




AGENDA ITEM NO.
C-17

COUNTY OF HUMBOLDT

For the meeting of September 5, 2017

Date: August 10, 2017

To: Board of Supervisors

From: John H. Ford, Director of Planning and Building 

Subject: Titlow Hill General Plan Amendment, Rezone Petition and contract authorization for the preparation of a Programmatic Environmental Impact Report (EIR) for the General Plan Amendment and Zone Reclassification and subsequent Subdivision Map Act certification
Application Number 13475
Case Numbers GPP-17-001, ZRP-17-001
Titlow Hill/Redwood Creek area

RECOMMENDATION(S):

That the Board of Supervisors:

1. Accept the General Plan Amendment and Rezone petition by approving the attached resolution (Attachment 1) based on the findings in the staff report and testimony received about the project.
2. Direct the Clerk of the Board to give notice of the decision to accept the petition to the applicant, the Assessor's Office and any other interested party.
3. Authorize the Director of Planning and Building to execute the attached Agreement (Attachment 4) between the County of Humboldt (County) and Michael Baker International (Consultant) for preparation of a Programmatic Environmental Impact Report (EIR) for the Titlow Hill General Plan Amendment, Zone Reclassification and Subdivision Application.

Prepared by Cliff Johnson, Senior Planner

CAO Approval 

REVIEW:	Auditor _____	County Counsel _____	Human Resources _____	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Sundberg Seconded by Fennell

Supervisor

Ayes Sundberg, Fennell, Bass, Bohn, Wilson

Nays _____

Abstain _____

Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Sep. 5, 2017

By: 

Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING: The source of funding is the Planning and Building Department EIR contractors' trust fund, fund number 3575, in budget unit 1100-277. The fund was established for funding EIR work required for the permitting process. The trust fund contains a combination of court ordered restitution funds (*People of the State of California v. Kenneth Melvin Bareilles*) and property owner deposits. Property owners interested in bringing their lots into a legal status have been contributing to this fund. As of August 8, 2017 this fund contained \$234,000 deposited for this project.

DISCUSSION

Petition

The Humboldt County Planning Division received a petition requesting that the Board accept an applicant-initiated General Plan Amendment and Zone Reclassification (Attachment 2). The petition, which has been signed by the owners of more than 50 percent of all parcels in the project area, seeks to change the designation of approximately 5,192 acres currently planned Agriculture Grazing (AG) to Agricultural Lands with a 40 acre per dwelling unit density (AL40). The AL40 designation will become the RA40 designation on the adoption of the county's General Plan Update. The Amendment will also facilitate a Zone Reclassification of these lands from Unclassified (U) to Agriculture General (AG). The zoning amendment is necessary to implement the proposed general plan designation with a site specific zoning designation. The proposed Amendment will allow for the potential approval of the previously unpermitted subdivision of approximately 60 parcels for residential and agricultural purposes.

Consultant contract for preparation of the EIR

Should the Board of Supervisors accept the General Plan and Zone Reclassification Petition, certification of a Final Environmental Impact Report (EIR) will be required before the Amendment can be approved. The EIR will also be utilized to facilitate the analysis of subsequent actions, such as subdivision certification of individual lots and commercial cannabis entitlements. A Request for Proposals (RFP) to secure bids to prepare this EIR was circulated on June 30, 2017 and included a deadline of July 21, 2017 for submission of bids. Proposals were received by two consulting firms: Planwest Partners, Inc. and Michael Baker International. Michael Baker International was chosen based on the responsiveness to the RFP and the technical expertise in specific subject areas of importance to the environmental review of this project. The base budget for the contract with Michael Baker is \$199,567. The Board's approval is required for authorization for the Planning Director to sign the contract to prepare the EIR. The contract is included as Attachment 4.

Summary

The project area is located approximately 12 miles west of the town of Willow Creek, and immediately west of Berry Summit and south of state Highway 299.

Basis of Petition: Base information or physical conditions have changed.

The applicant states that base information or physical conditions have changed and that the amendment is necessary to maintain established uses that are otherwise consistent with a comprehensive view of the plan. The project site was classified as Agricultural Grazing in 1984 with the adoption of the county's Framework Plan. At that time, this area was primarily held in a single ownership and was utilized almost exclusively for cattle grazing and timber production. Currently, approximately 2,100 acres of this area has been divided into parcels ranging in size from 37 to 120 acres. A substantial amount of new roads, water storage facilities, residences, and other non-agricultural development has occurred within this area. Additionally, a substantial portion of this area has been converted to cultivation of commercial cannabis. These are examples of how the base information of the property has changed.

Staff believes that the findings for accepting the amendment can be made on the basis of the submitted evidence.

Issues

Should the General Plan and Zone Reclassification Petition be accepted, several issues will be more thoroughly analyzed during the General Plan Amendment and Zone Reclassification application review process. Some of these issues include conversion of agricultural land, development of geologically unstable areas, available water to serve residential and intensive agricultural activities, vehicular access, and fire protection. Further analysis of these issues as well as others as they arise will be reviewed as part of the General Plan Amendment process. An Environmental Impact Report review pursuant to the California Environmental Quality Act (CEQA) will be prepared in order to address the impacts of the general plan and zoning amendments as well as existing and potential future development. A previous Environmental Impact Report (Double B Ranch FEIR, 1978) was prepared for a previous subdivision application that includes mitigation measures that remain in effect and must be addressed by subsequent environmental review.

Required Findings

General Plan Petition

Pursuant to Section 1452 of the Framework Plan, Volume I, Plan Amendments may only be initiated by the Board of Supervisors based on a recommendation, by Resolution, of the Planning Commission or requested by members of the public. Section 1452.2 of the Framework Plan establishes findings that must be made, any **one** of which shall be grounds for considering a plan amendment. Specifically, the findings are:

1. Base information or physical conditions have changed; or
2. Community values and assumptions have changed; or
3. There is an error in the plan; or
4. The amendment is necessary to maintain established uses otherwise consistent with a comprehensive view of the plan.

The Board also has the discretion of accepting for consideration any proposed plan amendment even though none of the findings of Section 1452.2 may be able to be made for the specific request. Amendments accepted for consideration are processed as staff resources permit consistent with the Planning Division's budget allocation and work program.

The decision to be made at this time is whether or not the Board will accept the proposed Amendment for processing, review and consideration. If accepted for review and consideration, final approval of the proposed Amendment will be dependent upon additional data that shows the request is both "in the public interest" and "consistent with a comprehensive view of the General Plan."

Zoning Reclassification Petition

Section 312-50.5 of Humboldt County Code specifies that petitions for zoning map amendments shall be 1) in the public interest, and 2) consistent with the General Plan.

Public Interest

The Unclassified (U) zone that presently applies to the site allows many of the same uses allowed in the proposed AG zone. However, the Unclassified zone is a non-specific zoning designation that does not implement any particular general plan designation. The zoning reclassification to AG will be consistent with the proposed general plan designation and achieving consistency between the general plan and zoning ordinance is in the public interest.

Consistent with the General Plan

Table 2-10 of the General Plan (Volume I, Framework) shows the AL – Agricultural Lands Designation that applies to the subject property is compatible with the AG zone, so the proposed AG zone is consistent with the General Plan.

