

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
EMC PLANNING GROUP INC.**

This Agreement, entered into this ____ day of _____, 20[___], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and EMC Planning Group Inc., a California, S-Corporation, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Planning and Building Department – Long Range Planning, desires to retain a qualified professional to prepare an Environmental Impact Report (EIR) in accordance with California Environmental Quality Act (CEQA) Guidelines for the next phase of the McKinleyville Town Center project. The EIR will be used for adoption of a Zoning Ordinance guiding development in the area, and a modification to the McKinleyville Community Plan and will be in sufficient detail to address future development of the Town Center; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced, and qualified to perform the scope of work required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Planning and Building Department Director, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until March 31, 2025, unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required

hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

- B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Eighty-One Thousand, Seven Hundred Sixteen Dollars (\$281,716.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered,

and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by and shall include backup documentation as specified by the "Director" and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Planning and Building Department
 Attention: Suzanne Lippre
 3015 H Street
 Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Planning and Building Department
 Attention: Suzanne Lippre
 3015 H Street
 Eureka, CA 95501

CONTRACTOR: EMC Planning Group Inc.
 Attention: Teri Wissler Adam, Senior Principal
 601 Abrego Street
 Monterey, CA 93940

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations, and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and

other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or

federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Requirements. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE :

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United

States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* 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.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and

2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, assignees or subcontractors:
 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury,

death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees, and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially

reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- B. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: EMC Planning Group Inc.
Attention: Teri Wissler Adam, Senior Principal
601 Abrego Street
Monterey, CA 93940

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the

parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the "Director" in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3 – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not

similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

EMC Planning Group Inc.:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____

John H. Ford
Director of Planning Department
County of Humboldt
[Pursuant to Board authorization on January 9, 2024, File ID 24-52]

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – EIR Schedule
- Exhibit D – Subconsultant Scope of Services
- Exhibit E – Subconsultant Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
EMC Planning Group Inc.
FY 23-24 Through FY 24/25

1.1 Project Understanding

The “Town Center” of the McKinleyville Community Plan calls for the creation of a unique identity for McKinleyville through the development of a viable town center that serves as a community focal point and contains a mixture of land uses with a center for social/community interaction that encourages bicycle and pedestrian travel and allows for convenient and safe automobile access. The County of Humboldt (“County”) is looking for a consultant to prepare an environmental impact report (EIR) for the modification to the McKinleyville Community Plan to address the following actions:

1. Adoption of a zoning ordinance amendment (i.e., McKinleyville Town Center Q-Zone) guiding development within the McKinleyville Community Plan’s Town Center. The Town Center is located along two main thoroughfares, Hiller Road and Central Avenue, and consists of approximately 134 acres of land across 45 parcels; and
2. Changing the wetland definition from a single parameter to three parameters within the Town Center area.

The amount of area and the number of parcels that will be altered will result in a substantial increase in development potential.

1.2 Scope of Work

EMC Planning Group proposes the following scope of work.

Task 1 Project Management

This task includes project management tasks, including but not limited to, client consultation, staff and subconsultant management, administration, etc. This task also includes ten (10) hours of meetings by phone or virtually with County staff to coordinate data deliveries, provide project updates, and review methodologies.

Task 2 Kick-off Meeting

EMC Planning Group will virtually attend one kick-off meeting with County staff to discuss the project, County needs, any concerns from County residents in the area, etc. The kick-off meeting is assumed to be no more than one hour in length. Note that the EMC Planning Group project manager will attend the scoping meeting in person. See Task 3.

Task 3 Initial Study, Notice of Preparation, and Scoping Meeting

Using the project description provided by County staff, EMC Planning Group will prepare a draft and final initial study and Notice of Preparation (NOP) for review by County staff. Deliverables will be electronic. The initial study will focus the final scope of the EIR. This task includes communication between EMC Planning Group and County staff for a clear explanation of the project description's development capacity increase. Significant portions of the analysis to be included in the EIR is dependent on receiving a clear project description.

This task also includes EMC Planning Group's in-person attendance at one scoping meeting, ideally near the end of the 30-day circulation period. The project manager will also conduct a site investigation during this visit.

County staff will be responsible for circulation of the notice to the State Clearinghouse, responsible agencies, and other interested organizations and individuals.

Task 4 Administrative Draft EIR

EMC Planning Group will review all responses to the NOP to ensure that all relevant concerns raised are addressed in the administrative draft EIR. EMC Planning Group will communicate with local, regional, state, and federal agencies to ensure that relevant issues raised by commenting agencies are addressed in the administrative draft EIR.

The administrative draft EIR will include tables and exhibits for ease of data presentation. All impact topics will include a description of the existing conditions, potential project impacts, significance conclusions, and identification of mitigation measures, as necessary.

EMC Planning Group will prepare the administrative draft EIR based on the scope of topics summarized below. Note that some of the issues discussed below may be adequately addressed in the initial study and, therefore, would not require additional analysis in the EIR.

Introduction

This section of the EIR will include the purpose for preparing the EIR, methodologies, the EIR process, and terminology.

