

**INTER-DEPARTMENTAL MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
HUMBOLDT COUNTY COUNTY ADMINISTRATIVE OFFICE- ECONOMIC
DEVELOPMENT DIVISION
AND
HUMBOLDT COUNTY PLANNING AND BUILDING DEPARTMENT**

This Inter-Departmental Memorandum of Understanding ("MOU"), entered into this 29 day of MAY, 2021, by and between the Humboldt County Economic Development Division of the County Administrative Office, hereinafter referred to as "EcDev" and the Humboldt County Planning and Building Department, hereinafter referred to as "Planning," is made upon the following considerations:

WHEREAS, EcDev has secured funding through the California Bureau of Cannabis Control's Local Equity Grant Funding for the purpose of supporting Project Trellis' Local Equity Program ("LEP") goals of removing barriers to gaining entry to, and to successfully operating in, the state's regulated cannabis marketplace by providing assistance to local equity applicants and local equity licensees ("Target Population") in Humboldt County; and

WHEREAS, in accordance with the LEP requirements, EcDev has established specific goals and objectives, including providing members of the Target Population with technical and financial assistance for matters typically handled by Planning, including Cannabis Application Assistance meetings, and payment of Application Fees for Cannabis Activity Zoning Clearance Certificates or Special Permit or Use Permit; and

WHEREAS, EcDev seeks to procure Planning's services for the Target Populations at a rate of one-hundred forty dollars (\$140) per hour, for up to four (4) hours of application assistance meetings per applicant, and to pay to Planning directly eligible applicants' Application Fees for Cannabis Activity Zoning Clearance Certificates or Special Permit or Use Permit for a period not to exceed three (3) years, per eligible applicant; and

WHEREAS, the parties desire to enter into this MOU to set forth each party's rights and responsibilities regarding the administration of specified services as part of EcDev LEP.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF EcDev:

- A. Communication. EcDev shall send weekly lists, via email, of Equity Applicants and Licensee to receive services from Planning.
- B. Allocation of LEP funds. EcDev shall provide Planning with an amount not exceed Three Hundred Thousand Dollars (\$300,000.00) for the term of this MOU for the purpose of administering specified services to local equity applicants and local equity licensees as part of the LEP, including, without limitation, compensating Planning for the provision of the specified direct supportive services to members of the Target Population that are intended to remove the financial barriers of entry into the commercial cannabis marketplace within Humboldt County.
- B. Local Equity Program Reporting. EcDev shall provide any and all appropriate training pertaining to Planning's reporting of services delivered under the LEP.

2. RIGHTS AND RESPONSIBILITIES OF PLANNING:

- A. Provision of Supportive Services. Planning shall provide eligible local equity applicants and local equity licensees with specific services, including:
 - a. Provide up to 4 hours of application assistance meetings, per applicant with the Cannabis Services Division of the Department of Planning and Building.
 - b. Application fees, deposits, and staff costs for Cannabis Activity Zoning Clearance Certificates or Special Permit or Use Permit for a period not to exceed three (3) year
- B. Project Administration. Planning shall ensure that members of the Target Population are being provided with specified supportive permit processing services.
- C. Data Collection and Submission. Planning shall maintain and provide EcDev with participant-level records, on a monthly basis, that detail which equity licensee received which services.
- D. Invoicing. Planning is to invoice EcDev monthly for costs associated with the following:
 - a. Up to four (4) hours of application assistance meetings, per grantee.
 - b. Applications fees, deposits, and staff costs for Cannabis Activity Zoning Clearance Certifications, Special Permits of Use Permit.

3. TERM:

This MOU shall begin on May 21, 2021 and shall remain in full force and effect until December 31, 2021, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. Either party may terminate this MOU without cause upon sixty (60) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. EcDev obligations under this MOU are contingent upon the availability of local, and/or state funds. In the event such funding is reduced or eliminated, EcDev shall, at its sole discretion, determine whether this MOU shall be terminated. EcDev shall provide Planning seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation upon Termination. In the event this MOU is terminated, Planning shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by EcDev for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Three Hundred Thousand Dollars (\$300,000.00). Planning agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if local or state funding or allowance rates are reduced or eliminated, EcDev may, by amendment, reduce the

maximum amount payable hereunder or terminate this MOU as provided herein.

