



## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-9

For the meeting of: April 11, 2017

Date: March 29, 2017

To: Board of Supervisors

From: John Ford, Director of Planning and Building Department

Subject: Contract authorization for preparation of a Programmatic Environmental Impact Report (EIR) for amendments to Humboldt County Code regulating commercial cannabis land use activities and transfer from General Fund Contingencies (4/5 vote required).

### RECOMMENDATION(S):

That the Board of Supervisors:

1. Receive the staff report, and
2. Authorize the Director of Planning and Building to execute the attached Agreement (Attachment 1) between the County of Humboldt (County), and Ascent Environmental (Consultant), for preparation of a Programmatic Environmental Impact Report (EIR) for proposed amendments to the Humboldt County Land Use Code regulating commercial cannabis.
3. Authorize the Director of Planning and Building Department to control use of \$50,000.00 contract Contingencies Fund.
4. Approve a transfer from General Fund - Contingencies 1100-990 (4/5 vote required) in the amount of \$89,937 for fiscal year 2016-17 for costs from consulting services to be performed by Ascent Environmental during preparation of a Programmatic Environmental Impact Report (EIR) for the Planning & Building Department as part of the Budget for the Cannabis Services Division (1100-268) (Attachment 2).

Prepared by Steven Lazar, Senior Planner

CAO Approval [Signature]

### REVIEW:

Auditor \_\_\_\_\_ County Counsel [Signature] Human Resources \_\_\_\_\_ Other \_\_\_\_\_

### TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other \_\_\_\_\_

### PREVIOUS ACTION/REFERRAL:

Board Order No. M-1

Meeting of: September 13, 2016

### BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Wilson Seconded by Supervisor Fennell

Ayes Wilson, Fennell, Bass, Bohn, Sundberg

Nays  
Abstain  
Absent

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

Dated: April 11, 2017

By: [Signature]  
Kathy Hayes, Clerk of the Board

## SOURCE OF FUNDING:

Budget: General Fund Contingencies (1100-990) and Planning & Building Department – Cannabis Services Division (1100-268). Funding for a portion of this work (\$150,000) has already been included in the FY 2016-17 Budget for the Planning & Building Department – Cannabis Services Division. A request to authorize transfer of an additional \$89,937 from General Fund – Contingencies is included with this request to authorize execution of the contract for services.

## DISCUSSION:

Authorization to sign this agreement with Ascent Environmental for Consultant Services will allow preparation of a Programmatic Environmental Impact Report (EIR) for proposed amendments to the Humboldt County Land Use Code regulating commercial activities involving Cannabis, as included in FY 2016-17 Budget. The selection of the consultant is in accordance with County purchasing requirements. In finalizing the scope of work staff has worked with the consultant to develop a schedule to complete the work by the end of 2017. In addition, the agreement includes provisions for a contingency over the base budget to allow for unexpected costs. This is explained in more detail below.

### *Background*

During the Board's regularly scheduled meeting on September 13, 2016, the Planning & Building Department presented a draft project description outlining a phased approach for preparation of a programmatic EIR. The phasing consisted of six policy groupings, ordered by anticipated degree of difficulty, timeframe for adoption, and potential cost. After discussion and deliberation, the Board voted unanimously to authorize proceeding with a Request for Proposals (RFP) to secure bids for EIR work covering all six policy groupings / potential phases, while reserving the right to narrow the project scope should the initial bids and timeframes prove cost-prohibitive or lengthy. The RFP was circulated on September 30, 2016 and included a deadline of October 31, 2016 for submission of bids. Proposals were received by two consulting firms: Horizon Water & Development, and Ascent Environmental. Both initial bids received were well in excess of the authorized budget, and suggested the need for additional or expanded contracts and expense addressing the more difficult policy objectives. In late November, the project description was clarified, refined and recirculated to both bidding parties, in an effort to help reduce contract costs and improve the feasibility and timing of critical project objectives. Both bidders were given one month to submit revised proposals. Ascent was selected following a review of the revised proposals. Ascent was chosen based upon their ability to clearly and concisely convey information, their understanding of the project, and they were the lowest bidder by a substantial margin.

*Transfer from General Fund Contingencies (1100-990) (Attachment 2) in the amount of \$89,937.00 for fiscal year 2016-17 to cover additional costs from consulting services to be performed by Ascent Environmental during preparation of a Programmatic Environmental Impact Report (EIR) for the Planning & Building Department as part of the Budget for the Cannabis Services Division (1100-268).*

The scope of work for the project has been narrowed and refined in an effort to lessen overall consultant costs, as well as the timeframe for EIR preparation and ordinance adoption. However, the base budget for the contract (\$189,937) still exceeds the initial budget allocation for the

project by nearly \$40,000. Additionally, the contract has been designed to include a budget of \$50,000 to address contingencies that could arise during the EIR process. Inclusion of this contingencies fund will help insure that the contract budget is sufficient to cover unexpected or additional work or technical costs, should the need arise during completion of the regular scope of work. Authorizing the Director to exercise control over these funds will provide the Department flexibility to work with the consultant to address unexpected work that arises without seeking further Board approval, enabling developments of this sort to be more fluidly addressed during the EIR process. A 4/5 vote of the Board is required to authorize this transfer of monies from the General Fund Contingencies account.

#### FINANCIAL IMPACT:

The total potential cost under the Contract for EIR consultant services is \$239,937. Portions of the cost of the consultant work is currently provided for in the Planning and Building Department, Cannabis Services Division's FY 2016-17 budget, which includes \$150,000 that was previously allocated during adoption of the County Budget in June of 2016. This allocation from the General Fund was initially authorized during the prior fiscal year on February 9, 2016. A request to transfer an additional \$89,937 from General Fund Contingencies to cover the increase in contract cost is requested at this time to enable timely execution of the contract and initiation of work on the EIR. A reserve of \$371,980 is being held for Measure S related expenditures, including enforcement and implementation of the Medical Marijuana Land Use Ordinance. This funding is available for the purpose of the EIR and was allocated during the mid-year budget review on February 7, 2017.

This supports the Board's 2017 Strategic Framework by pro-actively evaluating the environmental effects of amendments to the County Code designed to refine and implement ongoing efforts to daylight the local cannabis industry. Success in this endeavor will include support for business, workforce development and creation of private-sector jobs, streamlining of the permit processes, and advancing local interests concerning natural resources while engaging in ongoing discussions of our regional economic future, as well as statewide concern.

#### OTHER AGENCY INVOLVEMENT:

The EIR and associated amendments to County Code are a continuation of the County's prior efforts to regulate land use activities involving cannabis. During development of the most recent phase of regulations addressing commercial activities, other agency consultation included: North Coast Regional Water Quality Control Board, California Department of Fish & Wildlife, Local Humboldt County Native American Tribes, California Department of Forestry and Fire Protection, Humboldt County Health & Human Services - Environmental Health Division, and Humboldt County Public Works – Land Use Division. Additionally, it is expected that the following agencies will be consulted during the environmental review and legislative process: Bureau of Medical Cannabis Regulation, Department of Consumer Affairs, Department of Food and Agriculture, Department of Pesticide Regulation, State Water Resource Control Board – Division of Water Rights, North Coast Unified Air Quality Management District, Board of Equalization, Franchise Tax Board, Department of Justice, Department of Public Health, Industrial Welfare Commission, California Coastal Commission, State Board of Forestry, Division of Occupational Safety and Health, California Environmental Protection Agency, U.S.

Army Corps of Engineers, U.S. Fish & Wildlife Service, and the California Agricultural Labor Relations Board.