Summary

The summary will include a discussion of CEQA requirements, a summary of the proposed project, a summary of significant impacts and mitigation measures, a summary of alternatives, areas of known controversy, and issues to be resolved.

Environmental Setting

This section will include a discussion of the existing, physical environmental setting of the project area.

Project Description and Objectives

This section of the EIR will summarize the community plan updates and zoning ordinance amendments and include a discussion of the County's objectives in amending the community plan and zoning ordinance. This section will clearly indicate what the increased development capacity would be with approval of the project.

Intended Uses of the EIR

This statement will include a list of the agencies that are expected to use the EIR in their decision making; a list of approvals required to implement the project; and a list of related environmental review and consultation requirements required by federal, state, or local laws, regulations, or policies.

Aesthetics and Visual Resources

Issues

The project proposes for the Town Center to be largely zoned Mixed-Use, with a small area to the east zoned Public Facility (PF1) and Residential Multiple Family (R-3), and an area to the west zoned Streamside Management Areas and Wetlands. The project proposes the inclusion of the following uses to the Mixed-Use zone: winery/distillery, restaurants, multi-family residential (minimum density 16 units per acre), churches, and private and public schools. The original zoning of the town center includes primarily Community Commercial (C-2) and Residential Multiple Family (R-3) with a few overlay zones.

The project requires that lighting only be used for a clear public safety purpose and shall be directed at the area which requires illumination; otherwise, lighting is not allowed. Additionally, the project states that no use shall create intense light or glare that causes a nuisance or hazard beyond the property line.

The project also proposes a decrease in the maximum building height allowed within the Mixed-Use zone; the proposed zoning would allow for a building height of four stories whereas the original zoning allowed 75 feet (which is larger than a four-story building).

U.S. Highway 101 is located approximately 0.3 miles west of the project site (specifically, the wetland designated area and not the area permitted for future development) and is considered an eligible state-designated scenic highway.

This section of the EIR will address the project's potential to substantially impair the visible character of the project area's scenic resources and include a discussion of proximity to scenic

roadways and scenic vistas, existing lighting standards, and recommendations for mitigating any potentially significant impacts.

Approach

EMC Planning Group would complete the following steps for this section of the EIR:

- Review responses to the NOP pertaining to aesthetics and visual resources;
- Photograph the project area from applicable viewsheds, photograph surrounding uses, and describe the existing visual setting;
- Describe views to the project area that are available from applicable viewsheds;
- Determine if the proposed project could conflict with applicable zoning and other regulations governing scenic quality;
- Determine if the project could create a new source of substantial light or glare that would adversely affect day or nighttime views in the area;
- Identify visual impacts that may be significant;
- Identify County General Plan policies or McKinleyville Community Plan policies that may serve as mitigation measures; and
- Present additional mitigation measures as may be necessary to reduce or eliminate significant impacts to a less than significant level.

Air Quality, Greenhouse Gas Emissions, and Energy Analyses

Air Quality & Emissions Modeling

Issue

The project site is located in the North Coast Air Basin (air basin). The North Coast Unified Air Quality Management District (air district) has jurisdictional authority within the air basin. The proposed project would generate criteria air pollutant emissions during its construction and operation. This section of the EIR will address whether the project would conflict with or obstruct implementation of the applicable air quality standards, result in a cumulatively considerable net increase of any criteria pollutant, and/or create air pollutant concentrations that could create risk for public health.

Approach

CalEEMod, which is the current industry standard model for air quality and greenhouse gas emissions, will be used to calculate construction related criteria air pollutants and greenhouse gas (GHG) emissions generated by the proposed project. URBEMIS is no longer used, nor supported for model updates. This is also noted on the air district's website. Data inputs to the model will be based on detailed project information from an input checklist to be provided by EMC Planning Group, and based on new development capacity created by the project, to be

generated in coordination with the City. Model results will be presented as an appendix to the EIR.

The following tasks will be completed:

- Describe the physical and climatological characteristics of the air basin, existing air pollutant conditions, and health effects of air pollutants;
- Review current air district documents, policies, and regulatory requirements applicable to the proposed project;
- Correspond with the City/applicant to solicit detailed construction and operational related information;
- Model up to two scenarios to quantify construction and operation criteria air pollutants and GHG emissions under unmitigated, and if necessary, mitigated conditions. The model methodology, assumptions, and results will be summarized in the EIR;
- Compare CalEEMod results to the air district's recommended thresholds to determine if the proposed project would result in significant impacts; and
- Present mitigation measures to reduce significant impacts, if necessary.

Energy

Issue

The three primary sources of project energy consumption will be fuel use in vehicles traveling to and from the project site, natural gas, and electricity in buildings. Project demand for each of these energy types will be calculated and reported for informational purposes, though per the GHG analysis methodology discussed below, the applicant may choose to eliminate natural gas as an energy supply option. The thresholds of significance for energy impacts are qualitative.

Consequently, potential impacts will be discussed in this context.