Staff Recommendation

Planning Division staff believes that a finding may be made based on the fact that base information or physical conditions have changed for the project area and that the General Plan Amendment is necessary to maintain established uses. Staff also believes that the zoning reclassification is necessary to maintain consistency between the general plan and zoning ordinance and is therefore in the public interest. Board acceptance of the petition would allow for the necessary in-depth staff analysis of project impacts. As noted above, accepting the petition is only the first step in processing, reviewing and considering this request. Should the Board find "base information or physical conditions have changed," and that the zoning reclassification is in the public interest, staff recommends the Board accept the petition by adopting the attached resolution and directing Planning Division staff to process the application with land use designations and zones as proposed therein.

FINANCIAL IMPACT

There will be no impact on the General Fund. The applicant is responsible for paying all actual costs involved in the processing of the application. If the petition is accepted, an Environmental Impact Report will be required. The Humboldt County Planning and Building Department is managing the EIR Contractors' Trust Fund, which consists of restitution funds directed by the Superior Court to be utilized for an environmental review, and additional deposits made by individual property owners. As of August 8, 2017 this fund contained \$234,000. The county has also received the commitment from many property owners in the project area to pay for the full costs of the environmental review and application processing.

Acceptance of the General Plan and Zone Reclassification Petition supports the Board's Strategic Framework through its core role to enforce laws and regulations to protect residents.

OTHER AGENCY INVOLVEMENT

The project was not referred to other agencies at this stage in the review process. Should the petition be accepted, responsible and trustee state and local agencies will be involved in the referral process of the General Plan Amendment, including Native American Consultation pursuant to SB 18, and as part of the environmental review for the project.

ALTERNATIVES TO STAFF RECOMMENDATIONS

The Board may find that not one of the grounds for considering a plan amendment exists and reject the petition. Alternatively, the Board, under its own discretion, may accept the proposed plan Amendment even though none of the findings of Section 1452.2 may be made for the specific request. The Board may also find that the findings for accepting the zone reclassification petition do not exist and reject the reclassification petition. However, the reclassification and general plan amendment petitions are reliant upon each other to ensure general plan and zoning consistency and therefore staff does not recommend that they be separately accepted or rejected.

Separately, from the petition for the general plan amendment and zone reclassification is the authorization to execute the contract with Michael Baker International for the preparation of the EIR. The Board may decide not to approve the execution of the contract. This alternative is not recommended because it would prevent the county from completing the review of the amendments.

ATTACHMENTS

Attachment 1: Resolution No. 17-70

- Attachment 2: Copy of Petition for General Plan Amendment/Zone Reclassification: Request dated Received February 8, 2017
- Attachment 3: Maps Location Map/Existing and Proposed Land Use Designations
- Attachment 4: Agreement for Consulting Services
Exhibit A: Scope of Work
Exhibit B: Budget

Attachment 1

Resolution No. 17-70

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of September 5, 2017

RESOLUTION NO. 17-70

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF HUMBOLDT APPROVING THE PLAN AMENDMENT AND ZONE RECLASSIFICATION APPLICATION FOR THE TITLOW HILL AREA; CASE NUMBER GPP-17-001/ZRP-17-001.

WHEREAS, Section 65358 of the State Government Code allows the Board of Supervisors to amend the General Plan up to four times in any calendar year; and

WHEREAS, Section 1452.2 of the Humboldt County Framework Plan establishes that, if any one of the following findings are made, a requested plan amendment "shall be considered" by the Board of Supervisors:

1. Base Information or physical conditions have changed; or
2. Community values and assumptions have changed; or
3. There is an error in the plan; or
4. The amendment is necessary to maintain established uses otherwise consistent with a comprehensive view of the plan.

WHEREAS, property owners have submitted an application requesting a plan amendment and zone reclassification for property located in Sections 13, 24, 25, and 36 of Township 6 North, Range 3 East, and Sections 19, 29, 30, 31, and 32 of Township 6 North, Range 4 East, and Sections 5, 6, and 7 of Township 5 North, Range 4 East and Section 12 of Township 6 North, Range 3 East, Humboldt Meridian: Case No. GPP-17-001/ZRP-17-001; and

WHEREAS, Planning and Building Department, Planning Division, staff has evidence within planning files in support of finding that base information or physical conditions have changed and that the amendment is necessary to maintain established uses otherwise consistent with a comprehensive view of the plan, and that the zoning reclassification is in the public interest.


NOW, THEREFORE, BE IT RESOLVED by the Humboldt County Board of Supervisors that the following findings are hereby made:

1. There is factual evidence in support of the proposed general plan amendment and reclassification application: base information or physical conditions have changed and the reclassification is in the public interest.

BE IT FURTHER RESOLVED that based on the above findings, the findings in the staff report, evidence in the file for the project, and public testimony received on the project, the Board of Supervisors accepts the Titlow Hill General Plan and Zone Reclassification Petition; Case No. GPP-17-001/ZRP-17-001.

BE IT FURTHER RESOLVED that the Clerk of the Board is directed to provide notice of this decision to all interested parties.

Dated: September 5, 2017



VIRGINIA BASS, Chair
Humboldt County Board of Supervisors

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of September 5, 2017

RESOLUTION NO. 17-70


Adopted on motion by Supervisor Sundberg, seconded by Supervisor Fennell, and the following vote:

AYES: Supervisors Sundberg, Fennell, Bass, Bohn, Wilson
NAYS: Supervisors --
ABSENT: Supervisors --
ABSTAIN: Supervisors --

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.


By ANA HARTWELL
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

Attachment 2

Petition for General Plan Amendment/Zone Reclassification

APPLICATION FORM

Humboldt County Planning and Building Department

Planning Division ♦ 3015 H Street ♦ Eureka, CA 95501-4484 ♦ ph (707) 445-7541 ♦ fax (707) 268-3792
Kevin R. Hamblin ♦ Director

INSTRUCTIONS:

1. Applicant/Agent complete Sections I, II and III below.
2. It is recommended that the Applicant/Agent schedule an Application Assistance Meeting with the Assigned Planner. A minimal fee is required for this meeting. This is **not** mandatory; however, prearranged appointments with the Assigned Planner will answer questions regarding application submittal requirements and help avoid processing delays (the Planner on Duty or Receptionist can identify the Assigned Planner for you).
3. Applicant/Agent needs to submit all items marked on the reverse side of this form (which will be completed by Staff).

SECTION I

APPLICANT (Project will be processed under Business name, if applicable.)

Business Name: Ken Bareilles Investment Co.
 Contact Person: Ken Bareilles
 Mailing Address: 533 E Street
 City, St, Zip: Eureka, CA. 95501
 Telephone: 707-443-9338 Fax: 707-444-9534
 Email: None

AGENT (Communications from Department will be directed to agent)

Business Name: _____
 Contact Person: _____
 Mailing Address: _____
 City, St, Zip: _____
 Telephone: _____ Fax: _____
 Email: _____

OWNER(S) OF RECORD (If different from applicant)

Owner's Name: See Attached List of Owners
 Mailing Address: See Attached List of Owners
 City, St, Zip: Attached
 Telephone: Attached Fax: _____

Owner's Name: _____
 Mailing Address: _____
 City, St, Zip: _____
 Telephone: _____ Fax: _____

LOCATION OF PROJECT

Site Address: Titlow Hill/ Redwood Creek area Assessor's Parcel No(s): See attached
 Community Area: _____ Parcel Size (acres or sq. ft.): 40 acre average
 Is the proposed building or structure designed to be used for designing, producing, launching, maintaining, or storing nuclear weapons or the components of nuclear weapons? YES NO

SECTION II

PROJECT DESCRIPTION REQUEST ZONE CHANGE AND GENERAL PLAN CHANGE TO RA-40

Describe the proposed project (attach additional sheets as necessary): Approximately 40 to 45 parcels were created in that area without subdivision permits. Ken and Linda Bareilles created 33 of the above referred parcels between 1992 and 2007. Other owners of 160 acre parcels also created some illegal parcels from their parcels without Subdivision Map Act compliance and county permits. This Application is for Humboldt County to start the process to Amend the General Plan in that area to allow parcels of 40 acres or one/16th of a section in size, and to change the zoning for that area to allow the existing parcels in the area to conform to the amended General Plan and Zoning.

