

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HUMBOLDT
& THE CITIES OF ARCATA, BLUE LAKE, EUREKA,
FERNDALE, FORTUNA, RIO DELL AND TRINIDAD
TO PREPARE AND ADOPT A MULTIJURISDICTIONAL CLIMATE ACTION PLAN**

This Agreement is made and entered into this 11 day of June 2019, by and between the County of Humboldt, a political subdivision of the State of California, herein referred to as "COUNTY" and the cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad herein referred to as "CITIES" and collectively referred to as the "PARTIES."

WHEREAS, On December 30, 2009 and December 28, 2018, amendments were made to the California Environmental Quality Act (CEQA) Guidelines providing guidance for analysis and mitigation of the effects of Greenhouse Gas (GHG) emissions in draft CEQA documents; and

WHEREAS, demonstrating consistency with a local or regional climate action plan provides the most defensible method of analyzing and mitigating GHG impacts in CEQA evaluation of development projects; and

WHEREAS, the PARTIES now desire to enter into this Agreement to collectively develop a regional CAP that at a minimum includes all the following components. The tasks necessary to develop a CAP are further described in Attachment A.

- 1) **Inclusion of existing 2015 GHG Inventories** – Existing GHG emissions associated with sources and activities in the cities and County
- 2) **GHG forecasting** – projections of GHG emissions to the year 2040
- 3) **GHG reduction target** – goal for percentage reduction of GHG emissions for the year 2030 that, at a minimum, aligns with state goals, with flexibility for jurisdictions to reach beyond the minimum required reduction
- 4) **GHG reductions projections** - description of the greenhouse gas reductions potential of each CAP implementation measure, including calculation estimates where applicable

WHEREAS, the COUNTY and the CITIES wish to work together to develop a regional Climate Action Plan (CAP) thereby reducing the cost of the CAP and subsequent CEQA compliance for projects undertaken by any of the PARTIES; and

WHEREAS, the regional CAP will accommodate varying conditions between jurisdictions, allowing each jurisdiction to select a unique set of GHG reduction measures;

WHEREAS, a regional CAP is expected to have additional benefits such as providing enhanced access to grant funds, creating new opportunities for regional collaboration, making more efficient use of limited staff resources, and multiplying the effectiveness of future actions; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY agrees to provide \$5,000 in staff resources to accomplish all the tasks identified as "County Tasks" in Attachment A. Reimbursement for staff resources will be provided through a mini-grant administered by RCEA.

2. Each CITY agrees to provide \$5,000 in either funding or staff resources to accomplish all the tasks identified as "City Tasks" in Attachment A. This funding is from a mini-grant provided by RCEA.
3. COUNTY agrees to contribute \$50,000 toward the Consultant Tasks described in Attachment A and agrees to continue to fund (\$25,500 total) the Civic Spark Fellow coordinating and collaborating with CITIES and RCEA to develop the regional CAP. RCEA has agreed to contribute matching funds of \$25,000 toward the Consultant Tasks described in Attachment A. Each CITY agrees to contribute their proportional share toward the Consultant costs as determined by each City shown in the table below. The suggested contribution based on the City's contribution to the 2015 Countywide Greenhouse Gas Emissions calculated by RCEA in January, 2019 is provided in the following table. The amount approved by each individual City will be filled in at the time each individual City approves the MOU.

Jurisdiction	2015 Proportional Share Of GHG Contribution	Suggested Proportional Share of Consultant Costs	Approved Contribution Toward Consultant Costs
Unincorporated County	63.4%	\$50,000*	\$50,000*
Arcata	10.3%	\$12,360	\$9,389
Blue Lake	0.4%	\$480	\$480
Eureka	16.0%	\$19,200	\$20,000
Ferndale	0.6%	\$720	\$720
Fortuna	5.4%	\$6,480	\$6,480
Rio Dell	1.1%	\$1,320	\$1,320
Trinidad	0.5%	\$600	\$120
Unallocated	2.3%	--	--
Total**	100%	\$91,160	\$88,509

*This amount does not include the \$25,500 Civic Spark planner cost currently being paid for by the County.

