



County of Lassen
Department of Planning and Building Services

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

August 31, 2018

Maurice L. Anderson, Director
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Susanville, CA 96130-3912
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TO: Board of Supervisors
Agenda Date: September 11, 2018

Zoning & Building
Inspection Requests
Phone: 530 257-5263

FROM: Maurice L. Anderson, Director *MM fol:*

SUBJECT: Proposal to Update the Housing Element of the Lassen County General Plan for the 2019-2024 Cycle

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. Consider approval of the attached draft contract with Michael Baker International, Inc. to update the Housing Element for the 2019-2024 cycle in the amount of \$48,115.

SUMMARY

On April 10, 2018, the Lassen County Department of Planning and Building Services (Department) began the circulation of a request for proposal (RFP) to update the Housing Element of the General Plan for the 2019-2024 planning period (previously, the Department had sent the RFP directly to 13 consultants on April 6, 2018). The RFP also was published in the Lassen County Times on April 10, and April 17, 2018. The submittal deadline to respond to the RFP was May 10, 2018, at 4:00 pm and one proposal was received, from Michael Baker International, Inc., in the amount of \$48,115.

The Department has reviewed said proposal and agreed that it meets the requirements detailed in the RFP. Thus, the Department is recommending that the Board of Supervisors approve said proposal. Attached with this letter is the draft contract which Michael Baker International, Inc. and County Counsel have both signed.

Government Code Section 65588(e)(3)(B) requires that Lassen County update its sixth cycle of the Housing Element by June 30, 2019 (Government Code Section 65302(c) requires that the general plan include a housing element). However, the California Department of Housing and Community Development has granted a 60-day extension so that the proposed update of the Housing Element must be completed by August 30, 2019, instead of the June 30, 2019, date. The timeline in the draft contract requires that Michael Baker International, Inc. complete the Housing Element update by August 30, 2019.

FISCAL IMPACT

The Department proposes to use funds from the County's geothermal fund to cover the entire cost of updating the Housing Element. Five years ago, the County used the above funds to pay for the last update to the Housing 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.

The Lassen County Auditor has requested that County Counsel find whether said geothermal fund can be used to update the Housing Element. County Counsel has determined that so long as "there is no new geothermal development and substantial planning, maintenance, and environmental mitigation of geothermal development have been achieved" as described above, the County may legitimately use said geothermal fund to update the housing element. County Counsel will provide a letter stating as such prior to this Board meeting.

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*. Lassen County is ready to process a geothermal proposal, should one be submitted. Furthermore, Public Resources Code Section 3823(b) allows that revenues disbursed under the "Geothermal Resources Development Account" above 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." The update to the Housing Element falls under the above category.

MLA:smr

Enclosures: Draft contract signed by Michael Baker International, Inc. and County Counsel
Public Resources Code Sections 3820-3827

AGREEMENT BETWEEN LASSEN COUNTY

AND

MICHAEL BAKER INTERNATIONAL, INC.

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and MICHAEL BAKER INTERNATIONAL, INC. a Pennsylvania corporation, with a principal place of business at 2729 Prospect Park Drive, Suite 220, Rancho Cordova CA 95670, (hereinafter "CONTRACTOR").

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

WHEREAS COUNTY has need for services to provide an update to Lassen County's Housing Element for the 2019-2024 cycle; 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:

4.1 Pay the CONTRACTOR on the terms agreed upon herein in writing, provided

____ County Initials

Page 1

Contractor Initials Pj

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. Jennifer Gastelum, Project Director, 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

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

CONTRACTOR
Michael Baker International, Inc.

Dated: August 23, 2018

By: Paul Junker
~~David Schaarsmith~~ Paul Junker, Associate
Vice President

COUNTY
County of Lassen

Dated: _____

By: _____
Chris Gallagher
Chairman of the Board of Supervisors

Approved as to form:

By: Robert M. Burns 8-17-18
Lassen County Counsel

County Initials

Page 3

Contractor Initials MB

AGREEMENT BETWEEN LASSEN COUNTY AND
MICHAEL BAKER INTERNATIONAL, INC.

**ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY AND
MICHAEL BAKER INTERNATIONAL, INC.
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 Task 1. Project Initiation and Assessment

A.1.1.1 *Task 1.1. Project Kickoff and Project Management*

CONTRACTOR will communicate with County staff via phone and email as needed throughout the project. CONTRACTOR will also prepare for and attend a kickoff conference call to exchange information and initiate work on the Housing Element update. On the project kickoff call, CONTRACTOR will:

- Review the scope of work and schedule.
- Review Housing Element legal requirements.
- Provide a list of data needs.

Task 1.1 Deliverables: Kickoff meeting agenda and data needs list (electronic copy in PDF); agendas for subsequent calls with staff (electronic copies in PDF).

A.1.1.2 *Task 1.2. Evaluate Existing Housing Programs*

CONTRACTOR will work closely with the County to determine the status, effectiveness, and appropriateness of the 2014–2019 Housing Element programs. CONTRACTOR will gather and document all available information regarding specific accomplishments. In addition to reviewing the Housing Plan chapter of the 2014–2019 Housing Element for results achieved, CONTRACTOR will evaluate the programs for compliance with state housing laws and will identify and document any omissions or deficiencies. Findings from the evaluation will be detailed in a table to be included in the draft Housing Element and used as a basis for program revisions for the new planning period.

Task 1.2 Deliverables: Review of the housing programs will be a section in the administrative draft Housing Element.

A.1.1.3 *Task 1.3. Document Review*

CONTRACTOR will review documents relevant to the Housing Element

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Page 4

Contractor Initials MB

update, including but not limited to the following:

- 2014–2019 Housing Element
- Housing Element Annual Progress Reports (if available)
- Previous communications with HCD
- General Plan and Environmental Impact Report
- County Code

A.1.2 Task 2. Housing Element Preparation

A.1.2.1 Task 2.1. Needs Analysis

CONTRACTOR will update the needs analysis pursuant to Government Code Section 65583 with data from the 2010 US Census, American Community Survey, and other relevant sources. The updated needs analysis will include the following:

- Population and demographics: population trends and projections, race and ethnicity, and population age
- Household characteristics: number, size, and type of existing households, and characteristics of lower-income households (including extremely low)
- Employment and income: employment by industry, occupation of employed residents, and income trends
- Housing stock characteristics: housing types and conditions, overcrowded households, and vacancy rates
- Housing costs and affordability: home sale price trends, rental costs, affordability for households at all income levels, and overpayment
- Special housing needs: special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, and female-headed households
- At-risk housing: inventory and analysis of existing affordable units at risk of converting to market rate during the planning period
- Opportunities for energy conservation: pursuant to Senate Bill 375 and Assembly Bill 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development

A.1.2.2 Task 2.2. Housing Resources and Opportunities

CONTRACTOR will work closely with County staff to identify physical, programmatic, and financial resources available to meet housing needs. The analysis will include the RHNA analysis, updated housing sites inventory, financial resources, and regulatory incentives for housing.

Sites Inventory and RHNA Analysis: HCD has not yet released the Lassen County RHNA for the 2019–2024 RHNA cycle. However, County staff expects changes to the RHNA for the unincorporated county from the previous cycle to be minimal due in part to the fact that Lassen County's population has decreased since the last cycle. Once the RHNA is available, CONTRACTOR will work with the County to ensure there are sufficient sites to meet the RHNA. CONTRACTOR will prepare an inventory, map, and analysis clearly illustrating Lassen County's capacity to accommodate the new RHNA. This task will include all analysis needed to comply with recent updates to state housing law.

Financial and Programmatic Resources: CONTRACTOR will update financial and programmatic resources available for affordable housing programs, including Lassen County and state funding programs, as well as private sector resources. CONTRACTOR will assess current and potential housing programs to recommend future programs that will support the County's housing objectives.