SECTION III

OWNER'S AUTHORIZATION & ACKNOWLEDGEMENT

I hereby authorize the County of Humboldt to process this application for a development permit and further authorize the County of Humboldt and employees of the California Department of Fish and Wildlife to enter upon the property described above as reasonably necessary to evaluate the project. I also acknowledge that processing of applications that are not complete or do not contain truthful and accurate information will be delayed, and may result in denial or revocation of approvals.

Ken Bareilles
Kenneth M. Bareilles April 6, 2016
 Applicant's Signature Date

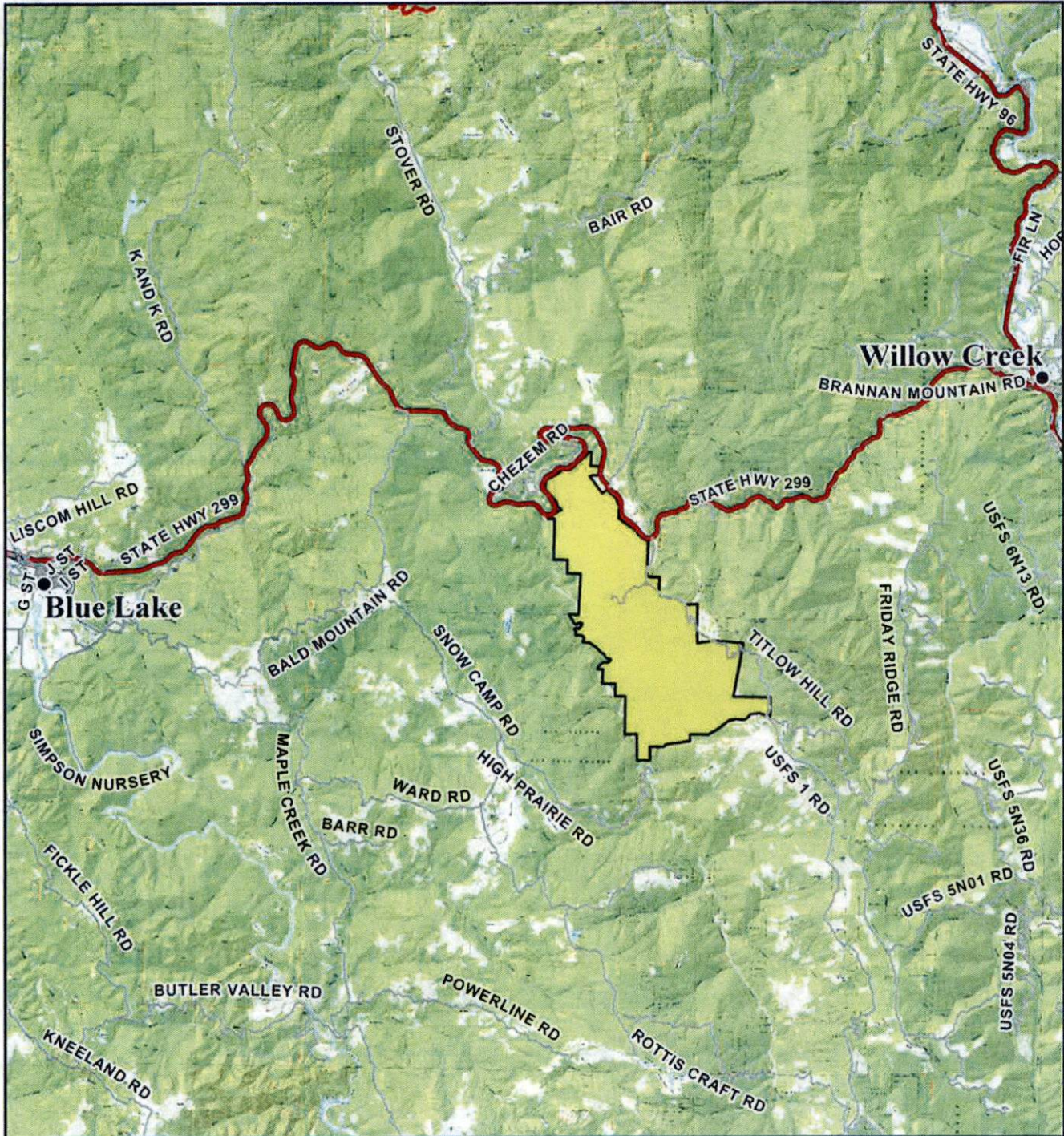
If the applicant is not the owner of record: I authorize the applicant/agent to file this application for a development permit and to represent me in all matters concerning the application.

 Owner of Record Signature Date

 Owner of Record Signature Date

Attachment 3

Maps



Titlow Hill General Plan Amendment Location Map

Subject Area =

This map is intended for display purposes and should not be used for precise measurement or navigation. Data has not been completely checked for accuracy.



Proposed General Plan Amendment

This map is intended for planning purposes only and is not intended for legal property boundary determinations or precise measurement. Map compiled by Humboldt County Planning and Building Department, June 2017

ArcMap 10.4 File: H:\arps\Violations\2017\Titlow_Hill_GPLU_Amed.mxd

PDF File: H:\Plots\Violations\2017\Titlow_Hill_GPLU_Amend.pdf



**Current AG
Proposed AL**

Legend

- Current Parcels
- B & B Ranch Contiguous Property
- Current General Plan**
- AG - Agricultural Grazing
- AE - Agricultural Exclusive
- T - Timberland
- AL20-160 - Rural Residential
- AR5-20 - Agricultural Rural
- AS 5-2 1/2 - Agricultural Suburban
- RL - Residential Low Density
- RM - Residential Medium Density
- CG, CR, CS - Commercial
- IG - Industrial
- RCC - Rural Community Center
- CPA - Community Planning Area
- P - Public Lands
- PF - Public Facility



Attachment 4
Agreement for Consulting Services

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MICHAEL BAKER INTERNATIONAL
FOR FISCAL YEARS 2017-18 THROUGH 2018-19**

This Agreement, entered into this ____ day of _____, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Michael Baker International, Inc., a Pennsylvania C Corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Planning and Building Department, desires to retain the services of a qualified professional to prepare the California Environmental Impact Report for a Titlow Hill General Plan Amendment, Zone Reclassification, and Subdivision Application; 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 specially trained, skilled, experienced and qualified to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Approach and Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Director of Planning and Building or designee thereof.