Approach

The project will be required to comply with uniformly applied regulations for energy efficiency and conservation. If air quality and/or GHG impacts are found to be significant, associated mitigations could include actions that also reduce energy demand. Applicable regulations will be discussed to identify how energy demand will be moderated, as will any air quality and/or GHG mitigation measures that reduce energy demand.

The impact evaluation will assess whether the energy needs of the project would be wasteful, inefficient, or unnecessary, or if it would conflict with a state or local plan for renewable energy or energy efficiency. This evaluation will be qualitative in that there are

not quantified thresholds of significance against which project demand can be compared. However, electricity, natural gas, and fuel demand will be quantified for informational purposes based on the CalEEMod results.

Greenhouse Gas Emissions

Issue

The proposed project will be a source of GHG emissions whose impact must be evaluated. The predominant source of emissions is likely to be vehicle travel, with electricity and potentially natural gas use also being notable sources.

Approach

The GHG impacts of a project can be found to be less than significant if the project is consistent with a qualified plan for reducing GHG emissions. A consortium of Humboldt County public agencies released a draft regional climate action plan that, as of April 2023, was considered a public review version. It is currently uncertain whether the plan will be adopted and available in time for streamlining the GHG impact analysis for the proposed project. The air district has not adopted a GHG reduction plan that might be referenced for the analysis.

In the absence of a local GHG reduction plan, the adopted Bay Area Air Quality Management District (BAAQMD) guidance for GHG thresholds of significance, which can be found in the 2022 *CEQA Thresholds for Evaluating the Significance of Climate Impacts from Land Use Projects and Plans*, will be used to assess the significance of GHG emissions as directed by the air district. BAAQMD recently adopted a performance standard-based analysis approach for evaluating GHG impacts in CEQA documents.

The following tasks will be completed:

- Describe the existing climate change setting;
- Summarize applicable existing climate change policy and regulatory setting;
- Present features of the project that could reduce GHG emissions, if any;
- Present modeled GHG emissions as quantified using CalEEMod;
- Identify the significance of GHG impacts; and
- Identify mitigation measures to reduce GHG emissions as may be required.

Biological Resources Issues

Based on a preliminary review of aerial photographs, the project site may impact areas of annual grassland, wetlands, and scattered spruce and fir trees. The preliminary results of the *McKinleyville Town Center Wetlands Mapping Project* (GHD 2023) show approximately 5.4 acres of wetlands delineated within the project boundary. These wetlands likely fall under the jurisdiction of the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and/or the California Department of Fish and Wildlife.

Wetlands are typically delineated as features with the following key criteria:

- **Vegetation:** The dominant vegetation must consist of species that are typically adapted to grow, effectively compete, reproduce, and/or persist in anaerobic (low/no oxygen) soil conditions.
- **Soil:** Soils present are classified as hydric, or they possess characteristics that are associated with reducing soil conditions (saturated soils).
- **Hydrology:** The area is inundated either permanently or periodically, or the soil is saturated to the surface at some time during the growing season of the prevalent vegetation.

Some jurisdictions, such as the California Coastal Commission, use a “one-parameter” approach to defining wetlands, meaning only one of the above three criteria would define the presence of wetlands. Other jurisdictions, such as the U.S. Army Corps of Engineers, require all three criteria (“three-parameter”) to be present to define the extent of wetlands. In McKinleyville, a one-parameter definition of wetlands was previously utilized; this project proposes to use a three-parameter approach. The preliminary results of the *McKinleyville Town Center Wetlands Mapping Project* (GHD 2023) include both the extents of one-parameter and three-parameter wetlands within the project boundary and the difference in extents will be analyzed in the biological resources section of the EIR.

According to the *California Natural Diversity Database* (California Department of Fish and Wildlife 2023), there are a number of special-status species with the potential to occur within the project area, including:

- Lyngbye's sedge (*Carex lyngbyei*);
- Northern clustered sedge (*Carex arcta*);
- Siskiyou checkerbloom (*Sidalcea malviflora ssp. patula*);

- Western lily (*Lilium occidentale*);
- Crotch bumble bee (*Bombus crotchii*);
- Obscure bumble bee (*Bombus caliginosus*);
- Western bumble bee (*Bombus occidentalis*);
- Northern red-legged frog (*Rana aurora*);
- American peregrine falcon (*Falco peregrinus anatum*); and
- Fisher (*Pekania pennanti*).

This section of the EIR will assess potential habitat present for special-status species in the area and recommend mitigation measures for the protection of biological resources. If suitable habitat is identified, recommendations may also include the need for additional specific or protocol-level surveys to be conducted during an appropriate time of year, when development is proposed. For example, surveys for the rare plant species should be conducted in June/July, when blooming is known to occur.

