




REQUEST FOR PROPOSAL



COUNTY OF LASSEN HOUSING ELEMENT UPDATE 7th Cycle (2024-2029) Planning Period

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

ISSUE DATE: April 13, 2023

SUBMITTAL DEADLINE: May 22, 2023

I. NOTICE OF INVITATION

The County of Lassen (County) invites proposals from qualified planning consultants to prepare an update of the County's General Plan Housing Element for the Regional Housing Needs Allocation (RHNA) projection period of June 30, 2024, through June 30, 2029. The County's current Housing Element was previously certified by the California Department of Housing and Community Development Department (HCD) and shall serve as a foundation for updating this Housing Element.

The selected consultant will review and revise the existing Housing Element to reflect current housing conditions, County policies and objectives, and to develop strategies to meet the County's required housing allocation under the RHNA. The "Final Regional Housing Need Determination and Draft Plan" letter from the HCD is attached for reference. (Attachment A)

The County wishes to take advantage of the HCD's Updated Streamlined Ministerial Approval Process, dated March 2021, if warranted, for the 2024-2029 housing planning period. The County intends to have an adopted Housing Element prior to June 30 2024. Request for proposals may be obtained at the County of Lassen Department of Planning and Building Services, 707 Nevada Street, Suite 5, Susanville, CA or may be downloaded from the County's website at: <https://www.lassencounty.org/dept/planning-and-building-services/planning-and-building-services>

Proposals will be accepted via regular mail and in person. Proposals must be received by May 22, 2023, at 4:00 P.M. No proposal will be accepted by oral communication, telephone, or facsimile transmission. Proposals may be withdrawn prior to the time set for closing. Postmarks will not be accepted. Any proposal received after the time set for closing will be rejected.

In order to ensure that all interested firms have access to the same information, all questions must be submitted by e-mail prior to May 5, 2023, at 4:00 p.m. to: landuse@co.lassen.ca.us

To reach us by phone call (530) 251-8269.

County staff will strive to provide responses to all interested firms by May 15, 2023, and post the responses on the County website. Mail or deliver completed Proposal to:

County of Lassen
Department of Planning and Building Services
Attention: Gaylon Norwood
707 Nevada St, Suite 5
Susanville, CA 96130

Three paper copies of the consultant's proposal should be provided. Proposals should include a USB flash drive containing a searchable electronic copy of the proposal.

INTRODUCTION

The County of Lassen invites proposals from qualified firms to prepare a legally adequate General Plan Housing Element for the 2024-2029 planning period. In case of a joint venture proposal, a primary lead consultant shall be identified. The County will not accept a proposal as responsive if it covers only a portion of the requested Scope of Work.

Interested consultants shall prepare a cost estimate based upon the services requested in this RFP. The Housing Element (including all associated research, communications, graphics, supporting documentation, etc.) shall be bid at a firm, fixed price. Community meetings and public hearing attendance shall be bid on a per-meeting cost.

The Consultant shall assist staff with the Regional Housing Needs Allocation (RHNA) and Housing Element Update, pursuant to the State of California Government Code Sections 65580 through 65589.11, and shall accomplish the tasks outlined in this Request for Proposal.

BACKGROUND

Lassen County is in Northeast California with a total population of approximately 32,082. The County has a land area totaling over three million acres with only one incorporated city with a population of approximately 16,362, although approximately 7,000 are inmates within the city's boundaries (at one of two state prisons, with one state prison set to close in June 2023). This rural county has a few commercial and industrial developments and contains rail, highway, and airport access. One federal and two state prisons are located in the County and house approximately 9,000 inmates. The predominant sector of employment in Lassen County is Federal, State, and Local Government, which comprises approximately 50 percent of the jobs in the County. Due to the relatively mild climate and natural beauty, Lassen County appeals to locals and visitors alike for year-round recreational activities.

REQUEST FOR PROPOSAL

A. Project Schedule

1. Develop a timeline schedule with milestones for Board of Supervisor adoption and HCD certification of the Housing Element by June 30, 2024.
2. The project schedule shall include a detailed explanation of all stages of the project, including, at a minimum:
 - a. Kickoff meeting with staff to refine the scope of services;
 - b. Identification of major milestones, public outreach, meetings, and work products;
 - c. Planning Commission and County Board of Supervisors Study Sessions;

- d. Delivery of analysis, findings, and recommendations for sites inventory;
- e. Delivery of analysis, findings, and recommendations for the Housing Element Update;
- f. Response to HCD review and County staff review;
- g. Delivery of draft and final draft Housing Element, including any required updates to other General Plan elements, as required by State law; and
- h. Public hearings (Planning Commission and Board of Supervisors).