A.1.2.3 Task 2.3. Housing Constraints

CONTRACTOR will update the analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs (pursuant to Government Code Section 65583(a)(4, 5)), including land use controls, fees and exactions, permit processing procedures, and building codes and code enforcement, as well as land and construction costs, and the availability of financing. CONTRACTOR will identify potential programs and strategies to reduce or remove identified constraints. This task will include all analysis needed to comply with recent updates to state housing law.

A.1.2.4 Task 2.4. Housing Goals, Policies, Programs, and Quantified Objectives

CONTRACTOR will work with County staff to update goals, policies, programs, and quantified objectives (pursuant to Government Code Section 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- All new state requirements since adoption of the existing housing element
- Consistency and compliance with the rest of the County General Plan elements and community goals
- Development controls and regulatory incentives
- Working to provide housing opportunities for all county residents
- Fair housing programs

- Sources of affordable housing funding
- Preserving and improving existing affordable housing
- Facilitating development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair share allocation
- Mitigating any governmental constraints to providing and improving housing

Task 2 Deliverables: Updated needs assessment, constraints analysis, inventory of housing resources and sites, and housing programs and quantified objectives to be incorporated into the administrative draft Housing Element.

A.1.3 Task 3. Prepare and Finalize Housing Element

A.1.3.1 Task 3.1. Administrative Draft Housing Element

CONTRACTOR will incorporate the components described in Task 2 into a comprehensive, formatted administrative draft Housing Element, which will be submitted to County staff for review. The administrative draft will be submitted to the County for review within 90 days of the kickoff meeting with County staff. Any outstanding data from the County will be included in the draft Housing Element during County staff's review. CONTRACTOR requests that CONTRACTOR receive one consolidated set of County comments on the administrative draft.

Task 3.1 Deliverables: Three (3) reproducible copies and one electronic copy (in MS Word and PDF) of the administrative draft Housing Element.

A.1.3.2 Task 3.2. Public Review Draft Housing Element

CONTRACTOR will address staff comments on the administrative draft and prepare a public draft Housing Element. CONTRACTOR will incorporate comments and revisions from County staff's review of the administrative draft, as directed, prior to issuing the draft for public and decision-maker review and submittal of the draft to HCD.

Task 3.2 Deliverables: Three (3) reproducible copies and one electronic copy (in MS Word and PDF) of the public draft Housing Element; one (1) hard copy will be submitted to HCD for their 60-day review.

A.1.3.3 Task 3.3. Community, Planning Commission, and Board of Supervisors Meetings

CONTRACTOR will assist with facilitation of the Housing Element community outreach program consistent with state and federal laws to solicit input from all segments of the community, including housing development professionals, residents, businesses, service groups, youth,

seniors, and various stakeholders.

CONTRACTOR will prepare for and attend six meetings in communities in the county (Doyle, Janesville, Standish, Susanville, Westwood, and Bieber). A presentation on the public draft and Housing Element requirements will be given at the meetings. The meetings will occur before the public draft is submitted to HCD for review. All comments received during the public review period will be included in the final draft. This scope of work and cost estimate assume all the community meetings will occur during the same week/visit.

CONTRACTOR will prepare for and attend one Planning Commission and one Board of Supervisors hearing to present the Housing Element, obtain feedback, and respond to questions. Our attendance could be at the time the public draft Housing Element is presented or during the Housing Element adoption hearings. CONTRACTOR is available to attend additional public hearings, if desired. A cost per meeting is provided along with the project budget.

This scope and budget assume that County staff will publish required hearing notices and prepare staff reports for all Planning Commission and Board of Supervisors meetings.

Task 3.3 Deliverables: Prepare for and attend six (6) community meetings; prepare for and attend one (1) Planning Commission hearing and one (1) Board of Supervisors hearing; prepare a workshop notice and meeting materials, including a presentation.