Approach

EMC Planning Group will conduct the following steps to complete this section of the EIR:

- Compile and review available project information, including preliminary site plans and aerial photographs, and the *McKinleyville Town Center Wetlands Mapping Project* (GHD 2023);
- Conduct a review to determine the special-status species that have been recorded as occurring within the general project vicinity based on current database searches of California Department of Fish and Wildlife's *California Natural Diversity Database*, the California Native Plant Society *Rare and Endangered Plant Inventory*, the U.S. Fish and Wildlife Service *Endangered Species Program*, the U.S. Fish and Wildlife Service *National Wetlands Inventory*; and other biological studies conducted in the vicinity of the project site, if available;
- Complete a reconnaissance-level field survey to (1) identify and map the principal plant communities; (2) assess the potential for special-status species and their habitats, assess the potential for wildlife movement corridors, confirm the presence of potentially jurisdictional wetlands and waterways, regulated trees, and other significant biological resources to occur; and (3) identify and map any observed locations of special-status species and/or habitats;
 - Plant and wildlife species observed during the survey will be recorded in field

notes. Any special-status species observed will be reported to the *California Natural Diversity Database* in compliance with California Department of Fish and Wildlife permit requirements, after the information is provided to the client;

- Prepare the biological resources section of the EIR, describing existing habitats and plant and animal species found on the project site, and the occurrence of and/or potential for special- status species and their habitats;
- Analyze the difference between defining wetlands using a one-parameter versus a three- parameter approach, utilizing the results of the *McKinleyville Town Center Wetlands Mapping Project* (GHD 2023);
- Prepare one or more figures to illustrate habitat types and the location(s) of special-status species occurring on or in the vicinity of the project site, if needed; and
- Identify potential impacts to biological resources and provide mitigation measures to minimize potential impacts when possible.

Note: Focused surveys for specific plant and/or animal species are not included in this proposed scope of work. The presence or absence of certain species can be determined during the reconnaissance-level site assessment. If appropriate habitat for other sensitive species is observed during the site assessment, species-specific surveys may be required (i.e., surveys for annual plants not in bloom at the time of the reconnaissance-level survey, protocol-level surveys for special-status wildlife species, etc.).

Cultural Resources

Issues

The project site includes four locations (structures) that are considered by the County to be a historic site and cultural resource. The project site is also located under one mile east of the ocean and under one-half mile south of the Widow White Creek, which could increase the likelihood that cultural resources are accidentally discovered during ground disturbance activities.

Approach

- Review archaeological report to be provided by the County (prepared by the senior housing project developer).
- Prepare the cultural resources section of the EIR. EMC Planning Group would conduct the following steps to complete this section of the EIR:
 - Review responses to the NOP pertaining to cultural resource issues;

- Identify and describe the County’s historic sites that could be impacted by future development within the project site;
- Summarize the results of the archaeological report;
- Review the County’s General Plan policies for use in potential mitigation measures; and
- Identify potential historic and unique archaeological resources impact that may occur, and identified additional mitigation measures, if necessary.

Hydrology and Water Quality

Issues

The central and western portions of the project site are currently undeveloped, and the remaining portions of the site are developed. Development in the undeveloped areas would result in new impervious surfaces that will change existing drainage patterns on the site. The site is not located within a flood hazard zone, but the proposed project could impede or redirect flood flows.

The McKinleyville Community Services District services the water needs of McKinleyville. Therefore, the *McKinleyville Community Services District FINAL 2020 Urban Water Management Plan* will be utilized for this section of the EIR. The water that serves McKinleyville is not from groundwater, this is discussed in more detail under Water and Sewer below.

The state’s Stormwater Resources Control Board adopted the small municipal separate storm sewer system (MS4) Permit, also known as the Phase II Permit, in 2013 and has stipulated that it applies to McKinleyville. The small MS4 Permit contains numerous provisions which permittees must address to achieve permit compliance and ensure discharged stormwater quality conforms to permit standards. Future development within the site will be required to comply with this permit.

Approach

EMC Planning Group would complete the following steps for this section of the EIR:

- Review responses to the NOP pertaining to hydrology and water quality issues;
- Review the County General Plan for applicable policies;
- Review and present the existing on-site and surrounding surface water conditions;
- Present the project’s consistency with National Pollutant Discharge Elimination System and Regional Water Quality Control Board requirements for water quality;

- Present the increase in impervious surfaces;
- Present the McKinleyville Community Plan design guidelines to address the increase in run-off associated with the increase in impervious surfaces; and
- Identify impacts and present mitigation measures, if necessary.

Public Services and Recreation Issues

The McKinleyville Union School District serves the project site and includes three schools: Dow’s Prairie (TK-2), Morris Elementary (3-5), and McKinleyville Middle (6-8). Northern Humboldt Union High School District serves the high school age students (9-12) in northern Humboldt County; high school students generated by future development in the project site would attend McKinleyville High School.

The Arcata Fire Protection District operates the McKinleyville Station located at 2149 Central Ave in McKinleyville and would serve the fire protection needs of future development within the project site. The McKinleyville Station’s response area generally includes the northernmost portion of the Arcata Fire Protection District boundaries to the Mad River approximately 1.8 miles south of the project site.

The law enforcement facility located at 1608 Pickett Road in McKinleyville is owned by the McKinleyville Community Services District and operated by the Humboldt County Sheriff’s Department. This law enforcement facility would serve the police protection needs of future development within the project site.