B. Existing Conditions and Needs

- 1. Review the County's current Housing Element, General Plan, and other support materials as needed to gain insight and understanding of Lassen County's housing progress and priorities;
- 2. Evaluate results from previous housing programs and policies implemented, and their effectiveness;
- 3. Research and analyze Affirmatively Furthering Fair Housing (AFFH) regarding current housing policies and programs; and
- 4. Assess the feasibility of the County to use HCD's streamlined update process, according to HCD's Housing Element Update Guidance document.

C. Public Outreach

Develop a program that effectively reaches, educates and engages the community throughout the Housing Element update. This should include strategies to ensure broad inclusion, particularly of hard-to-reach groups and special needs populations, with special attention given to communicating information so it is accessible and easy to understand.

Outreach is expected to begin early in the process and continue throughout for feedback on important topics such as draft ideas, site options, the draft Housing Element and environmental review.

The community involvement strategy will be an integral part of the Housing Element Update process. The consultant should propose a plan for providing required opportunities for public participation throughout the update effort.

Outreach methods should be customized and creative to maximize community participation and will include innovative strategies to increase the number of people engaging in the process. Input will be sought from residents, business proprietors, property owners, neighborhood groups, and community and faith-based organizations.

Special effort shall be made to include minority, low-income, youth, renter, non-English speaking, and disabled persons. Consultant should lead the engagement as well as a summary of the work. At a minimum outreach should consist of:

- Planning Commission and County Board of Supervisors Meetings;
- Community meetings in the outlying, rural communities including Westwood, Herlong/Doyle, and Big Valley areas;
- Two Stakeholder focus group, with at least one evening meeting;
- Online/virtual participation opportunities.

D. Regional Housing Needs Assessment

The Consultant shall update Lassen County's housing assessment and needs analysis pursuant to Government Code Section 65583(a) and SB 375. The consultant shall obtain and analyze demographic, economic, and housing data for the County and develop a housing needs assessment using State-approved criteria.

The assessment shall include, but is not limited to:

- Population, demographic, and employment trends with the accompanying analysis of the existing and projected share of regional housing needs for all income levels;
- Housing cost, affordability, housing characteristics, housing stock, and market conditions (including overcrowding and overpayment);
- Housing stock characteristics, including at-risk units and vacant and underutilized land;
- Potential for increased residential development under existing zoning requirements and General Plan policies;
- Special housing needs (e.g. large families, female-headed households, seniors, homeless, people with disabilities, etc.);
- Verify with the California Housing Partnership Commission (CHPC) the number of units at risk of conversion to market rate.

E. Assessment of Housing Needs

1. Prepare an updated assessment of housing needs in Lassen County and an inventory of those affecting resources and constraints relative to meeting those needs, including traditionally underrepresented groups; and
2. Incorporate the RHNA figures and current demographic Census data.

F. Housing Sites Inventory

Prepare the sites inventory section of the Housing Element, demonstrating how Lassen County will satisfy its RHNA in each income category. This includes

identifying safe assumptions, evaluating sites and analyzing potential policy strategies to increase site capacity, demonstrating development viability (per State law) and inputting the information into HCD's electronic form for submittal with the updated element.

We anticipate that this will be the most significant area of work for the update process, and will need to start early in order to ensure adequate time for consideration of potential areas for rezoning or other standards needed to achieve the RHNA.

G. Rezoning Plan

Based on the sites analysis, work with jurisdiction staff to identify potential areas for rezoning, if necessary. This must include consideration of the State requirement for maintaining an adequate housing sites inventory throughout the five-year planning period.

H. Goals, Policies, Programs and Quantified Objectives

Identify goals, policies, programs, and quantified objectives to include in the Housing Element to ensure compliance with State law and effective response to the housing needs, constraints and key priorities identified through the update process. This task includes ensuring responsiveness to priorities articulated through the community engagement process as well as ensuring internal consistency with other elements of the General Plan. In addition, this task will include identification of other General Plan policy updates or revisions needed to ensure consistency.

I. Preparation of Draft Housing Element

A draft Housing Element shall be prepared in compliance with all applicable State and Federal laws, including all tables, maps, etc.

J. General Plan Amendment

Identify elements of the County's existing General Plan (or new elements) that may need to be amended or added to comply with State law, including text, tables, maps, etc.

K. Environmental Documents

Prepare, post, and file all the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Notice of Intent to Adopt a (Mitigated) Negative Declaration, or other CEQA determinations as applicable, Response to Comments, Mitigation Measures, Mitigation Monitoring Program, and Notice of Completion to be filed with the Lassen County Clerk.

In addition, the Consultant will be responsible for preparing all tribal consultation notices and mailings for SB 18 and AB 52 compliance.