Additionally, the Department has been in communication with County Counsel, Risk Management, Purchasing and the County Administrative office on the transmittal of these draft documents.

#### ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board's discretion. Staff has provided a range of potential alternatives below:

##### *Alternative 1: Do not approve execution of contract*

Under this scenario, the Planning & Building Department would not execute a contract for services with Ascent Environmental. Work on the Environmental Impact Report would not proceed. This alternative is not recommended as it would prevent the County from completing Cannabis-related amendments to the County Code, including:

- Authorization and regulation of activities within the coming recreational market
- Promoting local compliance by a larger percentage of the County's existing industry
- Streamlining portions of the county permit process
- Tightening up policy areas of noted concern.

##### *Alternative 2: Authorize contract without contingency fund*

Under this scenario, project work would be limited to activities detailed in the bidding documents provided by the contractor (Ascent Environmental). Project costs would be capped at \$189,937. Allocation of \$39,937 from the General Fund Contingencies account (1100-990) to the Cannabis Services Division (1100-268) would still be necessary to provide sufficient funding to enable execution of the contract. Assignment and performance of unexpected additional tasks within the project scope of work could compel need for modification of the contract. This alternative is not recommended as it would prevent staff from being able to address unexpected work that arises without seeking further Board approval.

##### *Alternative 3: Modify budget allocation for project and/or project scope, and direct Department to initiate new RFP procedure.*

Under this scenario, the Board could choose to increase (or decrease) the budget for the project and provide guidance on the project description and scope of work to be performed. To solicit additional bids, a new RFP would need to be circulated. This would be open to all parties. This alternative is not recommended as it would delay initiation of the EIR process and Ordinance Revisions, and result in additional cost to the Department.

#### ATTACHMENTS:

- Attachment 1:     Agreement for Consulting Services  
                      Exhibit A   Scope of Work  
                      Exhibit B   Schedule of Work
- Attachment 2:     Request for Budget Appropriation Transfer/Adjustment

## **Attachment 1**

### **Agreement for Consulting Services**

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
ASCENT ENVIRONMENTAL, INC.**

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 Ascent Environmental, Inc., a California corporation, (hereinafter referred to as "CONSULTANT,") is made upon the following considerations:

**RECITALS**

- A. The COUNTY determined that the preparation of a Programmatic Environmental Impact Report (hereinafter referred to as "EIR"), is appropriate in conjunction with planned amendments to Humboldt County Code addressing commercial cannabis activities (hereinafter referred to as "AMENDMENTS"). The COUNTY desires to contract for services to assist in the preparation and adoption of the EIR
- B. Such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to timely hire employees for the performance thereof for the temporary period. CONSULTANT has represented that it is qualified to perform such services, warrants that it is willing to perform the work provided for in this agreement under the terms and conditions set forth in this agreement.
- C. The COUNTY through its Planning & Building Department – Cannabis Services Division, desires and agrees to retain the services of CONSULTANT to assist in the preparation of the EIR for AMENDMENTS.

NOW THEREFORE, IT IS MUTUALLY AGREED as follows:

1. **DESCRIPTION OF SERVICES:**

CONSULTANT agrees to furnish the services described in Exhibit A – Scope of Work and Schedule for Completion, which is attached hereto and incorporated herein by reference. In providing such services and assistance, CONSULTANT agrees to fully cooperate with John Ford, Director of Planning & Building Department, or designee thereof, hereinafter referred to as DIRECTOR.

2. **DURATION OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for one (1) year, or until all services have been completed and payment therefore made in full. This Agreement shall be automatically renewed for additional periods of 6 months, up to a maximum of three (3) years, unless sooner terminated as provided herein.

3. **OBLIGATIONS OF THE COUNTY:**

- A. COUNTY shall confer with CONSULTANT as appropriate, promptly provide access to or loan of any relevant data, reports, maps, or other information in the COUNTY'S possession as reasonably requested by CONSULTANT.

- B. COUNTY agrees to provide compensation for services rendered by CONSULTANT based on time and materials, pursuant to the provisions of this agreement.

4. OBLIGATIONS OF CONSULTANT:

- A. CONSULTANT will provide to COUNTY in a timely manner the services required by this agreement as detailed in Exhibit "A" according to the schedule in Exhibit "B".
- B. CONSULTANT shall confer with the appropriate representative of the Humboldt County Planning Division, as designated by DIRECTOR, as may be necessary and appropriate to provide the services and prepare reports described more fully in Exhibit A. Any reports or products must be submitted in draft to COUNTY by CONSULTANT prior to submitting final documents.
- C. CONSULTANT responsibilities under this agreement shall not be deemed to have been completed until accepted by the COUNTY in writing.

5. OFFICE AND MATERIALS:

CONSULTANT shall furnish all materials, equipment, offices, furnishings, and travel expenses, including meals and lodging, expended by CONSULTANT and necessary to the performance of this agreement.

6. WORK PRODUCT:

All reports, plans, specifications, field data, field notes, calculations, estimates and other similar documents, and work products prepared pursuant to this Agreement shall be the property of COUNTY. The COUNTY shall have unlimited rights to copy, reproduce, excerpt, and cite any and all portions of all reports, plans, specifications, field data, field notes, calculations, estimates and other similar documents, and work products prepared pursuant to this Agreement.

7. COUNTY RELIANCE:

Services performed by CONSULTANT under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

8. CONFLICT OF INTEREST:

Consultant warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

9. TERMINATION:

- A. Non-Performance: Time is of the essence in the performance of this contract. In the event that CONSULTANT is unable to complete the work under this Agreement in an expeditious and timely manner, as set forth herein, COUNTY may, upon ten (10) days written notice, terminate this Agreement and pay only for services rendered as of the date when termination is effective.

Said notice may be given by delivering a copy of said notice to CONSULTANT personally, or by mailing a copy of said notice to CONSULTANT. Termination shall be deemed effective five (5) days after mailing of said notice or, if notice is given by personal delivery, upon delivery of said notice to CONSULTANT.

- B. Breach of Contract: If the CONSULTANT fails to perform in the manner called for in the contract, or if the CONSULTANT fails to comply with any other provisions of the contract, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT shall have 7 days from receipt of notice of termination to remedy the elements of the default identified by COUNTY in the notice of termination, and if so remedied, will no longer be deemed in default. If the CONSULTANT fails to remedy the default, The CONSULTANT will only be paid for all work performed to the date of termination as calculated by COUNTY based on Section 9 A., above, provided that such compensation shall not in any case exceed the maximum sum set forth in the Compensation Section of this Agreement.
- C. Without Cause. This Agreement may be terminated by COUNTY or CONSULTANT without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- D. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local and/or state funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- E. Compensation Upon Termination. In the event of any termination of this Agreement, CONSULTANT 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 owing to COUNTY resulting from a breach of this Agreement by CONSULTANT.