The McKinleyville Community Services District provides parks and recreation services residents in McKinleyville. The McKinleyville Community Services District owns and maintains four parks and many facilities including the Teen and Community Center, Azalea Hall Event Center, Law Enforcement Facility, and the McKinleyville Library. The McKinleyville Community Services District also maintains multiple trails.

Approach

EMC Planning Group would complete the following steps for this section of the EIR:

- Review responses to the NOP pertaining to public services and recreation issues;
- Review the County General Plan for applicable policies;
- Discuss potential impacts to the McKinleyville Union School District and the Northern Humboldt Union High School District;
- Discuss potential impacts to the McKinleyville Community Services District’s law enforcement facility;

- Discuss potential impacts to the Arcata Fire Protection District;
- Identify impacts and present mitigation measures, if necessary.

Water and Sewer

Issues

The McKinleyville Community Services District purchases wholesale treated drinking water from Humboldt Bay Municipal Water District, the regional supplier. Humboldt Bay Municipal Water District operates the Ruth Reservoir and approximately 11 million gallons of water per day from this reservoir is delivered to municipal/district customers. Of this total, a peak flow rate of 2.6 million gallons per day is committed to serve the McKinleyville Community Services District customers. No groundwater is pumped. The McKinleyville Community Services District also provides sewer services to the area and operates its own wastewater management facility.

The EIR will address the capability of the water and sewer facilities of the McKinleyville Community Services District to serve higher density residential uses and whether future development within the project site requires the construction of new or expansion of existing facilities to adequately support the development.

Approach

EMC Planning Group would complete the following steps for this section of the EIR:

- Review responses to the NOP pertaining to water and sewer issues;
- Review the County General Plan for applicable policies;
- Discuss potential impacts to Ruth Reservoir;
- Discuss potential impacts to the McKinleyville Community Services District wastewater management facility; and
- Identify impacts and present mitigation measures, if necessary.

Transportation

Issues

The proposed project would result in an increase in vehicle miles travelled. In addition, the proposed project could create the potential for on- and off-site circulation issues.

Approach

W-Trans will prepare a traffic study to address the non-CEQA issues of traffic operation and parking and will also prepare the Transportation Section of the EIR addressing vehicle miles traveled (VMT). See [Attachment D](#) for W-Trans' detailed scope of work.

Tribal Cultural Resources Issues

The project site is also located under one mile east of the ocean and under one-half mile south of the Widow White Creek, which could increase the potential to accidentally discover tribal cultural resources on the project site during ground disturbance activities.

This scope assumes the County will prepare the offer letter of consultation and conduct AB 52 tribal consultation. EMC Planning Group will not participate in any tasks or meetings unless requested by County staff; a contract amendment may be required should the County request assistance.

Approach

EMC Planning Group would conduct the following steps to complete this section of the EIR:

- Review responses to the NOP pertaining to tribal cultural resource issues;
- Consult with County staff regarding the tribal consultation process and summarize information as appropriate;
- Present the project impacts, if any, and determine the levels of significance; and
- Identify the appropriate mitigation measures agreed to in the consultation process to avoid, minimize, and/or mitigate potentially significant impacts to the tribal cultural resources.

Effects Found Not to be Significant

It is anticipated that all other environmental topics will be adequately addressed in the initial study to be prepared as part of Task 3. Based upon the information provided in the RFP, as well as our very preliminary review, these include:

- Agriculture and Forest Resources;
- Geology and Soils;
- Hazards and Hazardous Materials;
- Mineral Resources;
- Noise;
- Solid Waste; and
- Wildfire.

Cumulative Impacts Summary

This section will address cumulative effects using the “full buildout” method in which impacts are considered in the context of the anticipated development over their current planning period.

Alternatives

This section of the EIR will provide an analysis of a reasonable range of alternatives to the preferred project that would avoid or substantially lessen any of the significant effects of the preferred project. EMC Planning Group will evaluate the following four alternatives, prepared in consultation with County staff: (1) a no-project alternative, which will assume that the project site will not be rezoned; (2) a road diet on Central Avenue not being included; (3) maintaining one parameter wetlands; and (4) a reduced scale alternative that would limit development to two-story buildings.

Long-Term Implications of the Project

This section will address growth-inducing impacts, significant irreversible environmental effects, and significant and unavoidable environmental effects.

Unavoidable Impacts

This section will describe any significant impacts, including those which can be mitigated, but not reduced, to a level of insignificance. Impacts that cannot be alleviated with an alternative will be included as well as their implications and the reasons why the project is being proposed.

Irreversible Impacts

This section will describe any uses of nonrenewable resources during the initial and continued phases of the project that may be irreversible.

Growth-Inducing Impacts

This section will discuss the ways in which the proposed project could foster economic or population growth or the construction of additional housing, whether directly or indirectly, in the surrounding environment. The discussion will include any removal of obstacles to population growth, impacts of existing community service facilities, and individual or cumulative impacts on the environment due to other activities as a result of the project.