K. Deliverables:

1. The consultant shall prepare and provide:

a. Document Review

- i. The consultant shall prepare and submit a Draft Housing Element (Draft) to the County for review. The Draft shall be a complete draft and include all required components of a Housing Element, and will include all tables, maps, and graphics.
- ii. One electronic copy (in native file format and .pdf format) of the Draft Housing Element for County review and comment, which will include all tables, maps, and graphics.

b. Public Review Draft

- i. The consultant shall prepare a Public Review Draft Housing Element based on County staff's comments on the Draft. County staff will provide the consultant with comments on the Draft within 14 calendar days for preparation of the Public Review Draft. The consultant shall resolve any issues and make requested revisions to the Draft to the satisfaction of the County.
- ii. One electronic copy (in native file format and .pdf format) of the Public Review Draft Housing Element. 12 hard copies of the Public Review Draft Housing Element.
- iii. HCD Submittal: The consultant shall prepare the Element Completeness HCD Housing Review Checklist and a transmittal letter to HCD detailing how the Housing Element meets State requirements. The consultant shall submit the checklist, transmittal letter, and Public Review Draft Housing Element to HCD for review and comment.
- iv. One electronic copy (in native file format and .pdf format) of the transmittal letter and checklist to HCD.

c. Final Draft Housing Element

- i. The consultant shall revise the Public Review Draft Housing Element based on public, responsible agencies, Planning Commission, County Board of Supervisors, and HCD comments as directed by County staff. The Final Draft Housing Element shall be presented at public hearings before the Planning Commission and County Board of Supervisors.

- ii. Upon determination of compliance by HCD, the consultant will submit one electronic copy (in native file format and .pdf format) of the Final Draft Housing Element and 5 bound hard copies of the Final Draft Housing Element for final adoption.
 3. Prepare, post, and file all appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Notice of Intent to Adopt a (Mitigated) Negative Declaration, or other CEQA determinations as applicable. Appropriate documents shall be filed with the State Clearinghouse and Lassen County Clerk, as required by CEQA and the CEQA Guidelines.
 4. Prepare any updates to the County's General Plan as required by State law;
 5. Attend, present, and participate in Planning Commission meetings, County Board of Supervisors meetings, informational workshops or Study Session meetings, County staff meetings, and public hearings as required by the County. The consultant shall prepare public meeting presentation materials, memos, letters, and other documents as required by County staff.
- The consultant shall assist in the preparation of staff reports and exhibits for Planning Commission and County Board of Supervisors. The consultant shall be responsible for preparing and delivering a PowerPoint presentation and responding to questions at the public hearings. Staff anticipates a minimum of two Planning Commission meetings and two County Board of Supervisors meetings.
6. Provide regular email progress reports to the Project Manager;
 7. Provide and maintain an Internet based folder for all project materials accessible to County project staff and consultants;
 8. Coordinate with County project staff and HCD staff as necessary.

VII. Deliverables

The format for all text documents, tables, charts, and illustrations shall be 8 1/2 x 11" vertical and 11 x 17 for oversized, as necessary. Text font shall be 12 pt. Arial. All hard copy administrative drafts, drafts, and final documents shall be two-sided, black ink, on white or light recycled stock paper.

VIII. PROPOSAL REQUIREMENTS

The proposal shall be based on and incorporate all of the provisions identified in this Request for Proposals (RFP). The proposal should be submitted in a format that can readily be incorporated into the County's standard Master Contract Agreement (Agreement) (Attachment B) including Project Description, Scope of Services, Duties of Consultant, Duties of the County, Fees and Payment, Timing and Schedule for Completion.

Assumptions. Proposals should include a list of the consultant's assumptions made in preparation of the proposal on a separate page entitled, "Assumptions Upon Which This Proposal is Based". This section should also specifically set forth those documents, maps, and studies which the consultant expects to be provided by the County.

Exceptions. Any exceptions to the scope of work or Professional Services detailed in the proposal.

Schedule. Proposals should provide a detailed schedule for the completion of services. Timeframes should be stated in terms of the number of calendar days or weeks required to complete the specified tasks using the County's notice to proceed as the start date. The schedule should identify the periods as the total elapsed time from the start date. The schedule should track the independent timing for each of the different documents to be developed, reviewed, and adopted. The schedule should include a rough outline of the community meetings and public hearings to be included in the process.

Costs. Proposals should include costs for the completion of each major task in the work program. Each task should clearly identify the consultant team member who will be primarily responsible for completing the task. This section should include billing and expense reimbursement rates. Costs shall be submitted in a not to exceed maximum amount for all work.

Staffing. The project manager and key personnel, including those of any subcontractor, shall be designated. The person(s) who will attend and facilitate public meetings and presentations should be identified and should be the same persons making any presentations to the Selection Committee. The geographic location of the firm and key personnel shall also be identified. Any proposed subconsultants shall be listed. Their responsibilities should be included in the proposal, if necessary. There shall be no changes in the project manager or key staff without approval of the County.