**This amount represents the total costs contributed by the County and seven cities and does not include RCEA's \$25,000 match contribution

4. The staff members who will be the primary contact for this MOU on behalf of the COUNTY and the CITIES are listed below. In the event one of these individuals leaves their employment or changes jobs within the COUNTY or CITIES, the PARTIES shall notify each other of this fact and provide the name and contact information of the individual's replacement in writing within ten (10) working days. Each of these listed individuals may delegate work to other city staff within their department, provided they give notice to RCEA.

John H. Ford
County of Humboldt
Department of Planning and Building
3015 H Street
Eureka, CA 95501

Amanda Mager
City of Blue Lake
City Manager
111 Greenwood Road
Blue Lake, CA 95525

Rob Holmlund
City of Eureka
Development Services Department
531 K Street
Eureka, CA 95501

Jay Parrish
City of Ferndale
City Manager
PO Box 1095
Ferndale, CA 95536-1095

Liz Shorey
City of Fortuna
Community Development
621 11th Street
Fortuna, CA 95540

Kevin Caldwell
City of Rio Dell
Community Development
675 Wildwood Avenue
Rio Dell, CA 95562

Eli Naffah
City of Trinidad
City Manager
409 Trinity Street
Trinidad, CA 95570

Julie Neander
City of Arcata
Community Development Department
736 F Street
Arcata, CA 95521

5. Term of MOU: This MOU shall commence on the date the COUNTY and all the CITIES sign the Agreement, and shall terminate December 31, 2020 unless extended by mutual written agreement of the parties. Early withdrawal from this MOU may be effectuated for any reason whatsoever by written notice from COUNTY thirty (30) days after providing written notice from the Humboldt County Board of Supervisors explaining the reasons for early withdrawal. Early withdrawal from this MOU may also be effectuated for any reason whatsoever by written notice from any CITY thirty (30) days after providing written notice from the city council explaining the reasons for early withdrawal from this MOU. In the event of early withdrawal by any CITY or the COUNTY, the MOU will continue without the withdrawing party.
6. Any notice required to be given pursuant to the terms and provisions herein shall be sent by First Class Mail, return receipt requested to the addresses shown in Paragraph 4 above, and shall be deemed received when placed in the stream of mail:
7. The PARTIES have sole discretion to use the background information and draft work products from the work described in Attachment A for any purpose and in any form it wishes without any restrictions.
8. This agreement shall constitute the entire agreement between the PARTIES relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.

9. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by all the PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Signed: <u>Ray Boh</u>	Signed: _____
Dated: <u>6/11/19</u> Chairman, Board of Supervisors County of Humboldt	Dated: _____ Mayor City of Arcata
Signed: _____	Signed: _____
Dated: _____ Mayor City of Blue Lake	Dated: _____ Mayor City of Eureka
Signed: _____	Signed: _____
Dated: _____ Mayor City of Ferndale	Dated: _____ Mayor City of Fortuna
Signed: _____	Signed: _____
Dated: _____ Mayor City of Rio Dell	Dated: _____ Mayor City of Trinidad

9. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by all the PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Signed: _____