Task 5 Public Review EIR and Public Hearing

EMC Planning Group will prepare the public review EIR after reviewing and incorporating all County comments on the administrative draft EIR. EMC Planning Group will electronically provide one PDF version of the public review EIR and appendices for the

County's use in the distribution process. No hard copies will be provided. The County is also responsible for uploading the public review EIR to the County's website, State Clearinghouse, and any other required locations.

Task 6 Notice of Completion and Notice of Availability

EMC Planning Group will prepare the Notice of Completion (NOC) and the Notice of Availability (NOA). A draft of each notice will be provided in an electronic PDF format to the County for review and comment. EMC Planning Group will also prepare the State Clearinghouse Summary form and provide to the County for review and comment.

It is assumed that these notices will be distributed by County staff to the appropriate public agencies and uploaded to the State Clearinghouse. It is also assumed that County staff will post the NOA in the County's chosen newspaper outlet and file the NOA with the County Clerk's office.

Task 7 Administrative Final EIR and Draft Mitigation Monitoring and Reporting Program

Upon completion of the 45-day public review period, EMC Planning Group will evaluate the comments received on the public review EIR and prepare written responses in consultation with County staff. EMC Planning Group will prepare an administrative final EIR, including a draft response to comments document, and draft mitigation monitoring and reporting program (MMRP). EMC Planning Group will provide these documents to the County electronically (PDF).

The budget accommodates responding to up to five (5) agency comment letters/emails, and up to five (5) comments from the public, with the assumption that one (1) of the letters would require significant effort, but no new evaluation. If the level of effort needed to respond to comments exceeds that, use of contingency budget may be required.

Task 8 Final EIR and Final MMRP

EMC Planning Group will prepare a final EIR and provide an electronic (PDF) copy to the County. EMC Planning Group will also prepare the final MMRP after incorporating all County input on the draft MMRP. The final MMRP (PDF) will be provided electronically to the County at the same time as the final EIR.

Task 9 Public Hearings and Staff Support

EMC Planning Group will virtually attend one Planning Commission meeting and one Board of Supervisors meeting regarding the project to address comments on the EIR. This scope also includes the following tasks to be completed only on an as-needed/on-call basis:

- Prepare display maps, power point presentations and presentation materials;
- Participate in review and preparation meeting (virtually) with County staff; and/or
- Prepare written responses to comments raised at hearings by members of the public, Commissioners or Board members.

Note: Costs to attend additional virtual hearings on a per hearing basis are included in the budget.

Task 10 Notice of Determination

EMC Planning Group will prepare the Notice of Determination (NOD) and provide an electronic (PDF) draft version to the County for review and comment. The County will be responsible for uploading the NOD to the State Clearinghouse, filing the NOD with the County Clerk's Office, and paying the County Clerk filing fees.

1.3 Assumptions

- The kick-off meeting will be no more than one hour in length;
- County Planning and Building Department will provide EMC Planning Group with the project description to be used in the NOP and as a foundation for the project description used in the EIR;
- Deliverables will be provided to County staff in electronic PDF format;
- EMC Planning Group will prepare all CEQA-required noticing and County staff will distribute and circulate all noticing to the State Clearinghouse, County Clerk, responsible agencies and other interested organizations, County website, local newspaper outlet, County library, etc.;
- The budget assumes no more than five (5) agency comment letters/emails, and up to five (5) comments from the public, with the assumption that one (1) of the letters would require significant effort, but no new evaluation. If the level of effort needed to respond to comments exceeds that, use of contingency budget may be required;
- County staff will prepare and provide a consultation request to the appropriate Native American Tribes with ancestral territory over the project area consistent with AB 52;
- County staff will conduct AB 52 consultation;
- The draft regional climate action plan that, as of April 2023, was considered a public review version may not be adopted and available in time for streamlining the GHG impact analysis for the proposed project. Therefore, in the absence of a local GHG reduction

plan, the adopted BAAQMD guidance for GHG thresholds of significance will be used to assess the significance of GHG emissions as directed by the air district;

- Meetings with County staff will be conducted virtually, with the exception of the scoping meeting;
- Public hearings will be attended virtually by EMC Planning Group and W-Trans; and
- The budget includes all of the tasks outlined in Task 9, Public Meetings; however, these tasks will only be completed on an as-needed/on-call basis.

1.4 Budget and Schedule

The budget and schedule are presented on the following pages.

1.5 Contract Terms and Conditions

EMC Planning Group requests the following change to the Professional Services Agreement:

Section 4.0, Compensation, C. Additional Services – We would like to delete the following sentence: “*CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.*”

The County will get regular monthly invoices showing the status of work and budget remaining.

