

**REQUEST FOR PROPOSAL
TO PROVIDE GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES TO LASSEN
COUNTY**

LASSEN COUNTY, CALIFORNIA

Request for Proposal Issue Date: August 18, 2022

Proposal Deadline: September 26, 2022

I. PURPOSE

The County of Lassen Planning and Building Services Department intends to retain a qualified Geographic Information Services (GIS) Firm to provide GIS Services to the County. The County will enter into a contract with the selected firm to perform an agreed upon and specific scope of work that best meets the County's GIS needs, The County's standard contract template is attached as Exhibit A for reference.

II. GENERAL INFORMATION

Lassen County is currently home to approximately 30,800 people with a land area totaling over three million acres. This rural county has a variety of commercial and industrial development opportunities and boasts convenient rail, highway, and airport access. The predominant sector of employment in Lassen County is Federal, State, and Local Government, which comprises over 50 percent of 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.

III. BACKGROUND AND EXISTING COUNTY GIS INFRASTRUCTURE AND DATA

The County operates a dedicated virtual server containing its GIS data and licensing manager which is used across various County agencies. The database is running SQL Express, which is several iterations behind. The County operates a total of 9 perpetual licenses for which maintenance is renewed each August. Seven (7) of those licenses are ArcMap Desktop Basic and 2 Desktop Standard. The County also has associated 9 named user accounts on its ArcGIS online account. The Lassen County Planning and Building Services Department and Lassen County Information Services Department (ISD) maintain the relationship with ESRI customer service and technical support.

IV. SCOPE OF SERVICES

The Consultant is to provide the professional services required to develop a comprehensive review of the County's current GIS, and develop a proposal to provide the following:

1. Update and make corrections to parcel layer.

The parcel layer is a geodatabase that was created nearly 20 years ago. It has not been updated in approximately seven years. During that time Lassen County has approved and finalized numerous lot line adjustments and land divisions (there are approximately 15 lot line adjustments each year and approximately four parcel maps each year). Additionally, it has been noticed that the accuracy of the parcel lines displayed in the geodatabase is not as accurate as it should be, when compared to available georeferenced aerial imagery such as

NAIP (National Agriculture Imagery Program). The selected consultant will be expected to update the geodatabase, working from current Assessor's maps and/or recorded maps (Parcel Maps, Subdivision Maps, Records of Survey, etc.), to reflect the most up-to-date Assessor's parcel information and to work with the County to correct the accuracy of the parcel line data.

2. Update and make corrections to zoning and general plan designation layer.

The zoning layer was created around 2012. Zoning was added as an attribute to the then current parcel layer. Since that time, there have been approximately three rezones per year that will need to be added to the geodatabase. There may also be some quality assurance to assure that data was input correctly.

Zoning is expected to match the applicable zoning ordinance for each parcel. Zoning boundaries are established through legal descriptions (including metes and bounds), by drawings shown in the applicable ordinance (based on Assessor Parcel Maps or other map sources) or by a combination of both. Thus, experience with legal descriptions and mapping is pertinent and desirable.

3. Update and make corrections to roads layer.

The roads layer is a geodatabase that was created around 2005. The selected consultant will be expected to update the layer. Updates will include differentiating between maintained versus non-maintained county roads and asphalt versus gravel/dirt roads, and may include other pertinent attributes.

4. "Data mining" (for utilities, forest service, BLM, census, etc.).

Possible sources may include: California Energy Commission GIS Data Hub, USFS Region 5 Geospatial Portal, BLM Geospatial Business Platform, US Census Mapping Files, California State Geoportal, and Esri's Living Atlas.

5. Build and implement GIS public web portal application, providing access to the County's data published in ArcGIS Online, to provide zoning, land use designation, and other land use data.

6. Train staff on how to use available GIS data and layers using both ArcGIS online, ArcGIS Pro, and Field Maps.

7. Create a GIS tool for County addressing responsibilities, as outlined in Chapter 12.36 (House Numbering) of the Lassen County Code.

The County Surveyor (which is a Division of the Planning and Building Services Department) is responsible for assigning addresses in Lassen County. Address assignment is detailed in Chapter 12.36 of the Lassen County Code (See Exhibit B, attached).

Addresses are based on a UTM coordinate system. To date, County addresses are maintained and documented in various physical binders maintained by the County Surveyor. A GIS application is envisioned where addresses can be assigned and maintained. The selected consultant will develop and recommend a GIS application for assigning and documenting addresses.

8. Create new specific GIS data.

The successful consultant should be able to create new custom GIS data, as directed by the County.

9. Make GIS connections between different programs being used in different Departments (SMARTGov, Megabyte, Parcel Quest, Google Earth etc.).