2. TERM:

This Agreement shall begin upon signing and shall remain in full force and effect until December 2018, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. 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 of any termination of this Agreement, 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 One Hundred Ninety Nine Thousand, and Five Hundred Sixty-Seven Dollars (\$199,567). 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 for services provided 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 – Detailed Budget, which is attached hereto and incorporated herein by reference.
- 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. 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 of Planning and Building 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 will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Planning and Building Department – Current Planning
 Attention: Paula Mushrush
 3015 H Street
 Eureka, CA 95501

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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
Attention: John H. Ford
3015 H Street
Eureka, CA 95501
jford@co.humboldt.ca.us

CONTRACTOR: Michael Baker International, Inc.
Attention: Tad Stearn, Vice President
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
tstearn@mbakerintl.com

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter 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 hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, of which CONTRACTOR has been made aware of, the records shall be retained until completion and resolution of all issues arising therefrom. The books and 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 hereunder, 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 final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any 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 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, but not limited to, 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, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, 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 the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

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, but not limited to: 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 Laws. 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 standards and 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including 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 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.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below 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 comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace 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 the following:
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 pursuant to the terms and conditions of this Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

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, reasonable 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 insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if 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 by CONTRACTOR 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 provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term 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, licensees, invitees, 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 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. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, 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, 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 claim (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. 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, 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, 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 without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions 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 insured shall not operate to impair the rights of one 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 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. Except for professional liability insurance, any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, 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 or County Counsel. 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 terminate 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.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement 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
kgreen@co.humboldt.ca.us

CONTRACTOR: Michael Baker International, Inc.
Attention: Tad Stearn, Vice President
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
tstearn@mbakerintl.com

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement 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, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms 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 AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

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 or violation of any requirement 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 or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

24. 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.

25. 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.

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 and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation. CONTRACTOR shall not be held liable for any modification or reuse of COUNTY-owned property for purposes outside this Agreement.

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:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, 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 Director of Planning and Building.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision

of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including 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.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – 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 party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement 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 of such party and without 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 its 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. 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

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.

MICHAEL BAKER INTERNATIONAL, INC.:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

John H. Ford
Director Planning and Building

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit A – Scope of Approach and Services

Exhibit B – Detailed Budget

EXHIBIT A
SCOPE OF APPROACH AND SERVICES
MICHAEL BAKER INTERNATIONAL, INC.

A | APPROACH AND SCOPE

Michael Baker's environmental staff uses a variety of tools to evaluate a project's potential for significant impacts on the environment, identify performance standards for mitigation measures, and support our environmental assessment. Our staff has years of expertise with the processing requirements of CEQA documents, which will ensure that the environmental documents will meet the needs and expectations of the County and any other responsible agency (with regulatory and/or permitting oversight).

Our evidence-based methods for determining environmental impacts used on the Titlow Hill project will include modeling software used for analyzing air quality, greenhouse gas emissions, noise, and traffic. We have included **H. T. Harvey & Associates** on our team for biological resources and **Wildscape Engineering** for hydrology and water quality. We are confident that our team of experts will offer the County the highest level of technical expertise to provide a technically accurate and legally defensible environmental document. For more information regarding our specific staff and technical expertise, see Section B, Project Team, and Section C, Qualifications.

PROJECT UNDERSTANDING

The 6,250-acre project site is located in central Humboldt County, south of State Route (SR) 299 and primarily west of Titlow Hill Road. The project site includes 120 individual parcels and is located 12 miles west of Willow Creek in a rural, unincorporated area. Access to the project site is via Titlow Hill Road, a County-maintained roadway, and various graded roads that spur off Titlow Hill Road. The project site includes areas of forest, open grassland, and prairie and is home to many species, including the northern spotted owl.

The project proposes to modify the Humboldt County General Plan designation for the project site, from Agricultural Grazing (AG) to Agricultural Lands with a 40-acre per unit density (AL40). The project would amend zoning on the site from Unclassified (U) to Agriculture General (AG). The ultimate purpose of the General Plan Amendment and rezoning is to facilitate the County either issuing a certificate of compliance or allowing approval of a subdivision map for parcels on the site that were illegally subdivided. The County has received approximately 43 individual commercial medical cannabis cultivation permit applications from owners on the project site. Once the General Plan Amendment and rezoning is complete and parcels can be legally subdivided, the County will consider the commercial medical cannabis cultivation permit applications.

The project site was the subject of a previous EIR in 1978 for subdivision of the area into 135 parcels. Since that time, approximately 62 parcels were subdivided in violation of County and state subdivision requirements. These parcels range in size from 37 to 120 acres (totaling approximately 2,100 acres). Many of the parcels have been developed with residences, greenhouses, roads, septic systems, and other development that was constructed without permits. Additionally, the source of water for most residential and agricultural activities in the area is surface water diversions. Property owners within the project site have petitioned the County to amend the General Plan designation and zoning on the site in order to facilitate legal recognition of illegally created subdivisions.

ENVIRONMENTAL APPROACH

Our environmental approach is based on a review of the RFP, discussion with County staff, review of available County planning and environmental documents, our expertise with program- and project-level analyses, and our experience working on Humboldt County projects.

Although an EIR for the original subdivision of the area was prepared in 1978, a final subdivision map was never approved. Since that time, development has occurred on various parcels and natural conditions have changed on the site. Additionally, both state and federal regulations and listing for sensitive and endangered species, water quality, cultural resources, air quality, and greenhouse gases have changed over the nearly 40 years since the 1978 EIR.

Therefore, based on discussion with County staff, the age of the original EIR, our understanding of the purpose of the project, and the change in conditions on the site (man-made, natural, and regulatory), we propose to prepare a new EIR and not tier the analysis from the 1978 EIR. However, we will review the information contained in the 1978 EIR, including the original mitigation measures, and incorporate relevant information as appropriate. Consistent with CEQA Guidelines Section 15125(a), the EIR would consider the existing unpermitted development (including roads, structures, wells, water storage and diversions, stream crossings, grading, greenhouses, and commercial cannabis cultivation operations at the time of the Notice of Preparation (NOP)) as the environmental baseline for the EIR. Mitigation measures will be recommended to bring existing development on the site in compliance with state and federal regulations and standards.

Due to the nature of the proposed project, the EIR approach would be both programmatic for the overall land use changes and any future applications or uses that could result from the project, and project level to address the individual commercial medical cannabis cultivation permit applications. To meet the County's objective to prepare an environmental document that will allow the legal subdivision of parcels and approval of pending permit applications, we propose a full-issue EIR that analyzes all CEQA Guidelines Appendix G topics.

The proposed scope of work, including technical analyses, is provided below. This scope was prepared using the following assumptions:

- The County will provide permission to enter properties from the landowners.
- Since the extent of existing and proposed improvements is unknown, site surveys for biological resources and cultural resources have been estimated at approximately 450 acres or 120 hours (60 hours each for biological resources and cultural resources).

SCOPE OF WORK

Task 1. Project Initiation

Task 1a. Kickoff Meeting

This task includes a kickoff meeting, data collection, and site visit. The purpose of the kickoff meeting is to (1) introduce Ms. Hardt-Holoch to County staff; (2) discuss the project components; (3) collect any relevant reports and/or data; (4) discuss the desired format of the environmental documents; (4) resolve issues regarding overall assumptions; (5) identify other key contacts; (6) discuss communication protocols; and (7) discuss the overall project schedule. The kickoff meeting will also include attendance by local H. T. Harvey staff. Other key Michael Baker team members, as necessary, will participate via conference call. We will also conduct a visit to the site to observe overall existing conditions.

Task 1b. Project Description

Michael Baker International will review all relevant project description materials and will prepare a preliminary version of the Project Description. The Project Description will describe the project site regional and vicinity location, project components, project objectives and goals, and a list of required approvals. The Project Description will include details related to project phasing and construction, and any potential water or energy conservation measures, as available. Additionally, it will describe historic and current uses and conditions, existing structures, and existing roadway and infrastructure. We will include up to ten (10) graphics to illustrate the area, and if available, project-level components.