10. INSURANCE REQUIREMENTS:

- A. This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and 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 CONSULTANT, 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 (\$1,000,000) 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 (\$2,000,000).
  - 2) Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage (CSL). Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Services Office form CA 0001 06092, 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) 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) for each occurrence (Four Million Dollars (\$3,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- C. 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, 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 CONSULTANT. 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 "XCU Hazards."
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  - 2) The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in

accordance with the notice provisions set forth herein. It is further understood that CONSULTANT 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, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
  - 5) 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) CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. All coverages shall be with insurance carriers admitted to do business in California. All coverages shall be with insurance carriers acceptable to the County. 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) shall be disclosed to and approved by COUNTY. If CONSULTANT does not keep all required policies in full force and effect, upon discovery COUNTY shall notify CONSULTANT in writing and CONSULTANT shall have thirty (30) days from the date of written notification to cure such lapse to the COUNTY's reasonable satisfaction. If CONSULTANT does not cure such lapse, COUNTY may, in addition to other remedies under this Agreement, suspend or terminate this Agreement. COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
  - 7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above 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  
Attn: Risk Management  
825 5th Street, Room 131  
Eureka, California 95501

CONSULTANT: Ascent Environmental  
455 Capitol Mall, Suite 300  
Sacramento, California 95814

11. COMPENSATION:

- A. Payment. CONSULTANT shall submit to COUNTY invoices itemizing the percentage completed of each task described in Exhibit A – Scope of Work, including any costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices for work product/deliverables described under Exhibit A shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices shall be in a format approved by, and shall include backup documentation as specified by DIRECTOR and any additional documentation that may be requested by the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.
- B. Base Budget. Compensation for services rendered under this agreement shall be based on time and materials. CONSULTANT agrees to furnish all services appurtenant to the Eight (8) discrete tasks described in Exhibit A – Scope of Work, which is attached hereto and incorporated herein by reference. CONSULTANT agrees to bill for services based on rates and cost estimates described in Exhibit B – Schedule of Rates and Charges, which is attached hereto and incorporated herein by reference (hereinafter referred to as “BASE BUDGET”). In accordance with the rates and charges outlined under the BASE BUDGET, CONSULTANT will submit an itemized invoice including the percentage of work completed towards each associated task to the Humboldt County Planning Division. Invoices for services performed in conjunction with a work product/deliverable shall be billed on a time and materials basis not to exceed amount by task as specified in the BASE BUDGET. COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

Maximum Amount Payable under Base Budget. CONSULTANT agrees that the maximum possible amount payable by COUNTY for services performed and reimbursement of costs incurred under the BASE BUDGET for this contract shall not exceed a total sum of ONE HUNDRED AND EIGHTY NINE THOUSAND, NINE HUNDRED AND THIRTY SEVEN DOLLARS (\$189,937.00), unless specifically authorized in writing by COUNTY. . It is understood by both parties that the COUNTY is not obligated under any circumstances to compensate and/or reimburse the CONSULTANT for any amount in excess of BASE BUDGET. The rates and costs shall be as set forth in Exhibit B.

- C. Contingency Funds: In addition to BASE BUDGET, this Agreement includes a Project Contingency Fund of FIFTY THOUSAND DOLLARS (\$50,000.00), hereinafter referred to as “CONTINGENCY FUND”. Use of monies from the CONTINGENCY FUND requires written consent by both CONSULTANT and DIRECTOR, which must detail all of the following:

- 1) The dollar amount;
- 2) The scope of work to be performed;
- 3) The anticipated date the funded work would begin;
- 4) The duration of the work;
- 5) The entity (CONSULTANT or subconsultant) to whom the funds would be transferred/allocated; and
- 6) The justification for the expenditure.

Use of the CONTINGENCY FUND is at the sole discretion of the DIRECTOR, and is for the purpose covering unexpected or additional work or technical costs, should the need arise during completion of the scope of work specified in the BASE BUDGET. The COUNTY is under no obligation to the CONSULTANT for the use of the CONTINGENCY FUND. The maximum rate of compensation for services performed by CONSULTANT under written agreement(s) for use of the CONTINGENCY FUND shall be the same rates specified for the BASE BUDGET.

Maximum Amount Payable under Contingency Fund. CONSULTANT agrees that the maximum possible amount payable by COUNTY for services performed and reimbursement of costs incurred under CONTINGENCY FUND for this contract shall not exceed a total sum of FIFTY THOUSAND DOLLARS (\$50,000.00). Once committed to subsequent work supported by CONTINGENCY FUND, CONSULTANT agrees to perform all associated work without exceeding declared cost estimates.

12. 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: Humboldt County Planning & Building Department  
Attn: Steven Lazar, Senior Planner  
3015 H Street  
Eureka, CA 95501

CONSULTANT: Ascent Environmental  
Attn: Gary Jakobs, President  
455 Capitol Mall, Suite 300  
Sacramento, California 95814

13. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports, which may be required by local, state 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.

14. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records 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, 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 work performed 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 CONSULTANT, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or COUNTY. All examinations and audits conducted under this section 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, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

15. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

16. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal 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 federal and state confidentiality laws 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 or regulations.

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08-14-2013 BY 60322  
UCBAW/STP/STP

17. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONSULTANT certifies by its signature below that CONSULTANT or CONSULTANT's agents, representatives, employees, contractors, and subcontractors are not a Nuclear Weapons Contractor, in that CONSULTANT 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. CONSULTANT agrees to notify COUNTY immediately if it or CONSULTANT's agents, representatives, employees, contractors, and subcontractors 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 CONSULTANT or CONSULTANT's agents, representatives, employees, contractors, and subcontractors becomes a Nuclear Weapons Contractor.

18. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT shall not 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 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, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

19. DRUG-FREE WORKPLACE:

By signing this Agreement, CONSULTANT hereby certifies that CONSULTANT 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. 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 all of the following:
  - 1) The dangers of drug abuse in the workplace;

- 2) CONSULTANT's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs; and
- 4) Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:

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

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

## 20. HOLD HARMLESS/INDEMNIFICATION CLAUSE:

- A. Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their agents, officers, officials, employees and volunteers, from any and all claims, demands, losses, damages, liabilities and expenses and costs of any kind or nature, including, without limitation, attorney's fee and other costs of litigations, which arise by the virtue of its own willful misconduct or negligent acts or omissions (either directly or through or by its officers, agents or employees) in connection with the performance of, or failure to comply with any of its duties and obligations under this Agreement and any amendments hereto.
- B. Acceptance of insurance required by this Agreement does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to such damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## 21. RELATIONSHIP OF PARTIES

It is understood that this is an Agreement by and between two independent contractors 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. In performance of the obligations set forth in this agreement, CONSULTANT will be acting as an independent contractor and shall in no sense be considered a partner, agent, or employee of COUNTY. Both parties further agree that CONSULTANT 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.



22. COMPLIANCE WITH LAWS:

CONSULTANT agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal licensure and certification requirements.

23. 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.

24. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT 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 CONSULTANT to obtain supplies, technical support or professional services.

25. 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 assigns.

26. 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 CONSULTANT. 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 CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

27. 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.

28. AMENDMENT:

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

29. STANDARD OF PRACTICE:

CONSULTANT warrants that CONSULTANT has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar

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

30. 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 CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONSULTANT shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

31. 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. The parties hereby waive all provisions of law providing for a change of venue to any other county or state. Prior to Court action, both parties agree to pursue mediation as a means to settle any dispute.

32. 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 (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

33. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any additional services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT 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.

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, but not be limited to, 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 of the parties.

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 obligations hereunder have been duly authorized.