10. Prepare a GIS evaluation and prioritization report to answer the following questions:

- Status of current GIS program.
- Where does the County want to go in terms of GIS given the current expectations of a GIS program for a comparable jurisdiction?
- What are the short term and long term steps and process to bring the County closer to meeting its GIS objectives.
- What is the process for maintaining current and future GIS data?
- Evaluation of staffing and training needs to support current and future GIS needs, including a proposed 5-year program and associated budget.

11. Administrative support, possibly including such activities as:

- Updates to GIS hardware and software.
- Assistance with the administration and development of the ArcGIS online Portal.
- Development of GIS best practices.
- Maintenance of GIS data (including automated maintenances when practical).
- Assist and make recommendations regarding interdepartmental coordination.
- Help develop a GIS maintenance schedule.
- Answer day-to-day technical GIS questions.

12. Provide assistance and direction to County regarding the active use of GIS spatial analysis for projects (such as General Plan updates, zoning updates, etc.).

13. Provision of miscellaneous GIS support upon request:

A contract will be developed between the successful candidate (based on the submitted Proposal) and Lassen County, using the County's standard contract template (see Exhibit A). The executed contract may include all or some of the above or other agreed to services.

PROJECT MANAGEMENT

The consultant would manage the project and be held responsible for developing the documents and services outlined above. The County's Planning and Building Services Department and Information Technology Departments will serve numerous roles, including providing any baseline data that may be available.

Each firm or individual interested in preparing a Proposal should provide the following:

- A Statement that demonstrates a clear understanding of the project and required services, including a discussion of how to best address the needs specific to Lassen County,
- A discussion of the consultant's qualifications and expertise for meeting the needs of the required services,
- A list of references, preferably of past/current clients for whom GIS service were provided,
- Consultant's current hourly and billing rates/fee schedule specifically identifying rates and fees to be charged for persons likely to be assigned and tasks required to carry out work pursuant to this Request for Proposals,
- A project time line indicating the beginning date, project milestones, deliverables and ending date,
- A proposed work plan to include a proposed scope of work.

V. SUBMISSION REQUIREMENTS

Proposal Deadline: September 26, 2022, 4:00 p.m.

ALL PROPOSALS MUST BE RECEIVED by the County of Lassen by 4:00 p.m. (Pacific Daylight Time) **September 26, 2022, 4:00 p.m.** Proposals received after 4:00 p.m. (Pacific Daylight Time) **September 26, 2022, 4:00 p.m.**, or proposals sent by facsimile machine will be considered late and disqualified by the proposal evaluation committee.

Please submit three (3) proposals and one electronic copy (MS Word Compatible) in a sealed envelope and clearly marked "Proposal for GIS Services."

Total Price should include all costs, including travel. The County of Lassen is not responsible for any costs incurred in the preparation of proposals, attendance at related interviews, or any work rendered by a firm prior to an "executed" Contract for Professional Services.

Although the format is discretionary, at a minimum, please include the following information:

1. The legal name of respondent(s), firm name, address, and telephone number(s). Indicate whether the proposing entity is a sole proprietorship, partnership, or corporation, and the state and year established. List key personnel who will be involved in decision-making, contract negotiation, and project development, including mailing address, email address, and phone and fax number(s).
2. A narrative description of the three most relevant prior public sector projects and the key personnel that were assigned to work on the project. Provide description of work performed by said individuals, including date, location, etc. Provide names of contact individuals who provided material assistance on the projects described.
3. Describe consultant's experience with public agencies. Provide a list of references from the public sector including name, title, agency, address, and phone number(s).
4. A narrative description of the approach to be used. Please identify objectives, proposed procedures and activities, and the measurable results that are anticipated.
5. Consultant should include a sample of any previous GIS needs assessments/strategic plans they have prepared.
6. The proposed timeline to complete project.

Please mail or deliver to the following location:

Gaylon F. Norwood
Deputy Director
Lassen County Planning and
Building Services Department
707 Nevada Street, Suite 5
Susanville, CA 96130

You may address any questions you may have to Deputy Director Gaylon Norwood, who can be contacted by phone at (530) 251-8269 or by email at gnorwood@co.lassen.ca.us.

VII. PROPOSAL EVALUATION

An evaluation committee will be assembled to review all proposals. The Lassen County Board of Supervisors, who retain the right to reject any and all proposals, will make the final decision. Selection will be made within 30 days of the proposal deadline, if possible.

The County of Lassen reserves the right to negotiate aspects of the project with the successful responder. The leading respondents may be invited for an interview and given the opportunity of an oral presentation of its proposal.