Task 1c. Notice of Preparation

We will prepare a Notice of Preparation (NOP) for County review. Consistent with CEQA Guidelines Section 15125(a), the NOP would set the environmental baseline for the EIR (the existing unpermitted development [including roads, structures, wells, water storage and diversions, stream crossings, grading, greenhouses, and commercial cannabis cultivation operations]). Any final edits will be made to the NOP and the final version will be prepared for County distribution. We will prepare the Notice of Completion (NOC) as required for submittal with the NOP. Michael Baker will submit the NOP and NOC to the State Clearinghouse on the County's behalf. Additionally, we will submit the NOP to the Humboldt County Clerk. At the County's request, we can provide a budget for publication of the NOP in area newspapers or distribution via direct mail to a County-provided list of recipients.

As an option, we can prepare an Initial Study (IS) based on Appendix G from the current version of the CEQA Guidelines to accompany the NOP. However, the purpose of the Initial Study is generally to focus the analysis in the EIR by providing information on topics which would have no or less than significant impacts and that do not require detailed analysis in the EIR. Due to the proposed uses and location of the project, we anticipate a full-issue EIR; therefore, preparation of an IS would not be particularly helpful in reducing the scope of the EIR analysis.

Task 1d. Public Scoping Meeting

During the public review period for the NOP, Michael Baker staff will assist the County in conducting a public scoping meeting. We will present the proposed environmental topics and scope of work for the EIR and will record all comments received. If the County anticipates significant public comment on the project scoping, the County may wish to have a court reporter present to record comments.

After the close of the NOP circulation period, we will review and summarize all oral and written responses to the NOP in a scoping comments summary. We will consult with County staff to confirm that the proposed scope of work addresses all CEQA-related topics raised by commenters that have not already been considered and discussed with the County.

Task 2. Draft EIR

Task 2a. Administrative Draft EIR

Michael Baker will prepare a program- and project-level EIR to analyze the impacts of the overall land use changes and the individual commercial medical cannabis cultivation permit applications, as well as any future applications or uses that could result from the project. The Administrative Draft EIR will include all sections required by CEQA Guidelines Sections 15120 through 15132.

Introduction

The Introduction will briefly describe the extent of CEQA analysis, environmental resource areas that were scoped out (if any) with an explanation as to why they were scoped out, the purpose of the EIR, its intended uses, and a request that comments be restricted to the subjects addressed in the analysis.

Executive Summary

The Executive Summary will provide a succinct synopsis of the environmental analysis. This summary will include a brief project overview, a list of project-specific objectives, a summary of significant environmental effects, and mitigation measures that would reduce or avoid those effects. Project impacts will be organized in a table format that clearly identifies any mitigation measures, the level of significance after mitigation, and any significant and unavoidable impacts.

Project Description

The Project Description prepared under Task 1b will be incorporated in the Administrative Draft EIR.

Environmental Analyses

We will address all environmental resource areas in the EIR; however, the following sections are scoped in more detail given their importance.

Air Quality

Existing Conditions/Regulatory Framework. The project is located in the North Coast Air Basin, which is under the jurisdiction of the North Coast Unified Air Quality Management District (NCUAQMD). Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality. Air quality data from the nearest air quality monitoring station will be included to highlight existing air quality local to the project area. The analysis will also describe and address the requirements set forth by the NCUAQMD, including their Procedures for Environmental Impact Review.

Construction-Related Emissions. Construction emissions will be quantified with the California Emissions Estimator Model (CalEEMod) version 2016.3.1. The air pollutant emissions during construction will be compared to the NCUAQMD thresholds of significance. Construction-related criteria pollutants can be qualitatively analyzed if specific construction data is not available. Naturally occurring asbestos impacts will also be discussed qualitatively.

Long-Term Emissions. Operational (i.e., area and mobile source) emissions will be quantified. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled. The project will be analyzed for compliance with the NCUAQMD's Best Available Control Technology (BACT) emission rates for stationary sources as defined and listed in the NCUAQMD Rule and Regulations (Rule 110 – New Source Review (NSR) and Prevention of Significant Deterioration (PSD), Section 5.1 – BACT). It should be noted that the district has not formally adopted significance thresholds and uses compliance with BACT instead. Project consistency with the district's Particulate Matter (PM₁₀) Attainment Plan will be evaluated.

Biological Resources

Background Review and Project Management. Prior to conducting a site visit, H. T. Harvey & Associates (H. T. Harvey) ecologists will review all program materials and relevant background information concerning biological resources in the project area, including the County's Geographic Information Systems (GIS) online datasets for biotic habitats, aerial photographs of the vicinity, US Geological Survey topographic maps, the California Natural Diversity Database (CNDDDB), species data compiled by the California Native Plant Society, and other resource agency data (US Fish and Wildlife Service [USFWS], California Department of Fish and Wildlife [CDFW], etc.).

This task also includes time for coordination between H. T. Harvey staff and Michael Baker International during project kickoff, preparation of the biological resources report, and preparation of responses to comments.

Conduct Reconnaissance-Level Site Visits. Two H. T. Harvey ecologists will conduct reconnaissance-level field surveys of a representative sample of developed lots, including infrastructure such as roads and buildings, and commercial cannabis cultivation sites to identify the significance of General Plan designation and zoning changes to biological resources. This task assumes that two ecologists will conduct site visits for three working days (i.e., a total of six 10-hour days or 60 hours) over a duration of approximately two to three weeks, and that permission to access these sites will be acquired by the County. H. T. Harvey will conduct the reconnaissance-level site visit at as many representative sites as possible in the time allotted. The ecologists will visit multiple sites per field day. For efficiencies in time and travel needed for this task, we assume that these visits will be scheduled to obtain as many observations as possible within a 10-hour working day and with days ideally scheduled consecutively if possible.

The purpose of the reconnaissance-level site visits will be to put information generated from the background review into site-specific context and to get a sense of the biological conditions, position of the landscape, and extent of ground disturbance or other impacts that are typical of the types of development occurring on developed lots to determine how General Plan designation and zoning changes will impact biota. This information will be generated for the purpose of characterizing the sensitive biological resources, such as botanical resources, and wildlife habitat values, occurring on or near representative examples of existing commercial cultivation sites. This task does not include mapping sensitive biological resources or habitat types for each site because the impact assessment will encompass a much broader area than individual sites examined in the field. Rather, the site visits will be used to confirm or "ground-truth" the existing data sources for biotic resources in the county and to identify the types of potential impacts of the illegal development and changes to designation/zoning that need to be assessed on a regional, landscape scale for programmatic-level

review purposes. The assessment will be adequate to allow H. T. Harvey to describe impacts to sensitive biological resources for the purpose of making CEQA significance determinations. However, the proposed scope and budget do not include detailed habitat mapping adequate for site-specific permitting or conducting a site visit with the US Army Corps of Engineers to obtain verification of jurisdictional boundaries. Likewise, no species-specific protocol-level surveys for plants or animals are proposed.