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

**CONSULTANT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

John Ford  
Director, Planning & Building Department

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: \_\_\_\_\_  
Risk Analyst

Date: \_\_\_\_\_

APPROVED

**EXHIBIT A**  
**SCOPE OF SERVICES AND SCHEDULE FOR COMPLETION**  
**ASCENT ENVIRONMENTAL, INC.**

WORK PRODUCT/MILESTONE	ESTIMATED DUE DATE
<b>Task 1 – Project Initiation and Kick-Off Meeting</b>	
Receive notice to proceed	April 3, 2017
Conduct project kick-off meeting	April 3, 2017
Receive all project related materials	April 3, 2017
<b>Task 2 – Project Description</b>	
Ascent submits draft project description to County	April 17, 2017
County provides comments on draft project description to Ascent	April 24, 2017
Ascent submits final project description to County	April 28, 2017
<b>Task 3 – Notice of Preparation and Scoping Meetings</b>	
County Prepares NOP	March 13, 2017
Public release of the NOP	March 20, 2017
NOP scoping meetings	March 20 – April 19
NOP comment period ends	April 19, 2017
County provides complete set of NOP comments to Ascent	April 20, 2017
<b>Task 4 – Administrative Draft EIR</b>	
Ascent submits administrative Draft EIR to County	June 16, 2017
<b>Task 5 –Public Draft EIR</b>	
County provides comments on administrative Draft EIR to Ascent	June 30, 2017
Ascent submits screencheck Draft EIR and NOA to County	July 14, 2017
County provides screencheck Draft EIR comments to Ascent	July 21, 2017
Public Draft EIR Release	July 28, 2017
End of 45 Day Review Period	September 13, 2017
<b>Task 6 –Final EIR</b>	
County provides comments on the Draft EIR	September 15, 2017
Ascent submits administrative Final EIR to County	October 6, 2017
County provides comments on administrative Final EIR to Ascent	October 13, 2017
Ascent submits Public Final EIR to County	October 20, 2017
<b>Task 7 – MMP and CEQA Findings</b>	
Ascent submits draft Findings and MMP to County	October 13, 2017
County provides comments on draft Findings and MMP to Ascent	October 20, 2017
Ascent submits final version of Findings and MMP to County	October 27, 2017
<b>Task 8 – Meetings, Public Hearings, Project Management</b>	
Ascent attendance and presentation at meetings, conference calls and public hearings	As scheduled



## DETAILED DISCUSSION

The following discussion defines activities to be conducted by Ascent for Humboldt County (County) in preparation of an EIR for the project. As discussed above, the project will be managed by Pat Angell, with Gary Jacobs, AICP serving as PIC/project director. Both of these individuals will be actively engaged in all aspects of the project, from meetings and strategy development to preparation and review of all material prior to delivery to the County.

### TASK 1 PROJECT INITIATION AND KICK-OFF MEETING

Ascent will participate in a project kick-off meeting with the County to discuss the project history and background, identify/confirm project objectives, discuss areas of controversy and potential strategies, and establish communication/review protocols. The project schedule will also be discussed and refined. Ascent will work with the County to set up the meeting and establish the agenda. The kick-off meeting will provide Ascent an opportunity to inquire further about the project and receive applicable background documents as well as the draft ordinance.

It is requested that the County provide guidance and/or policy information regarding EIR outline, format, content, etc. to Ascent at (or shortly thereafter) the kick-off meeting. Ascent will review information provided for the project and will prepare a memo for the County documenting information needed to prepare the EIR.

- ▶ Kick-off meeting (includes agenda and notes)
- ▶ Information needs list (PDF)

### TASK 2 PROJECT DESCRIPTION

CEQA requires that the EIR address the "whole of the action." While this may be obvious with some projects, the approach outlined in the RFP regarding staged development and implementation of the project creates a challenge toward development of a clear and accurate project description. The manner in which the proposed ordinance changes are presented in the project description will set the stage for successful evaluation of impacts, mitigation measures, and alternatives. The project description will also need to include project objectives, which will be used, in part, to help define alternatives to the project. A poor approach to this important task will result in problematic evaluation of impacts.

As discussed above, environmental effects concerning the project are related to the reasonably foreseeable actions that individual applicants may take associated with a commercial cannabis operation. Development of these reasonably foreseeable compliance responses is essential to determining the type of environmental impact that may occur. For instance, allowing expansion of cultivation of cannabis would result in the reasonably foreseeable compliance response of earth moving activities and water quality concerns. These activities, in turn, may cause environmental impacts related to soil erosion and/or the loss of topsoil that may be addressed through compliance with the current provisions of County Code (e.g., County Code Section 331.22 regulating grading). Development could result in potential terracing, partially in response to the size of the operation and whether plants are containerized or planted in the ground. Operation of micro-businesses could result in new odor issues regarding the processing and use of cannabis.

Development of the project description must address that State marijuana laws are evolving. With the passage of Proposition 64, demand for cannabis cultivation, processing, manufacturing, and distribution may substantially increase. Ascent will work with County staff to understand projections related to the demand and supply of cannabis originating in Humboldt County. These projections would be based on published studies, such as a 2016 report by the Public Policy Institute of California that addresses sales, use, and consumption of cannabis in the state, and reports that address the legalization of recreational use in Colorado and Washington States.

The project description will provide details on the content of the ordinance and its regulations/performance standards and will include exhibits, as necessary, to illustrate the location of current and prospective cultivation and operations (generally) and how this may change with proposed regulatory changes (e.g., mapping of where cannabis operations could be allowed). A key aspect of the project description will be a clear description of the phasing of the proposed new regulations. Based on County comments, Ascent will revise the project description for inclusion in the EIR. Preparation of the Notice of Preparation (NOP) and Administrative Draft EIR (ADEIR) will not commence until we receive approval on the project description from County staff. Based on our experience with similar regulatory CEQA documents, up to three conference calls between County and Ascent staff are



anticipated during this task and would be attended by Ascent's PIC/project director, project manager, and one additional technical staff.

**Deliverables/Meetings:**

- ▶ Electronic copy of draft project description
- ▶ Electronic copy of final project description
- ▶ Attendance at up to three conference calls with County staff to review and discuss the project description

### **TASK 3 NOTICE OF PREPARATION AND SCOPING MEETINGS**

The County will prepare and distribute the Notice of Preparation (NOP).

Land use ordinances address how certain actions may be performed within a jurisdiction. The types of environmental impacts related to land use ordinances is dependent on the reasonably foreseeable compliance responses that would be implemented by individuals. As a result, the types of environmental impacts that could occur from implementation of the ordinance can be limited to topic areas that are related to cannabis cultivation.

For purposes of this scope of work, it is assumed that sufficient information is available to eliminate the following environmental issues from further evaluation in the EIR through the scoping process:

- ▶ Population and Housing
- ▶ Public Schools
- ▶ Recreation

We will generate template consultation request letters for use by the County to send to California Tribes that have requested notice pursuant to Assembly Bill 52 (AB 52). This scope of work assumes that all AB 52 consultation will be undertaken by the County and that consultant assistance will not be required. We can amend our scope and budget to provide assistance on AB 52 consultation if requested by the County.

Ascent will attend and, if requested, facilitate portions of the public scoping meetings (that may include AB 52 consultation meetings) for the project, including CEQA process background and anticipated environmental issue areas to be evaluated in detail as part of the EIR. It is anticipated that Ascent's project manager will attend up to three (3) scoping meetings. If requested, Ascent will document all comments received and prepare a written summary of the comments.

**Deliverables/Meetings:**

- ▶ Participation in scoping meetings (up to three meetings)
- ▶ Electronic summary of comments received (if requested)

### **TASK 4 PREPARATION OF THE ADMINISTRATIVE DRAFT EIR**

Following County staff review and approval of the project description, Ascent will prepare an Administrative Draft EIR. This document will consist of a full-scope EIR that contains all topic areas provided in Appendix G of the CEQA Guidelines, except as outlined in Task 3.

The project is expected to include a variety of measures aimed at environmental protection and public safety. It will be crucial that the environmental analysis not just look at the potential to cultivate, process, distribute, and use of cannabis; rather, it must consider the context of how it would occur when compliant with the draft ordinance. Ascent will work with the County to determine how best to present and evaluate these actions throughout the EIR. **With respect to mitigation measures, all such measures will be drafted in the form of modifications to the draft ordinance, to the degree it is feasible to do so, and if ordinance language has not been drafted, mitigation will be drafted as performance standards.**

Ascent will also work with County staff on the development of an "Introduction to the Analysis and Assumptions" section to the EIR that will describe the extent of programmatic environmental review of project and how this EIR would be utilized for subsequent environmental review for the consideration of the implementation of the new ordinance standards.