- B. Schedule of Rates. The specific rates and costs applicable to this MOU are set forth in Exhibit A – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be compensated by EcDev. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of Planning. Planning shall notify EcDev, in writing, at least six (6) weeks prior to the date upon which Planning estimates that the maximum payable amount will be reached.

6. PAYMENT:

Planning shall submit to EcDev monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU by the tenth (10th) day of each calendar month. Planning shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Invoices shall be in a format approved by the EcDev Director and the Humboldt County Auditor-Controller, and shall include, without limitation, the date that each service was provided, the total number of service hours provided per day, the total cost per day and the total cost for the month. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to EcDev at the following address:

EcDev: Humboldt County Economic Development Division
Attention: Peggy Murphy, Economic Development Specialist
520 E Street
Eureka, California 95501
pmurphy@co.humboldt.ca.us

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU 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.

EcDev: Humboldt County Economic Development Division
Attention: Peggy Murphy, Economic Development Specialist
520 E Street
Eureka, California 95501

Planning: Humboldt County Planning and Building
Attention: Delilah Moxon
3015 H Street
Eureka, California 95501

8. REPORTING REQUIREMENTS:

- A. General Reporting Requirements. Planning agrees to provide EcDev monthly reports that detail which grantees have received which services, and the cost associated with each of those services.

Reports provided pursuant to the terms and conditions of this MOU shall be sent to EcDev at the following email address:

EcDev: Humboldt County Economic Development Division
Attention: Peggy Murphy, Economic Development Specialist
pmurphy@co.humboldt.ca.us

- B. Quarterly Progress Reports. Planning shall prepare quarterly progress reports which include, without limitation, the number of participants who received services, the types of services provided, the length and cost of each service provided, the number of participants that gained and/or retained interim and final permitting as a result of the services provided and the remaining balance of LEP funds available hereunder. Quarterly progress reports prepared pursuant to the terms and conditions of this MOU shall be submitted to EcDev in electronic and hardcopy.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. Each party hereby agrees to make all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with its performance hereunder, including, without limitation, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Laws. Each party acknowledges 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 MOU may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with HIPAA, and any other applicable local, state and federal laws, regulations or standards.

12. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. Conflict of Interest Requirements. Each party agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the County of Humboldt's Conflict of Interest Code, all as may be amended from time to time.

13. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU 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.

14. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

15. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

16. SEVERABILITY:

If any provision of this MOU, 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 MOU.

17. NO WAIVER OF DEFAULT:

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

18. AMENDMENT:

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

19. STANDARD OF PRACTICE:

Each party 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. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

20. DISPUTE RESOLUTION:

Each party hereto agrees to make their best efforts to resolve any and all disputes arising hereunder, or relating hereto, by good faith discussion whenever possible. If either party believes that a breach of this MOU has occurred, or is not satisfied that a dispute has been resolved, either party may request to meet and confer with the Humboldt County Administrative Officer and the other party.

21. SUBCONTRACTS:

Planning shall obtain prior written approval from EcDev before subcontracting any of the services to be provided pursuant to the terms and conditions of this MOU. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the confidentiality and accessibility requirements set forth herein. Planning shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by EcDev or not.

22. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 9 – Record Retention and Inspection and Section 10 – Confidential Information shall survive the expiration or termination of this MOU.

23. 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 MOU, the terms and conditions set forth herein shall have priority.

24. INTERPRETATION:

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

25. INDEPENDENT CONSTRUCTION:

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

26. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of

government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

27. ENTIRE AGREEMENT:

This MOU 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 MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

28. COUNTERPART EXECUTION:

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

29. AUTHORITY TO EXECUTE:

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

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

HUMBOLDT COUNTY PLANNING AND BUILDING:

By:  Date: MAY 24, 2021
John Ford, Director

HUMBOLDT COUNTY COUNTY ADMINISTRATIVE OFFICE- ECONOMIC DEVELOPMENT DIVISION:

By:  Date: 6/1/21
Amy Nilsen, County Administrative Officer

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 06/09/2021
Risk Management

LIST OF EXHIBITS:

Exhibit A – Schedule of Rates

EXHIBIT A: SCHEDULE OF RATES
Humboldt County Planning and Building Department
For Fiscal Years 2020-2021 through 2022



County of Humboldt
 Planning and Building Department
 3015 H Street Eureka CA 95501

