIR	4	10			70	20		16	120	\$21,980
6.11	CEQA Findings		8				40			48	\$8,600
Task 7	Public Hearings and Approvals	40	40		40				16	136	\$35,920
7.1	Planning Commission, Board of Supervisors, and Materials	40	40		40				16	136	\$35,920
<b>TOTAL HOURS</b>		<b>346</b>	<b>476</b>	<b>490</b>	<b>466</b>	<b>424</b>	<b>298</b>	<b>675</b>	<b>278</b>	<b>3,453</b>	
<b>Subtotal Labor:</b>		<b>\$117,640</b>	<b>\$142,800</b>	<b>\$117,600</b>	<b>\$97,860</b>	<b>\$76,320</b>	<b>\$46,190</b>	<b>\$97,875</b>	<b>\$33,360</b>		<b>\$729,645</b>
<b>Other Direct Costs</b>											<b>\$143,600</b>
Travel/Mileage											\$12,000
Outside Printing/Mailing/Translations											\$10,000
Overnight Delivery/Fed Ex/Courier Services											\$600
Traffic Data Collection											\$15,000
Subconsultant - SHN Engineering (EIR Preparation)											\$40,000
Subconsultant - Gallaway Enterprises (Biological Resources)											\$19,000
Subconsultant - Zanjero (Water Supply)											\$47,000
<b>TOTAL COST:</b>											<b>\$873,245</b>

END OF ATTACHMENT "B"

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AGREEMENT BETWEEN LASSEN COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC.



**ATTACHMENT C  
AGREEMENT BETWEEN LASSEN COUNTY  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.**

**ADDITIONAL PROVISIONS**

None

**END OF ATTACHMENT "C"**

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AGREEMENT BETWEEN LASSEN COUNTY AND  
KIMLEY-HORN AND ASSOCIATES, INC.

**ATTACHMENT D**  
**GENERAL PROVISIONS**

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

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

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

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

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

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

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

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

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

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

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

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

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

**D.5 INSURANCE.**

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

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

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

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

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

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

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

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

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

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

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

Maurice L. Anderson, Director  
707 Nevada Street, Suite 5  
Susanville, CA 96130

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

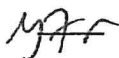
D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain 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.

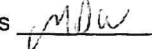
D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition 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 to the extent arising from any negligent act, error, omission of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent passive negligent act, error or omission, of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from

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a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole or active 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 conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

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

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

**D.13 TERMINATION.**

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

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

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed Eight hundred seventy-three thousand two hundred forty-five and no/100 Dollars (\$873,245). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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the terms and conditions of this Agreement.

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

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

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

**D.34 CONFLICT OF INTEREST.**

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

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

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

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

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

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

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

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

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

If to "COUNTY":

Maurice L. Anderson, Director  
707 Nevada Street, Suite 5  
Susanville, CA 96130

If to "CONTRACTOR":

Matthew D. Weir, Vice President  
555 Capitol Mall, Suite 300  
Sacramento, CA 95814

**END OF ATTACHMENT "D".**

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**ATTACHMENT E**

**NO THIRD-PARTY BENEFICIARIES**

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

**END OF ATTACHMENT "E"**

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