Proposals will be rated:

- | | |
|---|--------------------|
| 1) Understanding Scope of Work, Final Work Product | 5 Points, Maximum |
| 2) Clarity of Work Plan, Description of Services Offered | 5 Points, Maximum |
| 3) Budget | 5 Points, Maximum |
| 4) Project Leader and Team Qualifications and Relevant Experience | 10 Points, Maximum |
| 5) Demonstrated Understanding of Local Issues and GIS Challenges | 10 Points, Maximum |
| Maximum Possible Score: | 35 Points |

VIII. ADDENDA

Any subsequent changes in the RFP from the date of issuance to the date of submittal will result in an addendum by the issuing office to those parties who have provided the proper notice of interest in responding to the RFP.

IX. INSURANCE REQUIREMENTS

Proof of insurance is not required to be submitted with your proposal, but will be required prior to the County's award of the contract. Given the scope of services, appropriate insurance coverage will be required. Insurance Coverage and Amounts will be specified in the Contract document (see Exhibit A of this RFP).

X. NON-DISCRIMINATION

The County is an affirmative action employer. Consultants shall not discriminate in their employment with regard to race, color, religion, sex, or national origin. Qualified firms including small businesses and businesses owned by women, minorities and disabled persons are encouraged to submit proposals.

XI. CONFIDENTIALITY

The details of each response to this Request for Proposal are considered proprietary and will not be shared with competing consultants or the general public until after completion of the selection process. The proposals, when submitted, will become the property of the County of Lassen and will be prepared at the sole cost of the consultant. Brief public presentations may be required in subsequent stages of the selection process.

XIII RESOURCES

Exhibit A: Standard County Contract template

Exhibit B: Lassen County Code Chapter 12.36 (House Numbering)

Exhibit A

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.

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

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

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

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

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

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").

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

WHEREAS COUNTY has need for *and,

WHEREAS CONTRACTOR desires to provide those services.

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

1. SERVICES.

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

2. TERM.

The term of the agreement shall be for the period of July 1, 20* through June 30, 20*.

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 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

____ 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

By: _____

Commented [BB10]: Insert name of contractor.

Dated: _____

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

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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]

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[v.20210505]

AGREEMENT BETWEEN LASSEN COUNTY AND *

**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"

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**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"

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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

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

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

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

D.5 INSURANCE.

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

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

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

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

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

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

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

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

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.

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

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

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

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.

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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.

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.

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.

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.

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

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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 _____

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.

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

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":

*

Commented [BB31]: Insert here the name and address of the person responsible for administration of this Contract on behalf of the 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.

END OF ATTACHMENT "D".

____ 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 _____

Exhibit B

Lassen County, California County Code

Title 12 BUILDINGS AND CONSTRUCTION

Article II. House Numbering

Chapter 12.36 HOUSE NUMBERING

12.36.010 Title.

12.36.020 Definitions.

12.36.030 Assignment.

12.36.040 Appeals.

12.36.050 System.

12.36.054 Maps.

12.36.056 Road names.

12.36.058 Display of numbers.

12.36.060 Legal description of property not affected.

12.36.062 Plans.

12.36.064 Penalty.

12.36.070 Amendments.

Chapter 12.36 HOUSE NUMBERING

12.36.010 Title.

The ordinance codified in this chapter shall be known as “the house and lot numbering ordinance for Lassen County.” (Ord. 377 part 1 § 1, 1966).

12.36.020 Definitions.

“House or lot number” means the street or road address assigned to a parcel of real property for identification purposes and shall be exclusive of all other numbers such as subdivision lot numbers, etc. (Ord. 377 part 1 § 2, 1966).

12.36.030 Assignment.

The public works department shall have sole authority for assignment of house and/or lot numbers in accordance with this chapter. It shall be the duty of the building department to require the installation of numbers as required by this chapter prior to the issuance of a final inspection permit on any new construction completed after the effective date of subindex maps for the area in which the construction is taking place. (Ord. 446 § 2, 1980; Ord. 377 part 2 § 1, 1966).

12.36.040 Appeals.

The planning commission shall function as an appeals board to review disputes over house and/or lot number assignments and the recommendation of this commission shall be final. (Ord. 377 part 2 § 2, 1966).

12.36.050 System.

The basis for the uniform property numbering system shall be universal Transverse Mercator Grid, Zone 10, as shown on the U.S. Geological Survey Quadrangles for Lassen County, in metric units. These metric grid lines will control the numbering scheme. House numbers shall be assigned along each line in increasing magnitude in easterly and northerly directions in accordance with the distance from the point of origin. One thousand six hundred and nine numbers shall be assigned to each mile along the grid lines which, for the purposes of this section, shall be deemed equivalent to one thousand numbers per kilometer. Lassen County’s number range is approximately 4,399,000 on the south to 4,563,000 on the north and 639,000 on the west to 758,000 on the east. For the purposes of determining the proper number for a particular location, the number assigned shall be proportioned to the distance of the location from its adjoining index lines and shall be in sequence with numbers established on adjacent properties. On all streets and roads the numbering will be even on the south and east and odd on the west and north. To insure a six digit number (and prevent future confusion) the four million digit will be eliminated from the south-north number range. (Ord. 446 § 3, 1980; Ord. 377 part 3 § 1, 1966).