Qualifications. Proposals should include consultant's qualifications to perform the work required and should document previous similar work by the consultant. Brief resumes of the project manager, key personnel, and subcontractors should be

included, as should three references for recent (i.e. last 3 years) comparable work.

Work Sample. One sample of a recently adopted housing element prepared by the consultant and/or staff assigned to the project shall be provided in an electronic format or as a link to an online document.

Proposal. Three paper copies of the consultant's proposal should be provided. Proposals should include a USB flash drive containing a searchable electronic copy of the proposal.

Proposal Terms and Conditions. The proposal should include a statement to the effect that the proposal is a firm offer for a minimum 90-day period beginning on the application deadline.

Proposal as Sole Representation. Firms responding to the RFP must represent themselves solely by the written proposal. The proposal should also contain the name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant.

IX. GENERAL INFORMATION

In order to qualify, a prospective consultant must, in the opinion of County staff, meet the following standards as they relate to the RFP:

Minimum Qualifications.

- Have adequate staff, equipment, technical and financial resources for performance, or have the ability to obtain such resources that are required for performance, including a demonstrated ability to meet work schedule time frames and deliverables.
- Have a satisfactory record of performance.
- Be an Equal Opportunity Employer

Limitations. All reports and pertinent data or materials will become the property of the County of Lassen.

The consultant will have normal access to the public records and files for local government agencies in preparation of the proposal or documents. No compilation, tabulation, or analysis of data, definition or opinion, etc. shall be anticipated by the consultant from the agencies, unless volunteered by a responsible official of these agencies. Firms submitting a proposal for this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary.

All proposals shall become the property of the County once submitted. A request for proposals does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for services and supplies.

Contract Payment. The County will release payment to the consultant in increments based on itemized invoices submitted no more frequently than monthly as the work progresses. Contract payment shall be made on the basis of satisfactory performance by the consultant as determined by the County.

Contract Termination. The County shall have the right to terminate the Agreement at any time upon giving thirty (30) days written notice to the Consultant. In the event of termination, County shall pay the Consultant for all services performed and accepted under the Agreement up to the date of termination.

Conflict of Interest. In the Agreement the Consultant shall stipulate that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to the Agreement.

VIII. SELECTION PROCESS

The County of Lassen is using the competitive proposal process, wherein the experience of each submitted proposal is evaluated as it relates to the Scope of Services. All proposals will be reviewed and discussed, each consulting firm will be rated using the following criteria and rating schedule:

Basis for Selection Criteria (in random order):

- Completeness and responsiveness to this RFP;
- Qualifications and previous successful performance of the consultants on similar projects;
- Local familiarity;
- Public participation experience working with the public in formulating goals and consensus;
- Timeframe and availability of consultants;
- Contract fee as negotiated and agreed upon.
- Price is not the sole basis for selection but may be considered in the criteria for evaluating proposals.

Scoring Criteria	Maximum Possible Score
Understanding and capacity to perform the Scope of Services.	55
Clarity of Work Plan	20
Successful experience in similar efforts	15
Schedule	7
Budget	3
Total	100

The County of Lassen reserves the right to negotiate aspects of the project with the successful consulting firm. An evaluation committee will be assembled to review all proposals and will report its recommendation to the County of Lassen's Board of Supervisors.

The selected firm will be notified with an Intent to Award by June 16, 2023. Further information or contract negotiations may occur prior to final approval by the Lassen County Board of Supervisors.

The County of Lassen's Board of Supervisors, who retains the right to reject any and all proposals, will award the bid. The County reserves the right to award a contract to the Consultant that presents the proposal, which in the sole judgment of the County best serves the County's interest. The County reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, and/or to negotiate minor deviations with the successful consulting firm.

IX. CONTRACTUAL REQUIREMENTS

Final contract approval requires County Board of Supervisors approval for execution by the County Administrative Officer. Following the final Selection Committee's recommendation and contract negotiations, the contract shall be agendized with the Board of Supervisors and must be approved and executed prior to any work being performed by the consultant. See Attachment B for Sample Master Contract Agreement.

Attachment A

Lassen County Regional Housing Needs Allocation (RHNA)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453

www.hcd.ca.gov



RECEIVED

February 1, 2023

FEB 01 2023

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

LASSEN COUNTY DEPARTMENT OF
PLANNING AND BUILDING SERVICES

Dear Maurice Anderson:

RE: Final Regional Housing Need Determination and Draft Plan

This letter provides Lassen County its final Regional Housing Need Determination. Pursuant to state housing element law (Government Code section 65584, et seq.), the Department of Housing and Community Development (HCD) is required to provide the determination of the region's existing and projected housing need and a draft Regional Housing Need Allocation (RHNA) plan to countywide regions not represented by a council of governments (COGs). In assessing Lassen County's regional housing need, HCD consulted with local government staff and Walter Schwarm and Doug Kuczynski of the California Department of Finance (DOF) Demographic Research Unit.