FEE AND CHARGES WORKSHEET
PLANNING PERMIT APPLICATION FEES
EFFECTIVE MARCH 29, 2021

PERMIT REVIEW - FULL COST RECOVERY		
	Deposit	Amount
Agricultural Preserve Contract, Amendment, Cancellation Public Hearing	\$ 1,400.00	
Agricultural Preserve Successor Contract Public Hearing	\$ 350.00	
CEQA Study	Actual Cost	
Coastal Development Permit Administrative	\$ 1,500.00	
Coastal Development Permit Public Hearing	\$ 4,500.00	
Condition & Mitigation Monitoring	\$ 750.00	
Conditional Use Permit	\$ 4,500.00	
Determination of Status & Certificate of Compliance	\$ 825.00	
Emergency Permit	\$ 575.00	
Environmental Impact Report (EIR) Preparation	Actual Cost	
Extension or Modification	\$ 875.00	
General Plan Amendment or Zone Reclassification Public Hearing	\$ 2,850.00	
GIS & Map Data Request	\$ 150.00	
Information Request	\$ 150.00	
Joint Timber Management Plan Review Public Hearing	\$ 300.00	
Lot Line Adjustment Public Hearing	\$ 1,850.00	
Lot Line Adjustment Administrative	\$ 1,000.00	
Minor Deviation	\$ 500.00	
Notice of Merger	\$ 500.00	
Permit Provided by Contracted Services (Consultant)	Contract Rate + 20%	
Planned Unit Development Public Hearing	\$ 1,500.00	
Preliminary Review Administrative	\$ 500.00	
Public Road Name Change Public Hearing	\$ 850.00	
Special Permit Administrative	\$ 1,400.00	
Special Permit Public Hearing	\$ 3,250.00	
Subdivision (Final Map - PMS or Parcel Map - PMS) Public Hearing	\$ 2,000.00	
Surface Mining Permit / Reclamation Plan Permit including renewal Public Hearing	\$ 2,000.00	
Variance	\$ 1,500.00	
Zoning Clearance Certificate	\$ 2,750.00	
PERMIT REVIEW - FIXED FEES		
	Fees	Amount
Administrative Enforcement Agreement	\$ 250.00	
Appeal to Board of Supervisors / Planning Commission Public Hearing	\$ 1,000.00	
Application Assistance (2-hour minimum; applies to project)	\$ 291.00	
Burn Down Letter	\$ 130.00	
Cannabis Permit Transfer/Change	\$ 150.00	
Development/Use Started Without Permit	Double Permit Fee	
General Plan Conformance Review	\$ 250.00	
General Plan Petition	\$ 600.00	
Inland Design Review	\$ 475.00	
Cal Fire Timberland Exemption Administrative	\$ 125.00	
Home Occupation Permit, Substantial Compliance Review, Timber Harvest Plan		
Background Check, Business License Renewal, Cottage Industry, Building Application Referral	\$ 100.00	
Legal Document Review	\$ 120.00	
Notices/Referrals (per parcel per year)	\$ 5.00	
Re-application Fee (to renew an expired permit when the extension is filed within 90 days of expiration and the project and codes are unchanged)	50% of original permit fee	
Zone Boundary Interpretation	\$ 440.00	
OTHER FEES & CHARGES		
	Fee/Deposit	Amount
Addressing: Assignments (max \$400 for 5 or more)	\$ 80.00	
Change of Address	\$ 40.00	
Verification of Address	\$ 30.00	
Public Noticing	Actual Cost	
State Responsibility Area (SRA) Map Check Fee	\$ 25.00	
Wide Format Map Printing (Black & White) per square foot	\$ 1.00	
Wide Format Map Printing (Color) per square foot	\$ 1.50	
Notary Certificate	\$ 15.00	
Notice Sign	\$ 10.00	
Tentative Map Street Name Review	\$ 90.00	
Technology Fee: Administrative Review Permit	\$ 45.00	
Technology Fee: Conditional Use Permit	\$ 450.00	
Technology Fee: Special Permit	\$ 325.00	
Technology Fee: Coastal Development Permit	\$ 480.00	
Technology Fee: Subdivision	\$ 200.00	
Technology Fee: Other Public Hearing Project	10% x Permit Cost	
General Plan User Fees: Residential Development	\$ 240.00	
Commercial Development	\$ 360.00	
Industrial Development	\$ 660.00	
Post application review of road abandonment	\$ 310.00	
Post application review of performance contract	\$ 310.00	
North West Information Center	\$ 75.00	
PLANNING DIVISION AMOUNT		3