12.36.054 Maps.

A. Master Grid Index Map. A master grid index map or maps shall be adopted by the board of supervisors showing the point of origin, base lines and index lines. The map or maps shall become effective on adoption by resolution of the board.

B. Subindex Grid Maps. Subindex maps shall be prepared by the county surveyor showing details of precisely numbered areas. These maps shall then be maintained as necessary by the county surveyor to designate the numbers and location of numbers assigned to particular buildings or lands. These maps shall become effective on completion or revision by the county surveyor. (Ord. 446 § 4, 1980).

12.36.056 Road names.

All streets and roads, whether public or private, whether dedicated or not, and county highways (all hereinafter referred to as "roads") shall be named pursuant to this section and such roads shall be known by the name assigned. No road shall be deemed officially named unless it has been approved by the board of supervisors by order duly made and reflected in its minutes or by resolution. All official names existing on the effective date of this chapter shall remain the same until changed pursuant to this section. The public works department shall administer this section and shall have administrative responsibility for all road naming in the county. The public works department shall maintain a list of all road names so approved or in existence and shall certify to the board of supervisors that no name submitted for approval duplicates or so closely approximates an existing name as to cause confusion. The public works department shall initiate a program to officially name all existing roads for which no name has been officially named. Where unofficial road names exist or are commonly used on the effective date of this chapter they may continue to be used and the public works department shall initiate their official naming, provided that they are not in conflict with existing official names. Where a public hearing is required to officially name, or change the name of a road, the public works department shall initiate such a hearing before the board of supervisors. No subdivision or division of land shall be approved until all the roads therein or contiguous thereto have been officially named by the board of supervisors after one name for its entire length or where a road changes direction by ninety degrees or greater a different name may be adopted for such changed direction to facilitate its numbering. (Ord. 446 § 5, 1980).

12.36.058 Display of numbers.

After the effective date of any subindex map, or revision thereof, the county surveyor will give written notice to the owner or occupant of buildings or land which are assigned, or reassigned numbers pursuant to this chapter, which notice shall contain the new number assigned. Written notice may be given by posting, personal delivery or first class mail. Notice for new construction shall be given to the building department which shall require display of the number prior to the issuance of a final inspection permit. Within thirty days after the county surveyor has given notice, the owner or occupant of the building or property shall cause the number to be displayed horizontally on the building or land in such manner as to be visible from the street or road on which the building or land fronts and shall remove or obscure from public view any old or previous numbers not in accordance with this chapter; provided, however, that where buildings are removed a considerable distance from any public street or road such number shall be displayed at the entrance of any roadway or driveway leading to such building; provided further, that in rural areas where rural free delivery of mail is provided, the number may be displayed horizontally upon receptacles designed for the delivery of mail where the receptacle is in the proximity of the roadway or driveway leading to the building. Numbers shall be maintained in a neat and orderly manner so as to remain readable. Numbers displayed shall be a minimum height of three inches, shall not exceed a maximum height of one foot unless approved by the board of supervisors and shall be of a contrasting color from the basic background. (Ord. 446 § 6, 1980).

12.36.060 Legal description of property not affected.

The adoption and implementation of this chapter shall in no manner affect the legal description of any property. (Ord. 446 § 7, 1980).

12.36.062 Plans.

Any preparation of numbering plans in advance of improvements on lots or any changes in existing lot numbers which involve two or more lots shall be accomplished in cooperation with other county departments, incorporated cities, utility companies and districts, fire departments and districts, and with the U.S. Post Offices affected. (Ord. 446 § 8, 1980; Ord. 377 part 4 § 1, 1966).

12.36.064 Penalty.

Any person, either owner or occupant, firm, partnership, copartnership, corporation, whether as principal, agent or employee, failing or refusing to display an assigned number or displaying or permitting to be displayed a number not assigned, or removing or failing to maintain an assigned number shall be guilty of an infraction punishable by a fine not exceeding fifty dollars for a first violation, a fine not exceeding one hundred dollars for a second violation within one year and a fine not exceeding two hundred fifty dollars for each additional violation within one year. Each day of a violation of this chapter shall constitute an additional and separate offense. (Ord. 446 § 9, 1980).

12.36.070 Amendments.

This chapter may be amended in part or in whole through action initiated by the planning commission or the board of supervisors and such amendment shall be preceded by advertisement in local newspaper at least ten days prior to date of at least one public hearing which will be conducted by the board of supervisors. (Ord. 377 part 4 § 2, 1966).

Contact:

Clerk of the Board of Supervisors: 530-251-8427

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