To the extent feasible and appropriate, Ascent will utilize the existing setting information compiled by County staff. It is understood that the County is still working on completing a comprehensive update to its General Plan. A brief description of the approach and analysis for each section that will be included in the Administrative Draft EIR's environmental analysis is presented below:

**Aesthetics.** This EIR section will qualitatively describe the County's current visual resources, consistent with the County General Plan and General Plan Update setting information, as well as other resources (e.g., Caltrans Scenic Highway Program, etc.) The EIR analysis will describe how project implementation could generally change aesthetics within the County, especially from important viewpoints. Changes may include fences and other visual screens that block views of grow operations, additional facilities related to processing and transportation, as well as additional outdoor cultivation activities. Siting requirements (i.e., required distances between project-related uses and "sensitive uses," setback specifications from public or private use types, and retention of CMMLUO Section 55.4.11 regarding lighting standards) that are established within the project will be reflected in the EIR's analysis. The analysis will also include a discussion of light- and glare-related impacts and a discussion of potential impacts to the existing viewshed. Visual and glare simulations are not included.

**Agriculture and Forest Resources.** The project is anticipated to allow for the expansion of existing cultivation areas into agriculture land, and potentially timberlands, including Timberland Production Zones (TPZ) areas (though no timberland conversion would be permitted under the new ordinance). Based on assumptions for the project description developed in Task 2, projections related to the conversion of agricultural and forest lands to cannabis-related uses will be evaluated, as well as the potential for conflicts with Williamson Act Contracts and TPZ.

**Air Quality/Greenhouse Gas (GHGs).** The project is located within the jurisdiction of the North Coast Unified Air Quality Management District (AQMD). A brief description of applicable federal, state, and local regulations, and regional and local conditions within the County will be presented, including current federal and state attainment designations. Using the land use change/cannabis operation development assumptions developed as part of Task 2, Ascent will evaluate the potential criteria pollutant operational emissions of the project, using the California Emissions Estimator Model (CalEEMod) and land-use-specific traffic data (i.e., trip generation and vehicle miles traveled [VMT]). The estimated emissions will be compared against the Air Pollution Control District-accepted thresholds for reactive organic gases, nitrogen oxides, and particulate matter.

Ascent will also perform a qualitative evaluation of project-generated toxic air contaminants. Any such impacts would be related primarily to pesticide use for caterpillars, mites, and other pests associated with the growing of cannabis at cultivation sites and potential processing operations and distributions. However, due to siting and setback requirements established in the project, Ascent would utilize existing siting and buffer-distance recommendations made by the California ARB and in other appropriate documents to determine significance.

Ascent will also qualitatively evaluate potential odor impacts associated with the project. Cannabis cultivation and processing operations may have odors associated with them, especially during the final parts of the cultivation cycle (typically beginning in August and continuing until harvest). Generally, the larger the size of cultivation and processing activities, the greater the potential for odor to be evident. In addition, the establishment of micro- businesses in the County could become focused sources of odors from cannabis cultivation/processing and on-site consumption. Due to the subjective nature of odor assessments, odor impacts are typically determined based on proximity of source and receptor and the number of annual complaints received by the AQMD and local law enforcement (e.g., Humboldt County Sheriff). Ascent will similarly analyze potential impacts of the project, using available information from other local jurisdictions, including relevant experience from jurisdictions along California's North Coast. To the extent feasible, Ascent will take into account the size and type of each reported operation.

The analysis of GHGs will include a brief discussion on the current state of the science (e.g., Intergovernmental Panel on Climate Change's [IPCC] Fourth Assessment Report), current General Plan Update and Climate Action Plan development by the County, along with applicable regulatory framework and relevant guidance (e.g., Assembly Bill [AB] 32 and Senate Bill [SB] 32). The analysis will evaluate the project in terms of its consistency with California's GHG reduction goals, recommendations contained in the AB 32 Scoping Plan, and other recent guidance documents, for determining whether project-generated GHG emissions would be a cumulatively considerable contribution to the global impact of climate change. Changes in carbon sequestration associated with changes in vegetation from establishment of cultivation areas and plant growing cycles will be considered.

The analysis will scope out adaptation to climate change, with the exception of the potential hazards associated with increased wildfire risk.

**Biological Resources.** Ascent will conduct an electronic search of the CDFW's California Natural Diversity Database (CNDDB), which identifies listed species that may occur in the project area. General Plan Update information will be utilized as well. An electronic search of the California Native Plant Society's (CNPS) Electronic Inventory will also be conducted to obtain current information regarding sensitive plant species. Due to the size of Humboldt County, no site reconnaissance surveys will be



conducted. Given cannabis is an agricultural activity, it will be important, in the analysis, to consider whether native habitat may be affected and relevant controls. The CCLUO may not restrict conversion of habitat, but is anticipated to provide for regulatory consideration consistent with the California Fish and Game Code and other provisions. Based on information obtained through document review, the environmental setting section will be prepared. A brief overview of relevant federal, state, and local laws and regulations pertaining to the protection of biological resources at the project site will also be included, and potential permitting needs will be identified and discussed.

The effects of biological resources will be considered in light of the existing conditions compared to the reasonably foreseeable compliance responses associated with the project as well as protection measures within the proposed ordinance (i.e., water supply source standards). This evaluation will be based on a review of available literature. For example, a recently published article<sup>2</sup> indicates that water diversions associated with cannabis cultivation in Humboldt County have affected streamflows, the reduction in rate of which may have caused lethal or sub-lethal effects on state- and federally-listed salmon and steelhead trout and sensitive amphibian species. Other articles have addressed effects on terrestrial species, such as owls and mammals. Fencing of cannabis cultivation sites could also impact wildlife movement. Impacts will be evaluated in light of how management practices may change at cultivation sites. Mitigation measures, with enforceable performance standards, will be provided to reduce potentially significant impacts.

<sup>2</sup> Scott Bauer, et. al., 2016 (March 18). Impacts of Surface Water Diversions for Marijuana Cultivation on Aquatic Habitat in Four Northwestern California Watersheds. PLoS ONE 10(3): e0120016

**Cultural Resources and California Tribal Cultural Resources.** The analysis of cultural resources will be developed based on existing information (Archaeological Information Center data, local plans, plan EIRs, General Plan Update data, and other relevant documents) and information provided from the County from the AB 52 consultation process to make environmental conclusions. Given the size of Humboldt County, analysis will be limited to a literature review. This section will include a discussion of the applicable federal, state, and local policies and regulations; a brief summary of the prehistory and history of the area; a summary of the methods used to evaluate cultural resources; a listing of the criteria for determining significance; a description of historic properties or historical resources; and identification of impacts and related mitigation measures. This scope of work assumes that County staff will initiate consultation with applicable tribes, per AB 52, although Ascent can assist with this effort subject to a scope adjustment. Any information pertaining to Native American Resources gleaned from consultation will be incorporated into the EIR's analysis.

**Geology and Soils.** Ascent will use existing information from soil surveys, the General Plan Update, and other readily available documents to describe the geologic setting of the Humboldt County including topography and soil characteristics. This information will be used to evaluate impacts related to unstable soil and slopes, and soil erosion, particularly as it may relate to cultivation on steeper slopes. Impacts will be identified and assessed, and mitigation measures will be recommended for any significant or potentially significant impacts. The project would not be expected to affect risks associated with seismic ground shaking, so seismic-related issues will be scoped out of the EIR.