Preparation of Biological Resources Section for the Draft EIR. Upon the completion of the reconnaissance site visit, H. T. Harvey will prepare the biological resources section of the Draft EIR that describes existing biological conditions, including special-status species with the potential to occur in the project area, and any potentially sensitive/regulated habitats that may be affected by amendments to the General Plan and changes in zoning. They will describe the existing environmental and regulatory setting as it pertains to biological resources in the project area, including pertinent ordinances for the protection of biotic habitats, the potential program-related impacts on existing biological resources, and any conceptual mitigation measures necessary to mitigate potentially significant impacts to less than significant levels under CEQA. In addition, the report will include recommendations for incorporating mitigation measures into the regulation and licensing program, such as including conditions for species-specific avoidance. H. T. Harvey will provide a map of CNDDDB plant and animal records from the project area and vicinity, and all spatial data generated for this task will be provided to Michael Baker International in a GIS-compatible format (e.g., ArcMap).

H. T. Harvey has included time in this task to respond to one set of comments from Michael Baker International and one set of comments from the County on the administrative draft of the biological resources section and to make revisions based on these comments. It is anticipated that the revisions will be relatively minor. If substantial revisions are required for reasons such as changes to the program after H. T. Harvey has completed their report, additional budget for these significant revisions would be needed.

Response to Public Comments on the Draft EIR. Following circulation of the CEQA document, H. T. Harvey will assist Michael Baker International in responding to public questions or comments pertaining to impacts on biological resources. H. T. Harvey understands there exists a potential for the public Draft EIR to receive a high volume of comments due to the high level of public interest in and somewhat controversial nature of the County's General Plan amendment to address the landowners' petition to zone illegal lot development. However, it is expected that comments pertaining to biological resources impacts will be relatively minor and that multiple comments pertaining to similar biological resource issues can be grouped into categories. Therefore, H. T. Harvey will prepare a single categorical response for each biological resource issue raised by the public to efficiently respond to a high volume of relatively minor comments.

For the purpose of estimating the cost of the proposed services, H. T. Harvey has assumed the following:

- Map or spatial datasets depicting the maximum limits of existing cultivation sites will be provided, or at least a representative sample of these sites, prior to the initiation of the reconnaissance-level site visits. Should the representative sites change subsequent to the completion of the visits, additional budget may be required to conduct additional site visits and/or to complete the report.
- GIS, CAD, or Microstation files provided by the County or Michael Baker International will use a real-world coordinate system, such as State Plane or UTM.
- No protocol-level surveys for any species are included in the proposed scope of work.
- No formal delineation of wetlands or other sensitive/regulated habitats, if present, is proposed.
- Mitigation measures to be described in the report will be at a level of detail adequate for CEQA review purposes. However, preparation of detailed mitigation or monitoring plans is not included in the proposed scope of work.
- No permitting or resource agency coordination is included in this scope.

Cultural Resources and Tribal Cultural Resources

Research and Field Investigation. We assume that structures on the site are not of the type or age to be considered historic resources. Therefore, the cultural resource studies will focus on archaeological resources and potential tribal cultural resources.

Michael Baker will conduct the archaeological studies needed to address requirements of CEQA and Humboldt County Ordinance No. 2559. A records search will be conducted at the Northwest Information Center for the entire project area. The records search will identify previously recorded or otherwise known cultural resources and previous cultural resources studies within or adjacent to the project area. A review of cultural resource inventories will be completed to identify cultural resources that may be listed within or adjacent to the project area. If available, appropriate County listings will be reviewed. Background research and a literature review, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives, will also be performed. The background research will identify previously recorded or otherwise known cultural resources. We will contact local historical societies for any information or concerns they may have about the project within the project area. We will complete an archaeological survey of the project area of the permit application areas that have development plans. Archaeological resources will be identified and mitigation measures recommended. This data will be used to inform the EIR cultural resources section.

Assembly Bill 52 Consultation. Michael Baker will assist with meeting Native American consultation requirements pursuant to Assembly Bill 52. We will send initial AB 52 notification letters to tribes that have requested notification (assuming less than five tribes). For the purpose of estimating the cost of the proposed services, we have assumed the following:

- The project area is within an Area of Traditional Tribal Cultural Affiliation as defined in Humboldt County Ordinance No. 2559.
- No tribal cultural resources, built environment, or archaeological cultural resources in the project area require evaluation or recordation.
- No meetings or additional AB 52 consultation is required beyond what is presented here.

Greenhouse Gases

Existing Conditions/Regulatory Framework. Michael Baker will review the land use data and will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile) and indirect (i.e., energy/water consumption and wastewater/solid waste generation) sources. The analysis will address the project's consistency with the County's climate planning efforts and the project's GHG emissions. The climate change analysis will be structured to address the relevant questions from Appendix G of the CEQA Guidelines. Mitigation measures will be identified and incorporated, as necessary, to reduce the proposed project's potentially significant GHG emissions.

The GHG emissions analysis will also discuss the potential global climate change impacts, the effects of GHG emissions, and the history of GHG emissions regulations in California. We will also review the project's consistency with statewide GHG emissions reduction strategies such as the CARB Scoping Plan and the Humboldt County Association of Governments (HCAOG) Regional Transportation Plan.

Hydrology and Water Quality

Existing Conditions/Regulatory Framework. Wildscape Engineering will prepare the hydrology and water quality analysis. This task includes time to review and integrate current hydrology, flooding, and water quality information per the existing Humboldt County General Plan, subdivision and zoning maps, recent identification of illegally created lots, recent decisions and/or communications from the County and resource agencies, topographic and soils maps, water rights records, FEMA flood maps, water supply districts and/or vendors, etc. A site reconnaissance of the area will be conducted in order to gain a greater understanding of the topography, water availability, illegal uses, and ways and means to mitigate any potential impacts. Time is also included to meet and consult with Michael Baker International, the County of Humboldt, and resource agencies on an as-needed and authorized basis.

Impact Analysis. Wildscape Engineering will prepare an EIR section for hydrology and water quality using the information collected and disseminated under the above tasks. Administrative draft and public draft sections will be produced incorporating Michael Baker, County, and resource agency comments on the internal and administrative draft sections. Both programmatic and project-level evaluations will be summarized and procedural processes and mitigation measures identified as needed to ensure the General Plan and zoning modifications and permitting of individual lots moving forward will minimize impacts to hydrology and water quality. This task will also develop figures for the EIR section as needed to convey information to the involved agencies, stakeholders, and the general public regarding the physical setting and potential impacts.

For the purpose of estimating the cost of the proposed services, Wildscape Engineering has assumed the following:

- This effort assumes no hydraulic modeling will be needed to provide a thorough assessment for the General Plan designation and zoning changes. Wildscape engineering has full capabilities to provide hydraulic modeling if and when needed through Dr. David Thompson and can provide a separate scope and cost upon request.

Land Use and Planning

Existing Conditions/Regulatory Framework. The project proposes to modify the Humboldt County General Plan designation for the project site from Agricultural Grazing (AG) to Agricultural Lands with a 40-acre per unit density (AL40). The County is currently updating its General Plan. Once the General Plan update is adopted, lands designated as AL40 would become Residential 40 (RA40). We will describe the existing and proposed land use changes and the current General Plan update process.

Impact Analysis. The project would amend zoning on the site from Unclassified (U) to Agriculture General (AG). The EIR will analyze land use impacts from the General Plan Amendment, including summarizing the impacts of the General Plan land use change from the General Plan Update EIR, and the rezoning. We will discuss the impacts of the General Plan Amendment on both the currently adopted General Plan and the proposed General Plan.

Transportation and Traffic

Existing Conditions/Regulatory Framework. Michael Baker will document existing traffic volumes and roadway characteristics on the key access roads. We will use available Caltrans data and conduct traffic counts, as needed. We will describe the regulatory environmental for traffic analysis in Humboldt County, including on SR 299, a Caltrans facility.