OTHER DEPARTMENT REVIEW FEES	Fee/Deposit	Amount
ASSESSOR		
Lot Line Adjustment (per parcel) or Merger (per request)	\$	78.20
New Subdivision Processing (per lot)	\$	104.00
Parkland Appraisal (for Subdivisions) (additional charge over 1 hour is \$79 / hour)	\$	134.50
BUILDING DIVISION		
Review Fee (per inspector)	deposit \$	100.00
ENVIRONMENTAL HEALTH DIVISION		
Extensions (.5 hr minimum)	\$	149.00
Final Map Inspection / Land Use Permits for Commercial Development	\$	298.00
Project Review (additional charge over 1 hr is \$149/hr)		
Subdivisions w/community sewer, residential use permits, and some lot line adjustments	\$	149.00
Project Appeal	\$	596.00
Subdivision / Lot Line Adjustment with on-site sewage disposal	per parcel _____ x	\$ 447.00
COUNTY COUNSEL (deposit listed based on per hour)		
Administrative Review Process		
Administrative Coastal Development Permit / Public Hearing Extension	deposit \$	134.00
Certificate of Compliance / Determination of Status	deposit \$	134.00
Information Request	deposit \$	134.00
Public Hearing Review Process		
Major Subdivision Review / Projects requiring two public hearing	deposit \$	1,206.00
Minor Subdivision Review / Projects requiring one public hearing	deposit \$	603.00
Zoning Administrator Hearing	deposit \$	134.00
Post Application Review		
Appeal to Board of Supervisors	deposit \$	534.00
PUBLIC WORKS LAND USE		
Base Project Review Fees (highest base fee used for projects with multiple components)		
Agricultural Preserve Contract	\$	195.00
Certificate of Compliance	\$	195.00
Coastal Development Permit	\$	351.00
Conditional Use Permit	\$	351.00
Determination of Status	\$	195.00
General Plan Amendment / Petition	\$	195.00
Lot Line Adjustment	\$	195.00
Notice of Merger	\$	195.00
Parcel Map Waiver Application (actual costs)	deposit \$	300.00
Preliminary Review (actual costs 1st two hrs free) minimum + 45% overhead	deposit \$	250.00
Special Permit	\$	351.00
Subdivision - Minor (4 lots or less)	\$	1,690.00
Subdivision - Major (PUD/FMS 5 parcels or more) (actual costs + 45% overhead)	deposit \$	1,500.00
Variance	\$	195.00
Zone Reclassification	\$	195.00
Zoning Clearance Certificate	deposit \$	351.00
Other Project Fees (in addition to base project review fees)		
Appeal or Rehearing + 45% overhead	deposit \$	250.00
Extensions - Subdivision	\$	47.00
Extensions - all others	\$	47.00
Legal Description Review (per parcel)	deposit \$	292.00
Revised Map / Revised Project Description / Modification (other than tentative map)	\$	251.00
Revised Tentative Subdivision Map / Revised Project Description / Modification	\$	419.00

AMOUNT COLLECTED FOR OTHER DEPARTMENTS	\$	-
Planning Division Fees (from previous page)	\$	-
TOTAL PAYABLE TO HUMBOLDT COUNTY PLANNING DIVISION	\$	-

This worksheet includes fees charged by the Planning Division and other reviewing agencies. Some application types are fixed fee while others are subject to Full Cost Recovery. The deposit estimates listed are used for typical applications. Actual costs and processing time may be more or less than the estimate depending on the completeness of the application packet and identification, post-application submittal, of technical or environmental issues by reviewing agencies.

Fees Payable to Others		
Archeological Review: Payable to Bear River Band THPO Department	\$	30.00
Archeological Review: Payable to Blue Lake Rancheria THPO	\$	30.00
Archeological Review: Payable to Wiyot Tribe Cultural Department	\$	30.00

- Applicant is responsible for paying 100% of the actual Planning Division permit costs.
- If processing costs exceed 80% of the deposit an additional deposit will be required to continue application processing.
- Fees for other County of Humboldt Departments are collected at the time of application submittal.
- Double fees are assessed for all projects started without required permits.
- Additional charges may be required for administratively approved projects if a public hearing is requested.

Applicant Signature _____ Date _____