EMC Planning Group
Revised Proposal
McKinleyville Town Center EIR Proposal
December 28, 2023

EXHIBIT B
SCHEDULE OF RATES
EMC Planning Group Inc.
FY 23-24 Through FY 24/25

McKinleyville Town Center EIR Budget (Revised December 28, 2023)											
Task	EMC Planning Group Inc.									Total Hours	Total Cost
Staff	Senior Principal	Associate Planner	Reg. Prof. Archaeologist	Principal Biologist	Senior Biologist	Graphics	Production Manager	Admin./ Production			
Billing Rate (Per Hour)	\$275.00	\$165.00	\$145.00	\$210.00	\$170.00	\$140.00	\$125.00	\$115.00			
1. Project Management	15	25	0	0	0	0	0	15	55	\$9,975.00	
2. Kick-off Meeting	2	2	0	0	0	0	0	0	4	\$880.00	
3. Initial Study, Notice of Preparation, and Scoping Meeting	43	64	0	2	4	8	0	2	123	\$24,835.00	
4. Admin Draft EIR	66	322	8	6	65	21	8	2	498	\$88,920.00	
5. Public Review EIR and Public Hearing	4	20	0	0	0	2	3	1	30	\$5,170.00	
6. Notice of Completion and Notice of Availability	1	5	0	0	0	0	0	0	6	\$1,100.00	
7. Admin Final EIR and Draft MMRP	8	26	0	5	0	0	9	1	49	\$8,780.00	
8. Final EIR and Final MMRP	6	8	0	0	0	0	3	1	18	\$3,460.00	
9. Public Hearings and Staff Support (As needed to complete as assigned)	32	32	0	0	0	5	4	1	74	\$15,395.00	
10. Notice of Determination	1	1	0	0	0	0	0	0	2	\$440.00	
Subtotal (Hours)	178	505	8	13	69	36	27	23	Total Hours	Total Cost	
Subtotal (Cost)	\$48,950.00	\$83,325.00	\$1,160.00	\$2,730.00	\$11,730.00	\$5,040.00	\$3,375.00	\$2,645.00	859	\$158,955.00	

Additional Costs	
Production Costs	\$0.00
Travel Costs	\$1,453.00
Postal/Deliverables	\$0.00
Miscellaneous (CNDDDB Records)	\$25.00
Administrative Overhead 15%	\$221.70
Total	\$1,699.70

Subconsultant Fees	
W-Trans	\$83,000.00
Subconsultant Overhead 15%	\$12,450.00
Total	\$95,450.00

Total Costs	\$256,104.70
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Contingency Fee (10%)	\$25,610.47
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OPTIONAL TASKS	
1. Cost per additional in-person hearing	\$4,500.00
2. Cost per additional virtual hearing	\$1,100.00

NOTE: This proposed budget is valid for 90 days

EXHIBIT D
SCOPE OF SERVICES
SubContractor: W-Trans
FY 23-24 Through FY 24/25



McKinleyville Town Center Project EIR (Revised December 27, 2023)

Understanding

It is understood that the focus of the EIR will be on a modification of the Zoning Ordinance guiding development in the Town Center of McKinleyville, which encompasses approximately 134 acres on 45 parcels generally bounded by Railroad Drive to the North, Holley and Heartwood Drives to the south, McKinleyville Avenue to the west and Central Avenue and Hummingbird Drive to the east.

Scope of Services

The following scope of services is based on the information provided in the Request for Proposals dated September 12, 2023 and subsequent conversations with County staff.

Study Area

The study area will encompass the primary street system, including the following roadways.

1. Railroad Drive
2. Hiller Road
3. Heartwood Drive
4. Central Avenue
5. McKinleyville Avenue
6. Murray Road

The following eight study intersections would be included based on input from staff.

1. Murray Avenue/McKinleyville Avenue
2. Murray Avenue/Central Avenue
3. Railroad Drive/McKinleyville Avenue
4. Railroad Drive/Central Avenue
5. Hiller Avenue/McKinleyville Avenue
6. Hiller Avenue/Central Avenue
7. Heartwood Drive/McKinleyville Avenue
8. Heartwood Drive/Central Avenue

Project Initiation

1. The Project Manager will participate in a kick-off meeting with the consultant team and County staff to define the goals and objectives of the project, fine-tune the scope and schedule, and establish communication protocols. It is assumed that this meeting will either be virtual or in conjunction with a site visit. Following this meeting the scope will be adjusted if necessary, though it is anticipated that any changes would need to be cost-neutral to avoid modifying the contract amount.
2. A site visit will be performed to review the area and gain a better understanding of the existing circulation network, including streets, sidewalks, bike paths, and trails as well as right-of-way controls. Photographs will be taken to document current field conditions.
3. Machine counts will be obtained for a period of 24 hours on all six study segments. New multi-modal turning movement counts will be obtained for the morning and evening peak periods at all eight study intersections.

Project Description Refinement

4. The data obtained will be used to evaluate current operating conditions at the study intersections during both peak periods.
5. A review of the project's parking standards will be conducted to estimate the effects of the proposed reduced parking supply on vehicle trip generation. Resources such as the California Air Pollution Control Officers Association *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (CAPCOA) will be used to quantify the likely reduction in vehicle trip generation resulting from an absence of minimum parking requirements and/or presence of maximum parking requirements.
6. The trip generation for the project area will be developed on a parcel-specific basis, if possible. The rates applied will be adjusted as appropriate to reflect the reduced parking standards as discussed in Task 5. These trips will then be distributed to the local roadway network and operating conditions at the study intersections evaluated assuming existing controls and geometrics are maintained.
7. The lane configurations for any intersections where a reduction in the number of lanes is being considered will be used to determine the resulting effect on operation. It is anticipated that this information would be beneficial in fine-tuning and finalizing the project description prior to initiating work on the EIR.
8. Input will be provided to the project team for use in finalizing the project description.