Project Trip Generation and Impact Assessment. Michael Baker will evaluate the change in trip generation associated with the proposed project. The change in trip generation will be assessed to determine whether the increase in traffic resulting from new land uses will result in significant traffic operations impacts. If any mitigation is needed, it will be identified and documented in the traffic assessment. We will prepare a cumulative analysis of traffic consistent with Humboldt County Association of Governments (HCAOG) requirements.

Noise

Existing Conditions/Regulatory Framework. Michael Baker will review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for on-site and adjacent land uses. Because the project site is located in a rural area, we assume that noise measurements are not required. The noise analysis will be structured to address the applicable questions from Appendix G of the CEQA Guidelines.

Construction-Related Noise and Vibration. Construction would occur during implementation of the proposed project. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. Analysis requirements will be based on the sensitivity of the area, specific construction activities, and Noise Ordinance specifications.

Operational Noise Sources. On- and off-site noise impacts from vehicular traffic will be assessed using the Federal Highway Administration Traffic Noise Prediction Model (FHWA-RD-77-108). On-site noise-generating activities will also be addressed and analyzed for potential impacts to the adjacent uses. Mitigation measures will be identified, if necessary.

Utilities/Energy

The project site is not served by municipal water, sewer, or stormwater drainage. However, uses on the site currently draw water supply from on-site resources. Wildscape Engineering will address the impacts to water supply on the site. Impacts to water supply will be assessed in two ways: (1) a programmatic assessment will be done to determine potential impacts as the zoning is amended and the General Plan is updated; and (2) a project-level assessment will be performed in order to determine the process under which individual lot development should proceed with the commercial medical cannabis cultivation permit applications that will minimize any impacts to hydrology, water quality, and water supply. Wildscape Engineering will review water supply information per the existing Humboldt County General Plan, subdivision and zoning maps, recent identification of illegally created lots, recent decisions and/or communications from the County and resource agencies, topographic and soils maps, water rights records, and water supply districts. Both programmatic and project-level evaluations will be summarized and procedural processes and mitigation measures identified as needed to ensure the General Plan and zoning modifications and permitting of individual lots moving forward will minimize impacts to water supply.

Additionally, the project would require energy. Michael Baker will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendix F of the CEQA Guidelines. These statutes and guidelines require an EIR to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. The analysis will analyze energy consumption associated with short-term construction activities, long-term operations, buildings, and transportation. Additionally, the assessment of environmental impacts on energy resources will include mitigation measures to reduce inefficient and unnecessary consumption of energy. We will also analyze impacts to solid waste/landfills from the project.

Cumulative Analysis

As described in CEQA Guidelines Section 15130, cumulative impacts are defined as two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. This determination is based on an assessment of the project's incremental effects viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. The CEQA Guidelines set forth two methods for satisfying the cumulative impacts analysis requirement: the list of projects approach and the summary of projections approach (General Plan). Based on the anticipated changes on the project site and the recent General Plan EIR, the County may wish to use a "blended" cumulative impacts analysis based on a summary of projections from the General Plan EIR together with a list of recent projects used to update the projections. We will confirm the most appropriate approach for the cumulative impact analysis with the County and prepare a cumulative analysis focused on the impacts from the project, along with other reasonably foreseeable projects.

Alternatives

The EIR will include an analysis of alternatives. Michael Baker will work with the County to determine a reasonable range of alternatives, project goals and objectives, and project purpose and need that meet the County's requirements and uphold the intent of CEQA. No set number of alternatives is necessary to constitute a legally adequate range of alternatives; a project's range of alternatives typically varies from case to case depending on the nature of the project under review. However, it is important that the alternatives represent a reasonable range of alternatives, particularly alternatives with the potential to reduce significant impacts and achieve most of the project objectives. In addition to the No Project Alternative (as required under CEQA), we will analyze two additional alternatives to the project.

Other CEQA Required Sections

We will also address growth inducement, significant irreversible effects, and significant and unavoidable impacts of the project as required by CEQA, as well as identify report preparers.

Task 2b. Public Review Draft EIR

Upon receiving comments on the Administrative Draft EIR, we will discuss comments and resolve any outstanding issues with County staff. A screencheck DEIR in highlighted text for changes will be submitted to confirm edits with the County, along with a clean version (no track changes) for final review.

Michael Baker will prepare a Notice of Availability (NOA) for the EIR. We will submit the NOA and NOC to the State Clearinghouse on the County's behalf. Additionally, we will submit the NOA to the Humboldt County Clerk. At the County's request, we can provide a budget for publication of the NOA in area newspapers or distribution via direct mail to a County-provided list of recipients.

We will prepare up to twenty-five (25) hard copies and twenty-five (25) CD-ROMs for the County. We will deliver fifteen (15) CD-ROMs to the State Clearinghouse with the Notice of Completion to begin the 45-day public review period. We assume that the County will distribute to any local or federal agencies. Michael Baker typically includes all technical appendices, as well as a PDF of the document, on a CD included with each printed copy. All documents are suitable for posting on the County's website.

Task 2c. Public Review Hearing

Michael Baker International will attend one (1) public review hearing before the Humboldt County Board of Supervisors to present the findings of the Draft EIR during the 45-day review period. We will prepare a summary of comments received from the public and the County Supervisors on the Draft EIR. Additional hearings can be attended on a time-and-materials basis.

Task 3. Final EIR**Task 3a. Final EIR**

At the conclusion of the public review period, we will scan each comment letter, number each comment, and group common questions or comments and recommend master responses for those groups of comments. We will prepare a summary table identifying persons and agencies that commented, a copy of each comment letter with a code assigned to each comment, a response to each comment, and an errata section containing any text revisions. Michael Baker staff will coordinate with County staff and technical staff to address public and agency comments. Since the extent of comments is unknown at this time, this scope of work assumes a moderate number of comments of moderate complexity that will require up to 150 hours of Michael Baker staff time. However, should the County receive a large number of comments or complex comments, we will discuss them with the County to confirm the adequacy of the budget.

We will provide an administrative draft Final EIR for County review. We will incorporate County comments on the administrative draft Final EIR and prepare a screencheck draft of the Final EIR and submit it electronically to the County for final review. We will prepare up to twenty-five (25) hard copies and twenty-five (25) CD-ROMs for the County. We will deliver fifteen (15) CD-ROMs to the State Clearinghouse for distribution to state agencies. We assume that the County will distribute to any local or federal agencies.

As a related task, the Final EIR will include the Mitigation Monitoring and Reporting Program (MMRP), pursuant to Public Resources Code Section 21971.6, as a separate chapter. The MMRP will identify all reporting and monitoring responsibilities.

Michael Baker will prepare the Statement of Findings, and if required, a Statement of Overriding Consideration, for the County's use in the project approval process.

Task 3b. Final EIR Hearing

Michael Baker staff will attend one (1) hearing before the Humboldt County Board of Supervisors to present the findings of the Final EIR. Additional hearings can be attended on a time-and-materials basis. Upon certification of the Final EIR, we will prepare a Notice of Determination (NOD) for the project. We will file the NOD with the Humboldt County Clerk and the State Clearinghouse. We assume that the County will provide the required California Department of Fish and Wildlife fee and any other additional fees required at that time.

Task 4. Team Communications

This scope of work includes up to 30 hours for conference calls, webinars, and team meetings.

Task 5. Project Management

Michael Baker International staff will provide management and oversight of all technical subconsultants. We will communicate, as necessary, with the EIR project team members and County staff to ensure compliance with the schedule, scope of work, and budget. We will coordinate the team's work and provide management liaison between the project team and the County for communication of issues, transmittal of comments, financial management, and other project management matters, such as contract processing.