A.1.3.4 *Task 3.4. Final Housing Element*

CONTRACTOR will prepare a final Housing Element that incorporates any changes to the public draft from the Planning Commission (if applicable) and the Board of Supervisors (if applicable), County staff, and HCD. CONTRACTOR will work closely with County staff to meet all HCD deadlines and requirements. CONTRACTOR will prepare the final Housing Element in sufficient time for the Board of Supervisors to hold an adoption hearing in order to meet the August 30, 2019, HCD deadline for adoption.

Task 3.4 Deliverables: Fifteen (15) bound black and white hard copies and an electronic copy (in MS Word and PDF) of the final Housing Element; one (1) hard copy of the adopted Housing Element for submittal to HCD for their 90-day certification review.

A.1.3.5 *Task 3.5. State Certification*

CONTRACTOR maintains strong working relationships with HCD reviewers, and because our office is located in proximity to the HCD office, staff is able and willing to meet with HCD staff as needed. Our staff is very familiar with the HCD review processes and committed to working with the County and

HCD to achieve Housing Element certification. CONTRACTOR will serve as the County's liaison to HCD. This service will include:

- Submittal of the draft Housing Element to HCD along with a submittal letter and completed review checklist for the 60-day review.
- Conference calls with HCD staff and County staff to answer questions and address any issues.
- Submittal of the adopted Housing Element to HCD for final 90-day review and certification.

Task 3.5 Deliverables: Two submittals to HCD including cover letters, the review checklist, and printed copies of the Housing Element with highlighted changes and additions; emails and memorandums to address HCD questions and comments, as needed; memos with proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in a strikethrough format for review and approval by County staff.

A.1.4 Task 4. Environmental Review

A.1.4.1 *Task 4.1. Project Initiation*

CONTRACTOR proposes to prepare an Initial Study/Negative Declaration (IS/ND) for the purpose of evaluating the Housing Element under CEQA. The County's General Plan (last updated in 2000) is sufficiently dated to preclude the option of preparing an addendum to the General Plan EIR to analyze the Housing Element. CONTRACTOR will prepare the IS/ND in parallel with the public review draft Housing Element, finalizing the administrative draft IS/ND once the public review draft is authorized for submittal to HCD for their 60-day review.

A.1.4.2 *Task 4.2. Draft Initial Study/Negative Declaration*

CONTRACTOR will prepare a draft IS/ND using the Environmental Checklist Form in Appendix G of the CEQA Guidelines and the County's format for an IS/ND (if desired by the County). The IS/ND will consist of a project description, CEQA environmental checklist, discussion of environmental issues, and references. The project description will summarize the proposed Housing Element amendments and areas of the county affected by specific programs that may have significant impacts. It will also include general location maps showing the areas of the county affected by those proposed programs.

The budget for the IS/ND assumes that CONTRACTOR can use data from readily available sources (e.g., previously prepared IS/ND, the County's GIS, General Plan, engineering reports, master plans, and previous technical studies).

A.1.4.3 Task 4.3. Public Draft Initial Study/Negative Declaration

This scope assumes a single set of comments from the County. CONTRACTOR will revise the IS/ND based on County staff comments and submit the revised document to the County for public circulation.

A.1.4.4 Task 4.4. Final Initial Study/Negative Declaration

Following the 30-day review period, CONTRACTOR will prepare a final IS/ND that consists of written public and agency comments received on the IS/ND, responses to those comments, and errata of any changes to the IS/ND. The final environmental document will be approved concurrently with the final Housing Element.

Task 4 Deliverables: One (1) electronic copy of the draft IS/ND in Microsoft Word and Adobe PDF format for County staff review and comment; one (1) electronic copy of the public review draft IS/ND in Microsoft Word and Adobe PDF format; one (1) electronic copy of the final IS/ND in PDF format.