Traffic Study

While not a part of the CEQA process, it is understood that the potential for the project to affect traffic operation is a concern to the community. A stand-alone traffic study will therefore be prepared to address the non-CEQA issues of traffic operation and parking.

9. Traffic operation under existing volumes, controls and lane configurations will be determined and presented in text, a summary table, and figures.

10. Build-out volumes for the study intersections under current zoning will be obtained from the County's model and used to project future operating conditions with the current controls and lane configurations.
11. Project trips will be added, and operation evaluated under Existing plus Project and Future plus Project volumes. Conditions both without and with any proposed changes in configuration, such as the potential "road diet" on Central Avenue, will be evaluated to determine the effect of such a change compared to maintaining existing geometrics.
12. A draft report providing details of the analysis, conclusions, and recommendations will be provided for review.
13. Following one round of review, the traffic study will be finalized.

EIR

14. An administrative draft EIR transportation section will be prepared in a format consistent with the master document to address the four bullet points identified in CEQA, as follows:
 - a. Consistency with programs, plans, ordinances, and policies addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities, will be evaluated in light of the anticipated increase in use of alternative modes associated with the project.
 - b. The potential for the project to conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b) will be evaluated based the project's anticipated Vehicle Miles Traveled (VMT). Project-specific model runs will be prepared for this analysis using the Humboldt County model, though because the focus of the rezoning is to intensify development and promote non-vehicular modes of travel, it is anticipated that the impact of the proposed zoning compared with the existing zoning will be a net benefit. The model run will be used to generate baseline VMT per capita, VMT per employee, and total VMT, which would be applied in the analysis depending on the proposed land uses and in a manner consistent with relevant County policies, if there are any by that time. The assumed analysis scenarios are Existing, Existing plus Project, Future, and Future plus Project. It is assumed that modeling will be conducted for the preferred land use, including the proposed road diet on Central Avenue, as well as up to one additional alternative.
 - c. The potential for the project to impact safety will be evaluated in terms of the need for new or additional turn lanes at any of the study intersections well as the adequacy of stacking space in dedicated turn lanes to accommodate additional queuing due to adding project-generated trips and need for additional right-of-way controls.
 - d. e project will be evaluated to determine if it would result in inadequate emergency access or not. Because this is a programmatic-level analysis, this issue will be addressed qualitatively. Consider need for center two-way left-turn lane with the road diet.
15. Internal comments on the administrative draft EIR section will be addressed to achieve a section ready for agency review.

16. Comments on the administrative draft section will be addressed and a draft EIR section produced.
17. The Project Manager will be available to virtually attend a hearing in front of the Planning Commission to obtain comments.
18. Comments on the transportation section of the EIR will be addressed in writing. A nominal effort on the EIR is anticipated, so only six hours have been allocated for this task.
19. The Project Manager will be available to virtually attend a hearing in front of the Board of Supervisors to certify the Final EIR.

EXHIBIT E
SCHEDULE OF RATES
SubContractor: W-Trans
FY 23-24 Through FY 24/25

McKinleyville Town Center EIR
W-Trans Fee Estimate

HOURS BY STAFF MEMBER								
Task	Dalene Whitlock	Brian Caneppa	Barry Bergman	Cameron Nye	Nathan Sarafian	Admin 1	Misc	Total Hours
Project Initiation	2	0	0	13	0	2	\$7,760	17
Project Description Refinement	7	12	0	19	50	0	\$0	88
Traffic Study	11	0	4	28	52	20	\$0	115
EIR	21	0	24	27	40	3	\$12,165	115
	41	12	28	87	142	25	\$19,925	335

FEE AT HOURLY RATES INDICATED								
Task	\$355	\$275	\$215	\$190	\$135	\$140	LS	TOTAL
Project Initiation	\$710	\$0	\$0	\$2,470	\$0	\$280	\$7,760	\$11,220
Project Description Refinement	\$2,485	\$3,300	\$0	\$3,610	\$6,750	\$0	\$0	\$16,145
Traffic Study	\$3,905	\$0	\$880	\$5,320	\$7,020	\$2,800	\$0	\$19,905
EIR	\$7,455	\$0	\$5,160	\$5,130	\$5,400	\$420	\$12,165	\$35,730
	\$14,555	\$3,300	\$6,020	\$16,530	\$19,170	\$3,500	\$19,925	\$83,000

These rates are valid for work performed prior to December 31, 2024. Work performed after January 1, 2025, and any subsequent year may be billed at the revised rates established for that year. * Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.67/mile effective January 1, 2024) plus 10 percent.