Attachment 1 displays the minimum regional housing need determination of 4 total units among four income categories. Attachment 2 explains the methodology applied pursuant to Gov. Code section 65584.01. In determining the region's housing need, HCD considered all the information specified in state housing law (Gov. Code section 65584.01(c)). Attachment 3 displays HCD's methodology and draft RHNA Plan for the region, for the *projection* period beginning June 30, 2024, and ending June 30, 2029.

Gov. Code section 65588(e)(6) specifies the RHNA projection period begins December 31 or June 30, whichever date most closely preceded the projection period end date. The RHNA projection period end date is set to align with the planning period end date. For 5-year cycle counties, the planning period end date is five years following the housing element due date.

Lassen County local governments are responsible for updating their housing elements for the *planning* period beginning June 30, 2024, and ending June 30, 2029, to accommodate their share of new housing need for each income category. Please note, a jurisdiction authorized to permit residential development may take RHNA credit for new units approved, permitted, and/or built since the start date of the RHNA projection period (June 30, 2024).

As specified in Gov. Code section 65584.06(c), a city or county may, within 90 days from the date of this letter, propose to revise the distribution of its share of regional housing need. Such a proposal must comply with the criteria set forth in the draft distribution and be based on comparable data available for all affected jurisdictions, accepted planning methodology, and adequate documentation.

HCD encourages all Lassen local governments to consider the many affordable housing and community development resources available to local governments. HCD's programs can be found at <https://www.hcd.ca.gov/grants-funding/nofas.shtml>.

HCD commends Lassen County local government leadership in fulfilling their important role in advancing the state's housing, transportation, and environmental goals. HCD looks forward to continued partnership with the region, and in assisting in planning efforts to accommodate the region's share of housing need.

If HCD can provide any additional assistance, or if you, or your staff, have any questions, please contact Tom Brinkhuis, Housing Policy Senior Specialist at tom.brinkhuis@hcd.ca.gov or Annelise Osterberg, Housing Policy Senior Specialist at annelise.osterberg@hcd.ca.gov.

Sincerely,



Tyrone Buckley
Assistant Deputy Director, Fair Housing

Enclosures

Cc: Kelly Mumper, City Planner, City of Susanville

ATTACHMENT 1

HCD REGIONAL HOUSING NEED DETERMINATION Lassen County: June 30, 2024 through June 30, 2029

<u>Income Category</u>	<u>Percent</u>	<u>Housing Unit Need</u>
Very-Low*	50%	2
Low	50%	2
Moderate	0%	0
Above-Moderate	0%	0
Total	100.0%	4
* Extremely-Low	11.11%	Included in Very-Low Category

Notes:

Income Distribution:

Income categories are prescribed by California Health and Safety Code (Section 50093, et. seq.). Percentages are derived based on Census/ACS reported household income brackets and county median income. Extremely low-income percentage provided for informational purposes.

ATTACHMENT 2

HCD REGIONAL HOUSING NEED DETERMINATION: Lassen: June 30, 2024, through June 30, 2029

Methodology

Lassen: PROJECTION PERIOD (5 years) HCD Determined Population, Households, & Housing Unit Need		
Reference No.	Steps Taken to Calculate Regional Housing Need	Amount
1.	Population: June 30, 2029 projection	28,415
2.	- Group Quarters Population: June 30, 2029	-6,975
3.	Household (HH) Population	21,440
4.	Projected Households	9,105
5.	+ Owner Vacancy Adjustment (0%)	+0
6.	+ Renter Vacancy Adjustment (.96%)	+26
7.	+ Overcrowding Adjustment (0%)	+0
8.	+ Replacement Adjustment (.1%)	+9
9.	+ Jobs Housing Relationship Adjustment	+0
10.	- Occupied Units (HHs) estimated June 30, 2024	-9,645
11.	+ Cost-burden Adjustment	+0
12.	+ State of Emergency Adjustment	+99
13.	+ Feasible Jobs/Housing Balance Adjustment	+0
Total	7th Cycle Regional Housing Need Assessment (RHNA)	4

Note: Because factors described above would otherwise result in a negative housing need determination, HCD assigned a minimum of 2 units to each local government in the region consistent with provisions described in state housing element law (Gov. Code section 65584, et. seq.). This results in a housing need determination of 4 units.

Detailed background data for this chart is available upon request.

Explanation and Data Sources

1-4. Population, Group Quarters, Household Population, & Projected Households: Pursuant to Gov. Code Section 65584.01, projections were extrapolated from Department of Finance (DOF) projections. Population reflects total persons. Group Quarter Population reflects persons in a dormitory, group home, institute, military, etc. that do not require residential housing. Household Population reflects persons requiring residential housing. Projected Households reflect the propensity of persons within the Household Population to form households at different rates based on American Community Survey (ACS) trends.