**Hazards and Hazardous Materials.** Cannabis operations typical involve the use of pesticides and other potential hazardous materials that can result in potential public health and environmental impacts (although non-hazardous pesticides are also used). Using available information, include the California Department of Pesticide Regulation's guidance on pest management practices for cannabis cultivation, the EIR will identify typical hazardous materials used in cannabis operations and will evaluate the effectiveness of the project and existing regulations to mitigate potential impacts. This work effort will involve the utilization of existing County (e.g., Division of Environmental Health) information on commercial cannabis operations as well as other data sources.

**Hydrology and Water Quality.** The existing CMMLUO includes several provisions aimed at protecting water quality, including compliance with the North Coast Regional Water Quality Control Board Order No. 2015-0023.

The EIR will describe the existing hydrologic setting of the County and surrounding area based on available documentation (i.e., water quality information, flood and topographic mapping, and previous documentation, including the preliminary draft technical sections for the County's General Plan Update, and information from the North Coast Regional Water Quality Control Board). Water quality and watershed health conditions related to the ongoing unregulated cultivation of cannabis in the County will be discussed. Ascent will also summarize appropriate federal, state, and County regulations and policies related to these issues, including the North Coast Regional Water Quality Control Board regulation of waste discharges from Cannabis cultivation and other operations. Using this information, Ascent will qualitatively evaluate the effects of the ordinance on run-off volumes and

drainage patterns, pollutant discharges to surface and ground waters, and potential flooding hazards and downstream flooding impacts. The analysis will also address surface water and groundwater resource impacts associated with cannabis operations water supply needs. This will include consideration of County well design standards and proposed water source standards to be provided in the ordinance. No formal engineering evaluations are proposed or considered necessary at this time.

Ascent will retain Northwest Hydrologic Consultants (NHC) for this task. NHC will provide internal peer review and technical experts for this issue area. NHC will assist Ascent in development of 1) criteria of significance; 2) potential impacts to analyze; 3) the approaches for potential impact analyses, 4) possible methods to evaluate cultivation areas within subwatersheds. All of NHC's work will be conducted prior to submittal of a draft document to County staff for review.

**Land Use and Planning.** The project is anticipated to include the requirements for Zoning Clearance Certificates and other zoning clearances for all commercial activities similar to the existing CMMLUO, which provides strong local control on this use.

Using the projected growth of cannabis operations established as part of Task 2, Ascent will evaluate the project relative to the County General Plan land use diagram and policies (as well as consideration of the General Plan Update that is in process). Since the project would involve a modification of existing County Code provisions, it is assumed that the crux of this analysis will focus on consistency with existing policies adopted for the purpose of reducing environmental impacts. However, Ascent will also qualitatively describe existing land use within the County and describe any potential for division of existing communities. The project may also be implemented in the coastal zone. Ascent will evaluate the potential need to amend existing Local Coastal Plan and discuss other coordination requirements pertaining to the Coastal Commission.

**Noise.** The noise setting will generally describe the existing noise environment within the County based on existing environmental documentation and review of aerial photographs. This will include identification of existing areas with concentrations of noise-sensitive receptors and major noise sources, ambient levels, and natural factors that relate to the attenuation thereof, including topographic features. Noise levels of specific equipment used for construction, cultivation, and processing activities will be briefly discussed and the distance at which such effects can substantially affect sensitive receptors will be determined. Ascent staff have noted the use of grading equipment and mechanical trimmers at previous visits to cannabis farms related to other contracts. No noise measurements will be taken as part of this analysis. The EIR will assess the exposure of sensitive receptors to or generation of excessive groundborne vibration or noise levels from these types of construction and operational equipment that may result from uses allowed under the ordinance. This analysis will be based on documented source-specific vibration levels and standard modeling procedures. The significance of short-term and long-term noise impacts will be determined based on comparisons with applicable federal, state, and County noise standards (including setbacks and CMMLUO Section 55.4.11[o]).

**Public Services.** The project would likely allow for expanded or new commercial cannabis operations (e.g., micro-businesses) in rural areas of the County, particularly in forested areas where there could be additional need for law enforcement and fire protection personnel. The EIR will evaluate how the CCLUO may affect service ratios, response times, or other performance objectives related to these public services. It is assumed that there would be no substantial changes to schools, parks, and other governmental facilities, and thus these topics would not be within the scope of the EIR.

**Transportation and Circulation.** Depending on the location of cannabis cultivation and processing operations, the project may allow for increases in localized traffic congestion, although substantial traffic generation is not expected and a traffic engineer is not included on the team. Based on review of existing cannabis cultivation and processing operations in Calaveras County, vehicle trips could increase to 10 – 15 trips per day per site during harvest (September through October). Trip counts and roadway/intersection analyses are not proposed and are assumed to not be needed. Ascent staff will coordinate with County staff to develop reasonable estimations of average trip length for the various use types allowed under the project in order to assess overall increases in VMT that may occur. Traffic safety will also be addressed.

**Utilities and Service System.** Cannabis cultivation requires substantial amounts of water and, for indoor operations, electricity. The EIR will evaluate how changes to the land use ordinance may affect the provision of these utilities and related service systems. This evaluation will be based on assumptions established under Task 2, and studies related to water and electricity demands associated with cannabis operations. This will include an analysis consistent with Appendix F of the CEQA Guidelines and recent case law on energy use impact analysis.

**Cumulative Impacts.** This section will evaluate whether the ordinance's incremental contribution to an existing significant cumulative impact is considerable, and will consider the potential effects of the ordinance as a whole, based in part on the number of applications received.

In order to evaluate the project's contribution to cumulative effects, it is necessary to identify the cumulative context. While the specific actions are not yet known, illustrative examples include an increase in the number of accepted applications, and expansions of areas where cannabis may be cultivated and/or processed. The EIR will then go through each environmental issue area analyzed in detail as part of the EIR and evaluate whether the project's contribution would be significant. The cumulative context will consist of the existing CMMLUO, and implementation of the project. Ascent and County staff will work together to determine what may be reasonably foreseeable, in a manner similar to as described in Task 2 for the proposed project.

**Impacts from Growth Inducement.** This section will qualitatively evaluate the project's potential to induce growth (economic) and any related environmental impacts that would occur (pursuant to CEQA Guidelines Section 15126[d]).

**Significant and Unavoidable Impacts.** This section provides a summary of any significant and unavoidable impacts identified in the previous sections.

**Significant Irreversible Changes.** As part of the approval of a new ordinance, the EIR will need to describe significant irreversible changes to the environment with the implementation of the project.

**Alternatives.** In coordination with County staff, Ascent will develop up to three project alternatives for evaluation as part of the EIR. Consistent with CEQA requirements, one of the alternatives will include a "No Project" alternative, defined as no change to the code and continuation under the existing CMMLUO (or, perhaps, awaiting adoption of the State regulations), while the other two will examine variations of the project, to be developed based on coordination with and direction from the County.

It is assumed that the alternatives to be developed will examine further refinement of the provisions and development standards. Such issues that will be considered include, but are not limited to, distance between grow sites and water bodies, proximity to schools and other sensitive land uses, minimization of agricultural operations and timberland conflicts, slope stability and soil erosion, habitat conditions, and visibility of operations and impacts of visual screening.

The Alternatives Chapter will compare the impacts of each alternative to the project impacts. Using this comparison, the Environmentally Superior Alternative will be identified. It is assumed that a brief qualitative discussion of the potential environmental impacts of the initiative will be carried through each alternative's analysis.