Dated: _____

Rex Bohn
Chairperson, Board of Supervisors
County of Humboldt

Signed: Karen Diemer

Dated: 5.13.19

Karen Diemer
City Manager
City of Arcata

Signed: _____

Dated: _____

Amanda Mager
City Manager
City of Blue Lake

Signed: _____

Dated: _____

Greg Sparks
City Manager
City of Eureka

Signed: _____

Dated: _____

Jay Parrish
City Manager
City of Ferndale

Signed: _____

Dated: _____

Merritt Perry
City Manager
City of Fortuna

Signed: _____

Dated: _____

Kyle Knopp
City Manager
City of Rio Dell

Signed: _____

Dated: _____

Eli Naffah
City Manager
City of Trinidad

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Signed: _____

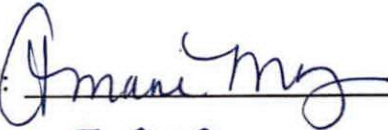
Signed: _____

Dated: _____

Dated: _____

Rex Bohn
Chairperson, Board of Supervisors
County of Humboldt

Karen Diemer
City Manager
City of Arcata

Signed:  _____

Signed: _____

Dated: 5.8.19 _____

Dated: _____

Amanda Mager
City Manager
City of Blue Lake

Greg Sparks
City Manager
City of Eureka

Signed: _____

Signed: _____

Dated: _____

Dated: _____

Jay Parrish
City Manager
City of Ferndale

Merritt Perry
City Manager
City of Fortuna

Signed: _____

Signed: _____

Dated: _____

Dated: _____

Kyle Knopp
City Manager
City of Rio Dell

Eli Naffah
City Manager
City of Trinidad

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Signed: _____

Dated: _____

Rex Bohn
Chairperson, Board of Supervisors
County of Humboldt

Dated: _____

Karen Diemer
City Manager
City of Arcata

Signed: _____

Signed: _____

Dated: _____

Amanda Mager
City Manager
City of Blue Lake

Dated: _____

Greg Sparks
City Manager
City of Eureka

Signed: _____

Signed: 

Dated: _____

Jay Parrish
City Manager
City of Ferndale

Dated: 5.23.19

Merritt Perry
City Manager
City of Fortuna

Signed: _____

Signed: _____

Dated: _____

Kyle Knopp
City Manager
City of Rio Dell

Dated: _____

Eli Naffah
City Manager
City of Trinidad

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Signed: _____

Signed: _____

Dated: _____

Dated: _____

Rex Bohn
Chairperson, Board of Supervisors
County of Humboldt

Karen Diemer
City Manager
City of Arcata

Signed: _____

Signed: 

Dated: _____

Dated: 5/8/19

Amanda Mager
City Manager
City of Blue Lake

Greg Sparks
City Manager
City of Eureka

Signed: _____

Signed: _____

Dated: _____

Dated: _____

Jay Parrish
City Manager
City of Ferndale

Merritt Perry
City Manager
City of Fortuna

Signed: _____

Signed: _____

Dated: _____

Dated: _____

Kyle Knopp
City Manager
City of Rio Dell

Eli Naffah
City Manager
City of Trinidad

ATTACHMENT A

SCOPE OF AGREEMENT

Project Schedule and Tasks

Estimated Date	Project Milestone	Responsible Party
2018		
November	Introductory Staff Meeting	County, Cities
December	County Operations Inventory	County
2019		
January	Community GHG Inventories	County, RCEA
February	Staff Meeting: Community Inventories	County, Cities, RCEA
	MOU Proposals to City Councils and Board	County, Cities
	Stakeholder Advisory Group Assembled	County
April	Staff Meeting: Target Selection	County, Cities, RCEA
	Stakeholder Advisory Group Meeting #1	County
May	Staff Meeting: Draft CAP Measures	County, Cities
	Draft CAP Measures and Quantification	County, RCEA
	Public Workshops (Round 1)	County, Cities
June	Staff Meeting: CAP Measures & Quantification	County, Cities, RCEA
	Stakeholder Advisory Group Meeting #2	County
July	Final Draft CAP Measures and Quantification	County, RCEA
	Staff Meeting	County, Cities
August	Admin Draft CAP	County
	Begin CEQA Review	County, Cities
	Staff Meeting: Implementation Plan	County, Cities, RCEA
September	Public Draft CAP	County
	Stakeholder Advisory Group Meeting #3	County
October/November	Draft Implementation Toolkit	County
	Public Workshops (Round 2)	County, Cities
December/January	Draft CEQA Document	County, Cities
	CEQA Public Review Period	County, Cities

2020		
February/March	Final CAP & Implementation Toolkit	County
	Final CEQA Document	County, Cities
April/May	Local CAP Adoption Meetings	County, Cities

*Responsible Party Costs: Each city and the County agrees to pay its own staff to attend the meetings and participate in developing the CAP work products as described in the above Project Schedule, Tasks and Costs table