5-6. Vacancy Adjustment: HCD applies a vacancy adjustment to facilitate healthy housing markets and resident mobility. The vacancy adjustment is applied separately based on the region's current "for rent" and "for sale" vacancy rate (which includes units for rent, for sale, and recently rented/sold but not yet occupied). The owner adjustment is based on the amount the region's current owner vacancy rate (3.38%) is below the standard of 2%. For Lassen County,

the owner vacancy rate is above the healthy standard, resulting in no adjustment. The renter adjustment is based on the amount the region's current renter vacancy rate (5.04%) is below the standard of 6%. For Lassen County, the renter vacancy rate is below the healthy standard, resulting in .96% adjustment. Pursuant to Gov. Code Section 65584.01, the standard vacancy rate for a healthy rental housing market cannot be less than 5%. Data is from the 2017-2021 ACS.

7. Overcrowding Adjustment: In regions where overcrowding is greater than the U.S. overcrowding rate, HCD applies an adjustment based on the amount the region's overcrowding rate exceeds the U.S. overcrowding rate. Data is from the 2017-2021 ACS. For Lassen County, the region's overcrowding rate of 2.0% is lower than the national overcrowding rate (3.33%), resulting in no adjustment.
8. Replacement Adjustment: HCD applies a replacement adjustment between .1% and 5% to the total housing stock based on the current 10-year average of demolitions in the region's local government annual reports to Department of Finance (DOF), excluding units lost due to a state of emergency. For Lassen the 10-year average is .06%, therefore a .10% adjustment was applied.
9. Jobs Housing Relationship Adjustment: HCD applies an adjustment to account for any imbalances between jobs and housing within the region. To apply the adjustment, HCD uses 2019 LEHD Origin-Destination Employment Statistics to calculate the net number of workers commuting to Lassen from outside the region. HCD then divides the number of workers by the healthy jobs housing balance ratio of 1.5 to calculate the number of housing units that would be needed to house these workers within the region. For Lassen County, this results in no adjustment.
10. Occupied Units: This figure reflects DOF's estimate of occupied units at the start of the projection period (June 30, 2024).
11. Cost Burden Adjustment: HCD applies an adjustment to the projected need by comparing the difference in cost-burden for the region to the cost-burden in the nation. The cost burden rate in Lassen is lower than the cost burden rate for households in the nation, resulting in no adjustment to the RHNA. Data is from 2017-2021 ACS.
12. State of Emergency Adjustment: HCD used data provided by the California Governor's Office of Emergency Services (CalOES) pursuant to Government Code 65584.01(b)(1)(I) to adjust for units lost due to a declared state of emergency. Data is from 2021. To estimate what percentage of units lost were originally occupied, HCD uses 2017-2021 ACS data to calculate the percentage of units in the region that are temporarily occupied by persons with a usual residence elsewhere. HCD then multiplies the occupancy rate by the units lost due to a state of emergency, resulting in a 99 unit adjustment.
13. Feasible Jobs/Housing Balance Adjustment: According to statute, the "region's existing and projected housing need shall reflect the achievement of a feasible balance between jobs and housing within the region using the regional employment projections in the applicable regional transportation plan" (Gov. Code Section 65584.01). After applying the adjustments noted above, HCD compared the 7th cycle RHNA determination and the region's total occupied housing units to the employment projections provided by Caltrans for use in

regional transportation plans to determine whether a feasible balance was achieved. This analysis resulted in a jobs housing balance of .87. (87 projected jobs for every 100 occupied units). Because this is below the healthy rate of 1.5, no additional adjustment is needed.

ATTACHMENT 3

HCD DRAFT REGIONAL HOUSING NEEDS ALLOCATION PLAN: LASSEN COUNTY LOCAL GOVERNMENTS

JUNE 30, 2024 – JUNE 30, 2029

Distribution of Draft RHNA

This table reflects the draft Regional Housing Need Allocation (RHNA) distribution for each local government based on the methodology discussed below:

Regional Housing Need Allocation by Income Category

Jurisdiction	Very-Low	Low	Moderate	Above-Moderate	Total
Lassen County	2	2	0	0	4
Susanville City	1	1	0	0	2
Unincorporated Lassen County	1	1	0	0	2

Purpose of Regional Housing Need Allocation Plan

The purpose of the RHNA Plan is to comply with state law (Gov. Code section 65584, et. seq.) in allocating to each local government a share of regional housing need for use in updating the General Plan housing element. The housing element must accommodate the total RHNA for each of the four (4) income categories (very-low, low, moderate, and above-moderate) over the designated planning period (June 30, 2024 through June 30, 2029). These requirements were enacted into state housing law (Article 10.6 of the Government Code) upon the California legislature determining that the provision of adequate housing is an issue of statewide concern.