**Administrative Record.** As part of preparation of the administrative Draft EIR, Ascent will compile an electronic copy of all cited literature, studies, personal communications, and reference materials used in the preparation of the EIR. These materials will be provided with the Public Draft EIR deliverable (see Task 5), and updated as needed at the Final EIR stage (see Task 8). Ascent will submit the Administrative Draft EIR electronically for County staff review.

**Quality Assurance.** Ascent's PIC/Project Director will conduct a thorough review of the document prior to submittal to the County to ensure it meets the requirements of CEQA (including case law), is consistent from section to section, and reflects a high quality of readability.

**Deliverables/Meetings:**

- ▶ Electronic copy of Administrative Draft EIR

## **TASK 5      PREPARATION OF THE PUBLIC DRAFT EIR**

Upon receipt of one consolidated and reconciled set of comments from County staff on the Administrative Draft EIR, Ascent will revise the Administrative Draft EIR and prepare a Screencheck Draft EIR for review prior to circulation of the Draft EIR. Upon completion of County review of the screencheck Draft EIR, Ascent will revise the EIR and prepare the Draft EIR for public release. This scope and budget assume that the County does not raise significant new issues (editorial or substantive) as a part of the screencheck review.

Ascent will provide one (1) hard copy of the Draft EIR and an electronic copy of the Draft EIR for County publishing and distribution. Ascent will submit 15 CD copies of the Draft EIR to the State Clearinghouse, along with the Notice of Completion (NOC), as required by the State CEQA Guidelines Section 15085(d). Ascent will prepare a draft notice of availability (NOA) for County staff review, and will enclose the final NOA with the Draft EIR. It is assumed that the County will post the NOA at the



Clerk-Recorder's Office and will otherwise notice the public in accordance with County and State CEQA Guidelines Section 15087 requirements (i.e., NOA mailing, newspaper ad, etc.). It is assumed that Ascent's PIC and project manager will attend the public hearing conducted during the review period for the Draft EIR.

**Deliverables/Meetings:**

- ▶ Conference call with County staff to review and discuss Administrative Draft EIR comments
- ▶ Electronic copy of Screencheck Draft EIR
- ▶ One (1) hard copy and an electronic copy of Draft EIR for public release by the County, including NOA
- ▶ 15 CDs and a NOC delivered to the State Clearinghouse
- ▶ Attendance at public hearing on the Draft EIR

## **TASK 6 FINAL EIR**

The County will be responsible for receiving all public comments on the Draft EIR and providing the comment letters to Ascent. Upon receipt of an organized set of Draft EIR comments from the County, Ascent will closely review all comments received during the Draft EIR comment period, as well as any late comments that require response. Ascent and County staff will conduct a conference call to discuss comments received, response strategy, and to confirm whether a change in scope is necessary in order to provide thorough, well-substantiated responses for any comment that raises issues with the Draft EIR's environmental analysis.

Ascent will thoughtfully respond to the comments received and will provide thorough, well- substantiated responses for any comment that raises issues with the Draft EIR's environmental analysis. The volume and type of comments cannot be determined at this juncture. A total of 100 hours of technical time has been set aside in this scope. Additional time for word processing and graphics is also included.

Ascent will submit an electronic copy of an Administrative Final EIR for County staff's review and comment. The document will consist of three major sections: 1) an "introduction," which will include a matrix of comment letters received and a summary of the environmental issues raised by each letter; 2) the "response to comments," which will include individually bracketed and numbered comments with the corresponding responses, as well as any master responses; and 3) the "changes to the Draft EIR," which will include the specific text changes for those instances in which the Draft EIR requires revision.

Upon receipt of one set of consolidated and reconciled County comments, Ascent will conduct a conference call with County staff to discuss comments on the Administrative Final EIR and. Following the meeting, Ascent will revise the document in accordance with review comments from the County and prepare the Final EIR. Ascent will submit one (1) hard copy and an electronic copy of the Final EIR to the County for publishing and distribution.

**Deliverables:**

- ▶ Conference calls with County staff to review and discuss Draft EIR public comments and comments on the Administrative Final EIR
- ▶ Preparation of revised scope of work and cost estimate if necessary
- ▶ Electronic copy of Administrative Final EIR
- ▶ One (1) hard copy and an electronic copy of the Final EIR

## **TASK 7 PREPARATION OF DRAFT MITIGATION MONITORING PLAN (MMP) AND CEQA FINDINGS**

Ascent will prepare the Mitigation Monitoring Plan (MMP) for County staff review and approval. Assuming that all mitigation would be incorporated into the ordinance via provision modification, the MMP will lay out the information necessary for staff to determine if and when a mitigation measure is complete or whether ongoing mitigation is implemented in conformance with the EIR.

Ascent will prepare CEQA Findings of Fact and, if there are significant and unavoidable impacts, a Statement of Overriding Considerations (SOC). The Findings/SOC will specify which mitigation measures have been incorporated into the project and those measures that have not, and will explain why certain measures have been found to be infeasible. If applicable, the Findings/SOC will also identify which of the feasible project alternatives could reduce adverse environmental effects but are not being implemented, with an explanation as to why they are considered to be infeasible. Ascent will prepare an administrative draft

of the Findings/SOC and will submit it (electronically) to the County. Upon receiving comments on the Findings/SOC from the County, we will finalize them and provide an electronic copy.

**Deliverables:**

- ▶ Electronic copy of administrative draft and final MMP
- ▶ Electronic copy of administrative draft and final Findings/SOC

## **TASK 8      MEETINGS AND HEARINGS**

Ascent will manage the EIR to maintain the schedule. Ascent will stay in close communication with County staff via phone calls and emails to ensure the County's objectives are met, the schedule is kept, and the project is implemented within established budget parameters. Beyond those meetings identified above, it is assumed that the Ascent project manager will attend up to three (3) additional meetings/public hearings with County staff and other agencies. Each meeting/public hearing is assumed to require approximately eight hours for preparation, travel time, and attendance. Additional meetings, including additional public outreach efforts deemed necessary by the County, could be included as an optional task.

DRAFT

**EXHIBIT B**  
**BASE BUDGET**  
**ASCENT ENVIRONMENTAL, INC.**



LABOR COSTS		Total Hours	Total Dollars
RATE/HOUR			
TASK 1: Project Initiation and Kick-Off Meeting			
Project Initiation and kick-Off Meeting		20	\$ 4,360
Subtotal, Task 1		20	\$ 4,360
TASK 2: Project Description			
Draft Project Description		100	\$ 14,000
Final Project Description		12	\$ 1,560
Subtotal, Task 2		112	\$ 15,560
TASK 3: Scoping Meeting			
Scoping Meeting		14	\$ 2,710
Subtotal, Task 3		14	\$ 2,710
TASK 4: Preparation of Administrative Draft EIR			
Introduction		7	\$ 995
Project Description (included as Task 2)		0	\$ -
Introduction to the Analysis		14	\$ 1,720
Aesthetics		38	\$ 4,480
Agriculture and Forest Resources		48	\$ 5,870
Air Quality/Greenhouse Gas		64	\$ 8,160
Biological Resources		74	\$ 9,770
Cultural Resources and California Tribal Cultural Resources		34	\$ 4,060
Geology and Soils		30	\$ 3,660
Hazards and Hazardous Materials		36	\$ 4,390
Hydrology and Water Quality		82	\$ 10,240
Land Use Planning		36	\$ 4,250
Noise		60	\$ 7,250
Public Services		36	\$ 4,250
Utilities and Service Systems		40	\$ 4,960
Transportation		36	\$ 4,610
Cumulative Impacts		17	\$ 2,260
Impacts from Growth Inducement		12	\$ 1,620
Significant and Unavoidable Impacts		2	\$ 230
Significant Irreversible Changes		2	\$ 230
Alternatives		39	\$ 5,130
Administrative Record		11	\$ 1,410
Quality Assurance		38	\$ 7,730
Subtotal, Task 4		756	\$ 97,275
TASK 5: Preparation of Public Draft EIR			
Screencheck Draft EIR		98	\$ 14,030
Draft EIR and Notice of Completion		32	\$ 4,900
Subtotal, Task 5		130	\$ 18,930
TASK 6: Final EIR			
Administrative Final EIR		100	\$ 14,190
Final EIR		44	\$ 5,570
Subtotal, Task 6		144	\$ 19,760
TASK 7: Preparation of Draft Mitigation Monitoring Plan and CEQA Findings			
Mitigation Monitoring Plan and CEQA Findings		37	\$ 4,860
Subtotal, Task 7		37	\$ 4,860
TASK 8: Meetings and Hearings			
		66	\$ 14,260
Subtotal, Task 8		66	\$ 14,260
TOTAL LABOR HOURS		1279	
TOTAL LABOR DOLLARS			\$ 177,715