A.1.5 Task 5. Analysis of Disadvantaged Unincorporated Communities (Senate Bill 244)

A.1.5.1 Task 5.1. Initial Analysis to Determine Disadvantaged Communities

SB 244 defines an unincorporated disadvantaged community as a place that contains ten or more dwelling units in close proximity to one another; is either within a city sphere of influence, is an island within a city boundary, or is geographically isolated and has existed for more than 50 years; and has a median household income that is 80 percent or less of the statewide median household income.

CONTRACTOR will complete an initial review to determine whether any disadvantaged communities exist in the unincorporated county that meet the requirements of SB 244. CONTRACTOR will use the SB 244 analysis prepared during the 2014–2019 Housing Element update process as a starting point.

Task 5.1 Deliverables: CONTRACTOR will conduct an analysis to address the requirements of SB 244. Following preliminary analysis, County staff will make final recommendations to CONTRACTOR on the list of DUCs to fully analyze (if any are identified).

A.1.5.2 Task 5.2. Complete Analysis of Identified Disadvantaged Communities

Based on CONTRACTOR'S initial review, additional analysis may need to be completed. If such analysis is necessary, CONTRACTOR will complete the following:

- Identify any disadvantaged unincorporated communities (DUCs), and prepare a map identifying any such areas.
- Review water, wastewater, stormwater drainage, and structural fire protection needs in unincorporated communities with ten or more dwellings, and analyze financing mechanisms that could feasibly be used to extend services to those communities.
- Identify options associated with the use of benefit assessment districts or other financing alternatives that could make the extension of services to these communities financially feasible.
- Work with County staff to determine whether the County is in the process of or will in the near future lose any territory to annexation by Susanville that could be impacted by SB 244.
- Work with the County to determine whether any local developers may be impacted by the annexation piece in this bill. Should this be the case, CONTRACTOR will notify the identified developers.

CONTRACTOR will conduct an analysis to address the requirements of SB 244 and prepare a memo for County staff to present at a public hearing to address the requirements.

Task 5.2 Deliverables: CONTRACTOR will prepare a memo analyzing whether the identified DUCs are underserved by infrastructure or services. If the SB 244 analysis determines there are underserved disadvantaged communities in unincorporated Lassen County, an amendment to the General Plan Land Use Element or other relevant elements would be necessary to comply with SB 244.

A.1.5.3 *Task 5.3. Amendment of the Land Use Element*

Once CONTRACTOR has completed the analysis in Task 5.2, CONTRACTOR will either (1) determine that an amendment to the Land Use Element is required or (2) conclude that no targeted SB 244 Land Use Element amendments would be necessary.

If it is determined that an amendment is required, CONTRACTOR will work with County staff to prepare policies to be included in the Land Use Element or other applicable General Plan elements and will provide suggested funding sources to address the identified service or infrastructure deficiencies identified.

Task 5.3 Deliverables: If needed, CONTRACTOR will prepare a memo containing policies to amend the Land Use Element or other applicable General Plan elements as well as potential funding sources to address the needs identified in the Task 5.3 memo to address the requirements of SB 244.

A.2 Schedule

CONTRACTOR assumes the project would begin in August 2018. It is anticipated that the updated Lassen County Housing Element will be adopted by August 30, 2019 or sooner and certified 90 days thereafter. August 30, 2019 is the HCD deadline for adoption of the housing element.

Time Frame	Task
2018	
August	Project initiation
August–September	Document review
September–October	Evaluate existing housing programs
August–November	Prepare Housing Element components
November	Administrative draft Housing Element
October or November	Six community meetings
December	Public draft Housing Element
December–January	Planning Commission/Board of Supervisors hearing – approval to submit draft to HCD
2019	
January	Submit draft to HCD (60-day review)
February–March	Conference call with HCD prior to receiving a letter to address any questions or issues; County receives a “conditional compliance” letter from HCD
February–March	Environmental document
April	Final Housing Element
May–June	Planning Commission and Board of Supervisors hearings for Housing Element adoption
June–July	Submit final adopted Housing Element to HCD – review and certification (up to 90 days)

END OF ATTACHMENT “A”

ATTACHMENT B
AGREEMENT BETWEEN LASSEN COUNTY AND
MICHAEL BAKER INTERNATIONAL, INC.
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 Total CONTRACTOR Price

CONTRACTOR shall be paid up to \$48,115 for completion of tasks completed pursuant to Attachment A.