HCD, pursuant to Gov. Code section 65584(a), is required to determine the existing and projected need for housing within regions of the state. In addition, HCD (per Gov. Code section 65584.06) is required to develop a plan to distribute the determination of regional housing need to each local government not represented by a COG. The RHNA, per Gov. Code section 65584(d), is required to further all of the following objectives:

- (1) Increasing the housing supply and mix of housing types, tenure, and affordability.
- (2) Promoting infill development and socioeconomic equity, protecting environmental and agricultural resources, and encouraging efficient development patterns.
- (3) Promoting an improved intraregional relationship between jobs and housing.
- (4) Balancing disproportionate household income distributions.
- (5) Affirmatively furthering fair housing.

The RHNA is based on the projection of population and new household formation determined by the Demographic Research Unit of DOF. The resulting RHNA is a minimum projection of additional housing needed to accommodate household growth over the planning period; it is not a prediction, production quota, or building permit limitation for new residential construction.

To comply with state law in addressing the jurisdiction's RHNA, the updated housing element must identify adequate sites and program actions to accommodate the total RHNA for each income category. Housing elements are required to be updated by June 30, 2024 and sent to HCD for determination of compliance with state law. In updating the housing element, jurisdictions may take credit for and subtract from their RHNA (by income category) new units permitted since the beginning of the RHNA projection period (June 30, 2024).

RHNA Plan Methodology

Because factors described in Attachment 2 would otherwise result in a negative housing need determination, HCD assigned a minimum of 2 units to each local government in the region consistent with provisions described in state housing element law (Gov. Code section 65584, et. seq.).

Attachment B

Sample Master Contract Agreement

AGREEMENT BETWEEN LASSEN COUNTY

AND

*

Commented [BB1]: Insert the name of the other party to the contract here. Asterisks (*) indicate a place information is needed.

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and *, with a principal place of business at *, (hereinafter "CONTRACTOR").

Commented [BB2]: Insert the name of the contractor in all capital letters.

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

Commented [BB3]: State the form of the business the contractor employs, for example:

- . California corporation
- . California non-profit corporation
- . California limited liability company
- . California general partnership
- . Sole proprietorship
- . Limited partnership

WHEREAS COUNTY has need for *and,

WHEREAS CONTRACTOR desires to provide those services.

Commented [BB4]: State the type of services being provided.

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, 20* through June 30, 20*.

Commented [BB5]: Fill in the beginning date of the agreement. Typically one fiscal year.

3. PAYMENT.

Commented [BB6]: Fill in the end date of the agreement. Typically one fiscal year.

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

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

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

COUNTY shall:

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

Page 1

____ County Initials

Contractor Initials _____

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.

§, §, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. § is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

Commented [BB7]: Identify by name the person assuming responsibility for administering this contract.

Commented [BB8]: Identify by title the person assuming responsibility for administering this contract.

Commented [BB9]: Once again, state the name of the person administering this contract. BB7 should be the same as BB9.

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

§

Commented [BB10]: Insert name of contractor.

Dated: _____

By: _____

§

Commented [BB11]: Name and title of signor for contractor.

Page 2

____ County Initials

Contractor Initials _____

Dated: _____

By: _____
*

Commented [BB12]: Name and title of second signor for contractor, if necessary only.

COUNTY
County of Lassen

Dated: _____

By: _____
*

Commented [BB13]: Name and title of signor for County. To ascertain who is authorized to sign for County, compare amount of contract in light of County purchasing policy. This will either be the Dept Head, the CAO, or the Chairman of the Board.

Approved as to form:

By: _____
Amanda Uhrhammer
Lassen County Counsel

[1Contract Standard Professional Services Master v20210505]

ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY AND
*
SCOPE OF SERVICES

Commented [BB14]: Insert name of contractor.

A.1 SCOPE OF SERVICES AND DUTIES.

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

*

Commented [BB15]: Description of services to be provided, or scope of work. To the degree that separate paragraphs may be required, please utilize the following hierarchical structure:

A.1
 .A.1.1
 .A.1.1.1
A.2

END OF ATTACHMENT "A"

**ATTACHMENT B
AGREEMENT BETWEEN LASSEN
COUNTY AND**

*

Commented [BB16]: Insert name of contractor.

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

*

Commented [BB17]: Describe payment amount or rate, maximum amount payable under this contract, and method of invoicing that must occur before payment is due.

END OF ATTACHMENT “B”

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

Commented [BB18]: Insert name of contractor.

Commented [BB19]: Set out here any other provisions particular to this contract not otherwise covered elsewhere.