ENVIRONMENTAL IMPACT REPORT FOR TITLOW HILL GENERAL PLAN AMENDMENT, ZONE RECLASSIFICATION, AND SUBDIVISION APPLICATION

SCHEDULE

Our estimated schedule for completing the proposed tasks, including milestones, is provided below. A detailed project schedule will be provided following discussions at the project kickoff meeting.

TASKS	2017					2018							
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Task 1. Project Initiation													
Task 1a. Kickoff Meeting	█												
Task 1b. Project Description	█	█											
Task 1c. Notice of Preparation			█										
Task 1d. Public Scoping Meeting			█										
Task 2. Draft EIR													
Task 2a. Administrative Draft EIR			█	█	█	█	█						
Task 2b. Screencheck Draft EIR							█	█					
Task 2b. Public Review Draft EIR									█	█			
Task 2c. Public Review Hearing										█			
Task 3. Final EIR													
Task 3a. Final EIR											█	█	
Task 3a. Screencheck Final EIR												█	
Task 3b. Final EIR Hearing													█

**EXHIBIT B
DETAILED BUDGET
MICHAEL BAKER INTERNATIONAL, INC.**

ENVIRONMENTAL IMPACT REPORT FOR TITLOW HILL GENERAL PLAN AMENDMENT, ZONE RECLASSIFICATION, AND SUBDIVISION APPLICATION

D | BUDGET

Tasks	Project Dir.	Project Mgr.	Deputy Project Mgr.	Senior Transport. Planner	Senior Cultural Resources Mgr.	Technical Specialist	Transport. Planner	Technical Staff	Assistant Planner	GIS/ Graphics	Technical Editor	Admin	Total Hours	Wildscape Engineering**	HT Harvey**	Total Budget
	\$250	\$160	\$130	\$190	\$135	\$130	\$115	\$95	\$95	\$105	\$100	\$75				
Task 1a. Project Initiation/ Kickoff Meeting		16	12										28		\$1,105	\$5,225
Task 1b. Project Description		8	8						24	10	3		53			\$5,950
Task 1c. Notice of Preparation		3	3						4			6	16			\$1,700
Task 1d. Public Scoping Meeting		12							8			8	28			\$3,280
Task 2a. Admin Draft EIR	10	60	40	6	23	60	36	125	120	28	32		540	\$25,180	\$29,084	\$117,164
Task 2b. Public Review Draft EIR		24	20						40		6	6	96			\$11,290
Task 2c. Public Review Hearing		16											16			\$2,560
Task 3a. Final EIR	10	32	32	2		12	4		40	4	12	6	154	\$1,980	\$7,738	\$29,768
Task 3b. Final EIR Hearing		16											16			\$2,560
Task 4. Team Communications		24	6										30			\$4,620
Task 5. Project Management	10	20										10	40			\$6,450
Subtotal	30	231	121	8	23	72	40	125	236	42	53	36	1,017	\$27,160	\$37,927	\$190,567
<i>Direct costs*</i>																<i>\$9,000</i>
Total																\$199,567

* Includes mileage, other travel expenses, records search, printing and postage costs, etc.

** Detailed budgets for subconsultants are provided following.

Table 1. Hydrology, WQ and Water Supply Analyses Costs

	Project Manager Lead Engineer (Carol Beahan)	Engineering/ Hydrology Support (Greg Hinds)	Hydrology & Hydraulic Senior Peer Review (Dr. Thompson)	CAD/GIS Technician	Hours	Total
Rate	\$ 120.00	\$ 105.00	\$ 140.00	\$ 96.00		
Task 1: Regulatory and Environmental Setting						\$ 15,690
1.1 Review current project documents and physical setting data (e.g. Existing County General Plan, Zoning maps, Soils Data, Topographic Maps, Water Rights Applications, Development Applications, etc.). Clarify water diversion and water rights requirements with resource agencies and need for additional consultation with RWQCB and CA Fish & Wildlife and others.	8	12	2		22	\$ 2,500
1.2 Conduct site reconnaissance of area to gain a greater understanding of the physical setting and desired land uses and potential impacts and ways to mitigate. Meet and consult with Michael Baker, client, and resource agencies as needed to discuss dual programmatic and project approach to analysis.	32	24			56	\$ 6,360
1.3 Draft Regional and Physical Setting for Hydrology, Water Quality, and Water Supply including drainage, flood hazard, groundwater, and surface water availability and groundwater and surface water quality.	6	24	2		32	\$ 3,520
1.4 Draft Regulatory Setting for Hydrology, Water Quality and Water Supply. Includes time to assess water supply infrastructure and current water rights use legally and illegally.	6	22	2		30	\$ 3,310
Task 2: Prepare Hydrology, Water Quality and Water Supply Admin and Admin, Draft, and Final EIR Sections						\$ 11,470
2.1 Develop Significance Criteria	2	4			6	\$ 660
2.2 Identify Programmatic and Project Level Potential Impacts and Develop Procedures under General Plan and Mitigation Measures for Project Level Permitting of Individual Lots	8	24	2		34	\$ 3,760
2.3 Create figures for EIR sections to convey critical information to resource agencies and public	2	4		22	28	\$ 2,772
2.4 Incorporate internal review (MBI) and edits into each section	2	8			10	\$ 1,080
2.5 Incorporate final edits to Hydrology/WQ/Water Supply sections for Admin and Public Draft EIR. Includes edits to final figures.	2	2		8	12	\$ 1,218
2.6 Provide responses to Hydrology/WQ/Water Supply comments on public draft EIR	4	8			12	\$ 1,320
2.7 Review and incorporate any final edits/responses for Final EIR.	2	4			6	\$ 660
Direct Costs						\$ 900
Travel for meetings/site reconnaissance						\$ 800
Report Production						\$ 100
Total						\$ 28,060

Proposed Budget

The total estimated cost for the Scope of Work described above is \$38,412.

Staff Time Estimates

Task	Personnel Hours by Task								HTH Cost by Task	HTH Direct Expenses (incl. 10% mark-up)	Total Project Cost
	Sharon Kramer Principal, Fish Ecology	Rick Gollightly Senior Associate Mammalogist	Ecologist 2	Senior Ecologist 1	Field Biologist 2	GIS Analyst	Technical Editor	Technical Support			
	\$ 221	\$ 199	\$ 134	\$ 151	\$ 103	\$ 108	\$ 103	\$ 82			
Task 1. Kick off meeting	5								\$ 1,105	\$ -	\$ 1,105
Task 2. Background Review and Project Management	4		20	2		8			\$ 4,730	\$ 88	\$ 4,818
Task 3. Conduct Reconnaissance-Level Site Visits			30	10	20	8			\$ 8,454	\$ 309	\$ 8,763
Task 4. Preparation of Biological Resources Section for the Draft EIR	8	2	48	8	40	8	6	6	\$ 15,900	\$ 88	\$ 15,988
Task 5. Response to Public Comments on the Draft EIR	4	2	40	4				6	\$ 7,738	\$ -	\$ 7,738
Total Labor Hours	21	4	138	24	60	24	6	12	Total Costs	\$485	Total Cost
TOTAL COST	\$ 4,641	\$ 796	\$ 18,492	\$ 3,624	\$ 6,180	\$ 2,592	\$ 618	\$ 984	\$37,927	\$485	\$38,412