B.2 Payment

B.2.1 Costs by Tasks

Task	Total Hours	Cost
A.1.1. Task 1. Project Initiation and Assessment		
A.1.1.1. Task 1.1 Project Kickoff and Project Management	10	\$1,180
A.1.1.2. Task 1.2 Evaluate Existing Housing Programs	15	\$1,535
A.1.1.3. Task 1.3 Document Review	7	\$625
A.1.2. Task 2. Housing Element Preparation		
A.1.2.1. Task 2.1 Needs Analysis	46	\$3,285
A.1.2.2. Task 2.2 Housing Resources and Opportunities	25	\$3,085
A.1.2.3. Task 2.3 Housing Constraints	35	\$3,080
A.1.2.4. Task 2.4 Housing Goals, Policies, Programs, and Quantified Objectives	17	\$2,125
A.1.3. Task 3. Prepare and Finalize Housing Element		
A.1.3.1. Task 3.1 Administrative Draft	39	\$3,385
A.1.3.2. Task 3.2 Public Review Draft	22	\$1,880
A.1.3.3. Task 3.3 Community Meetings and Public Hearings	90	\$10,930
A.1.3.4. Task 3.4 Final Housing Element	15	\$1,205
A.1.3.5. Task 3.5 State Certification	21	\$2,825
A.1.4. Task 4. Environmental Review		
A.1.4.1. Task 4.1 Project Initiation	3	\$395
A.1.4.2. Task 4.2 Draft IS/ND	31	\$3,420
A.1.4.3. Task 4.3 Public Draft IS/ND	9	\$1,010
A.1.4.4. Task 4.4 Final IS/ND	5	\$570
A.1.5. SB 244 Analysis		
A.1.5.1. Task 5.1 Initial Analysis to Determine Disadvantaged Communities	9	\$1,055
A.1.5.2. Task 5.2 Complete Analysis of Identified Disadvantaged Communities	22	\$2,340
A.1.5.3. Task 5.3 Amendment of the Land Use Element	17	\$1,885
Housing Element Cost	390	\$45,815
Other Direct Costs		\$2,300
Total Cost		\$48,115

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

B.2.3

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

B.3 Invoice Requirement

B.3.1

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 rates identified in the Billing Rate Schedule in section B.3.2, below.

B.3.2 Contractor Billing Rate Schedule

The billing rates shall be in accordance with the following Fee Schedule and Payment Terms:

<u>Personnel Category</u>	<u>Hourly Rate</u>
Project Director	\$165
Project Manager	\$145
Assistant Project Manager	\$130
Senior Planner	\$110
Associate Planner	\$105
Assistant Planner	\$55
CEQA Project Manager	\$155
Environmental Planner	\$110
GIS Analyst	\$115
Technical Editor	\$85
Administrative Assistance	\$55

END OF ATTACHMENT "B"

ATTACHMENT C
AGREEMENT BETWEEN LASSEN COUNTY AND
MICHAEL BAKER INTERNATIONAL, INC.
ADDITIONAL PROVISIONS

None.

END OF ATTACHMENT "C"

ATTACHMENT D
AGREEMENT BETWEEN LASSEN COUNTY AND
MICHAEL BAKER INTERNATIONAL, INC.
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 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.

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 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 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 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 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.

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 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 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": David Schaarsmith, Vice President
Michael Baker International, Inc.
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

END OF ATTACHMENT "D".



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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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.)