END OF ATTACHMENT "C"

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:

Commented [BB20]: These provisions, all of D, are important. They make up the backbone of the agreement. If you change them prior to submitting for Counsel approval you run the risk of substantially delaying review and perhaps causing a denial of approval.

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

____ County Initials ATTACHMENT D, Page 1 Contractor Initials _____

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

Commented [BB21]: As of June 2015, there is not a County-wide policy describing insurance requirements for contracts. The amount, type, or whether to require insurance at all is in the discretion of the signor for the County. Counsel's office strongly urges requiring contractor to have some form of insurance.

Commented [BB22]: This is often referred to as "malpractice insurance". Use where County is contracting with professionals such as engineers, surveyors, doctors, psychologists, other health care providers (hospitals, board and care facilities, etc), lawyers, and parties who are required to hold a professional license or certification of some kind. In some situations this clause may be omitted.

____ County Initials ATTACHMENT D, Page 2 Contractor Initials _____

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

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

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

Commented [BB23]: Insert the name and address of the person responsible for administration of this Contract.

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 and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission,

Commented [BB24]: IMPORTANT NOTE: There are three choices of Indemnification clauses – Class I, Class II, or Class III. Choose only one and delete the other two depending on the type of contract.

____ County Initials ATTACHMENT D, Page 3 Contractor Initials _____

whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

County shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees and volunteers (collectively 'County Parties'), 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 attorneys' fees and court costs (hereinafter collectively referred to as 'Claims'), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, CONTRACTOR shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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 *[OTHER PUBLIC AGENCY], its agents, officers and employees (hereinafter collectively referred to in this paragraph as *[OTHER PUBLIC AGENCY], from any claim, action or proceeding against *[OTHER PUBLIC AGENCY], arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, *[OTHER PUBLIC AGENCY] 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. *[OTHER PUBLIC AGENCY] 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 *[OTHER PUBLIC AGENCY]:

The *[OTHER PUBLIC AGENCY] 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 *[OTHER PUBLIC AGENCY] in the performance of this MOA. 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 *[OTHER PUBLIC AGENCY] of any obligation imposed by this Agreement. County shall notify *[OTHER PUBLIC AGENCY] 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 *[OTHER PUBLIC AGENCY] hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and *[OTHER PUBLIC AGENCY]. In such cases, county and *[OTHER PUBLIC AGENCY] 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 paragraph 5 below.

D.6.4. Joint Defense:

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

Commented [BB25]: Class I Indemnity

. Generally required for all county service contracts, with the following exceptions:

construction contracts, consultant contracts which are "collateral to" construction contracts, such as architecture and engineering contracts, "acquisition" leases (i.e., County as tenant) contracts for the purchase of goods, only, and contracts with other self-insured public entities.

Commented [BB26]: Class II Indemnity

. Generally required for all County construction contracts and agreements with architects and engineers, which are "collateral" to construction contracts. Also, used in contracts for the sale of goods.

____ County Initials ATTACHMENT D, Page 4 Contractor Initials _____

the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph D.6.5 below. County and *[OTHER PUBLIC AGENCY] further agree that neither party may bind the other to a settlement agreement without the written consent of both County and *[OTHER PUBLIC AGENCY].

D.6.5. Reimbursement and/or Reallocation:

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and *[OTHER PUBLIC AGENCY] may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Commented [BB27]: Class III Indemnity

Generally used only in county contracts with other self-insured public agencies.

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

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

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

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

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

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

D.13 TERMINATION.

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

____ County Initials ATTACHMENT D, Page 5 Contractor Initials _____

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

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed \$_____ Dollars (\$*_____). 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.

Commented [BB28]: Written out amount, e.g. "Ten Thousand and 50/100Dollars."

Commented [BB29]: Numeric amount with dollar sign, e.g. "\$10,000.50." This figure will usually be the maximum amount of the Contract (as shown in the payment provisions).

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

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

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

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

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

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

____ County Initials ATTACHMENT D, Page 6 Contractor Initials _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ County Initials ATTACHMENT D, Page 7 Contractor Initials _____

the terms and conditions of this Agreement.

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

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

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

D.34 CONFLICT OF INTEREST.

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

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

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

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

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

____ County Initials ATTACHMENT D, Page 8 Contractor Initials _____

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.

Commented [BB30]: Not required if Contractor is a corporation.

If to "COUNTY":

If to "CONTRACTOR":

Commented [BB32]: Insert the name and address of the person responsible for administration of this Contract on behalf of the Contractor.

____ County Initials ATTACHMENT D, Page 9 Contractor Initials _____

ATTACHMENT E

NO THIRD-PARTY BENEFICIARIES

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

END OF ATTACHMENT "E"

____ County Initials

ATTACHMENT E, Page 1

Contractor Initials _____