DIRECT COSTS		Total Dollars
2. Subconsultants		
nbc		\$ 8,240
Administrative Costs (5%)		\$ 412
Subtotal, Subconsultants		\$ 8,652
2. Printing		
Draft EIR Production		\$ 500
Final EIR Production		\$ 420
Subtotal, Printing		\$ 920
3. Other Reproduction (e.g., meeting agenda/material, general photocopying)		\$ 100
4. Mileage/Parking/Travel		\$ 2,350
5. Maps/Supplies/Photos/Miscellaneous		\$ 100
6. Postage/Delivery		\$ 100
TOTAL DIRECT COSTS		\$ 12,222

**TOTAL ESTIMATED COST: \$ 189,937**

LABOR COSTS		Principal Jakobs \$230	Project Manager Angell \$210	Environmental Planner Mundhenk \$165	Environmental Planner Lowenthal \$120	Natural Res. Lead Leeman \$180
RATE/HOUR						
TASK 1: Project Initiation and Kick-Off Meeting						
Project Initiation and kick-Off Meeting		8	12			
Subtotal, Task 1		8	12	0	0	0
TASK 2: Project Description						
Draft Project Description		6	16	2	62	
Final Project Description			2		6	
Subtotal, Task 2		6	18	2	68	0
TASK 3: Scoping Meeting						
Scoping Meeting			12			
Subtotal, Task 3		0	12	0	0	0
TASK 4: Preparation of Administrative Draft EIR						
Introduction			2		4	
Project Description (included as Task 2)						
Introduction to the Analysis				2	10	
Aesthetics			2			
Agriculture and Forest Resources			2		40	
Air Quality/Greenhouse Gas			2			
Biological Resources			2			10
Cultural Resources and California Tribal Cultural Resources			2			
Geology and Soils			2			
Hazards and Hazardous Materials			2		28	
Hydrology and Water Quality			2	8	60	
Land Use Planning			2			
Noise			2			
Public Services			2			
Utilities and Service Systems			2	2	30	
Transportation			2			
Cumulative Impacts		1	2			
Impacts from Growth Inducement			2		10	
Significant and Unavoidable Impacts						
Significant Irreversible Changes						
Alternatives		1	2	4	28	
Administrative Record		1	2			
Quality Assurance		20	12			
Subtotal, Task 4		23	48	16	210	10
TASK 5: Preparation of Public Draft EIR						
Screencheck Draft EIR		8	16	4	40	
Draft EIR and Notice of Completion		4	8		16	
Subtotal, Task 5		12	24	4	56	0
TASK 6: Final EIR						
Administrative Final EIR		8	16	2	30	2
Final EIR		2	4		20	
Subtotal, Task 6		10	20	2	50	2
TASK 7: Preparation of Draft Mitigation Monitoring Plan and CEQA Findings						
Mitigation Monitoring Plan and CEQA Findings		1	4		30	
Subtotal, Task 7		1	4	0	30	0
TASK 8: Meetings and Hearings						
		20	46			
Subtotal, Task 8		20	46	0	0	0
TOTAL LABOR HOURS		80	184	24	414	12
TOTAL LABOR DOLLARS		\$ 18,400	\$ 38,640	\$ 3,960	\$ 49,680	\$ 2,160



Wildlife Biologist Alvarado \$125	Senior Air/GHG/Noise Kerr \$165	Air/GHG/Noise Antoniou \$120	Transportation Miller \$135	Geology/Soils Kozloski \$120	Planner/ Cultural Cunningham \$115	GIS/ Graphics \$115	Word Processing/ Administrative \$95	Total Hours	Total Dollars
								20	\$ 4,360
0	0	0	0	0	0	0	0	20	\$ 4,360
						8	6	100	\$ 14,000
						2	2	12	\$ 1,560
0	0	0	0	0	0	10	8	112	\$ 15,560
							2	14	\$ 2,710
0	0	0	0	0	0	0	2	14	\$ 2,710
							1	7	\$ 995
								0	\$ -
							2	14	\$ 1,720
					28	4	4	38	\$ 4,480
						4	2	48	\$ 5,870
	8	50				2	2	64	\$ 8,160
50						8	4	74	\$ 9,770
					30		2	34	\$ 4,060
				20		4	4	30	\$ 3,660
						2	4	36	\$ 4,390
						8	4	82	\$ 10,240
					28	2	4	36	\$ 4,250
		48				6	4	60	\$ 7,250
					30		4	36	\$ 4,250
						2	4	40	\$ 4,960
			16		16		2	36	\$ 4,610
					14			17	\$ 2,260
								12	\$ 1,620
					2			2	\$ 230
					2			2	\$ 230
						4		39	\$ 5,130
							8	11	\$ 1,410
						2	4	38	\$ 7,730
50	8	98	16	20	150	48	59	756	\$ 97,275
2		2	2	2	12	2	8	98	\$ 14,030
							4	32	\$ 4,900
2	0	2	2	2	12	2	12	130	\$ 18,930
	2		2	2	18	4	14	100	\$ 14,190
					8		10	44	\$ 5,570
0	2	0	2	2	26	4	24	144	\$ 19,760
							2	37	\$ 4,860
0	0	0	0	0	0	0	2	37	\$ 4,860
								66	\$ 14,260
0	0	0	0	0	0	0	0	66	\$ 14,260
52	10	100	20	24	188	64	107	1279	\$ 177,715
\$ 6,500	\$ 1,650	\$ 12,000	\$ 2,700	\$ 2,880	\$ 21,620	\$ 7,360	\$ 10,165		

## **Attachment 2**

**Request for Budget Appropriation Transfer/Adjustment**

## # A

DEPARTMENT #: 1100-990 POSTING DATE: 3/13/2017

	Transfer within expenditure/revenue category (with Auditor Approval)	Original only
	Transfer between expenditure/revenue category (with CAO & Auditor Approval)	Original +1
	Increase/decrease Intrafund Transfer account (with Board Approval)*	Original +1
<b>x</b>	Transfer to or from Contingencies (with Board Approval)*	Original +1
	Increase/decrease budget unit appropriation (with Board approval)*	Original +1
	Establish/transfer funds in Fixed Assets <\$10,000 (CAO & Auditor Approval)	Original +1
	Establish/transfer funds in Fixed Assets >\$10,000 (with Board Approval)*	Original +1

Revised 02/15