EXHIBIT 1 of RFP PLN2023-03

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONTRACTOR]

This Agreement, entered into this ____ day of _____, 20[__], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and [Name of Contractor], a [Name of State] [type of business], hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

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

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

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

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

2. TERM:

   This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [_____] [__], 20[__], unless sooner terminated as provided herein.

3. TERMINATION:

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

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

B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is {_____} Dollars ($XX.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.

C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by the "Director" and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or

termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

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

6. NOTICES:

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

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

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

7. REPORTS:

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

8. RECORD RETENTION AND INSPECTION:

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

services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations

promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

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

11. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq*.; California Government Code Sections 4450, *et seq*.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq*. of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons

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

13. DRUG-FREE WORKPLACE CERTIFICATION:

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

A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:

1. The dangers of drug abuse in the workplace;

2. CONTRACTOR's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

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

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and

2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees

and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

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

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars ($2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars ($1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars ($2,000,000.00) for each occurrence (Four Million Dollars ($4,000,000.00) general aggregate). Said

insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

   a. Includes contractual liability.

   b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."

   c. Is the primary insurance with regard to COUNTY.

   d. Does not contain a pro-rata, excess only and/or escape clause.

   e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and

volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars ($100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

16. RELATIONSHIP OF PARTIES:

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

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this

Agreement.

C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

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

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

20. SEVERABILITY:

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

21. ASSIGNMENT:

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

22. AGREEMENT SHALL BIND SUCCESSORS:

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

23. WAIVER OF DEFAULT:

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

24. AMENDMENT:

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

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. STANDARD OF PRACTICE:

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

27. TITLE TO INFORMATION AND DOCUMENTS:

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

28. JURISDICTION AND VENUE:

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

29. ADVERTISING AND MEDIA RELEASE:

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

30. SUBCONTRACTS:

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

31. ATTORNEYS' FEES:

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

32. SURVIVAL OF PROVISIONS:

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

33. CONFLICTING TERMS OR CONDITIONS:

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

34. INTERPRETATION:

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

35. INDEPENDENT CONSTRUCTION:

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

36. FORCE MAJEURE:

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

37. ENTIRE AGREEMENT:

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

38. COUNTERPART EXECUTION:

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

39. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[NAME OF CONTRACTOR]:

By: _____ Date:_____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Steve Madrone, Chair
Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management

LIST OF EXHIBITS:

Exhibit A – Scope of Services
Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
[Name of Contractor]
[Agreement Term]

Scope of Work – EIR for the McKinleyville Town Center Project

The amount of area and the number of parcels that will be altered will result in a substantial increase in development potential. One or more factors analyzed for CEQA compliance may be determined to have a significant effect which cannot be fully mitigated, and an Environmental Impact Report will be required. Development projects have not been proposed at this time. The EIR should provide the analysis necessary to forgo technical studies characterizing potential effects for individual project proposals in the proposed Town Center.

The general approach and techniques for specific work includes:

Notice of Preparation

Using the current version of the Environmental Checklist in the State CEQA Guidelines, CONSULTANT will prepare the Notice of Preparation. County Staff will circulate the Notice of Preparation to the State Clearinghouse, Responsible Agencies and other interested organizations and individuals. One (1) scoping meeting will be conducted at a County provided facility following circulation of the Initial Study/Notice of Preparation.

Administrative Draft EIR

Table of Contents

CONSULTANT will prepare a Table of Contents.

Summary

CONSULTANT will prepare a brief summary of the proposed actions and their consequences, not to exceed 15 pages. The summary shall identify each significant effect with proposed mitigation measures and alternatives, areas of controversy raised by agencies and the public, and issues to be resolved including the choice among alternatives and mitigation of significant effects.

Project Description

CEQA Case law requires an accurate, stable, finite project description as an essential element of an EIR. CONSULTANT will describe the proposed rezoning using the project description provided by the Planning and Building Department in accordance with Section 15124 of the CEQA Guidelines. The EIR will identify each parcel proposed for rezoning on a detailed map, including their size, location, and developable area. The project description shall include a general description of the project's technical, economic, and environmental characteristics and outline any supporting public facilities. The project description must also include the underlying purpose of the project, discuss project benefits, and identify the following:

- Objectives of the Project
- Site History
- Project History
- The Intended Uses of the EIR Including:
    - List of Agencies Expected to use the EIR
    - List of Permits and other Approvals

- List of Environmental Review and Consultation Requirements
- List of all Decisions Subject to CEQA

Project Setting

CONSULTANT will describe the physical environmental conditions in the vicinity of the project. This section is expected to discuss area-wide settings as well as a brief discussion of the specific area surrounding each affected parcel. This section will include maps and other exhibits, as well as a narrative description of the project area and its surroundings. A baseline physical condition should be determined and be no longer than is necessary to provide an understanding of the significant effects of the proposed project and its alternatives. If applicable, the EIR should discuss any inconsistencies between the proposed project and the County General Plan and McKinleyville Community Plan.

Environmental Impact Evaluation

CONSULTANT will conduct an evaluation of impacts utilizing the baseline physical conditions for a threshold of significance for each topic. The significance of project-related impacts will then be determined for the project area. In assessing the impact of the proposed project on the environment the examination should be limited to changes in the affected area as they exist at the time of the Notice of Preparation being published. Direct and indirect significant effects of the project on the environment shall be clearly identified and described, giving due consideration to both the short-term and long-term effects. Except where impacts are expected to be acute and site specific, specific environmental topical areas to be addressed will include the following:

- Aesthetics
  This section will address the project's potential to substantially impair the visible character of the project area's scenic resources. The EIR will include a discussion of proximity to scenic roadways and scenic vistas, existing lighting standards, and recommendations for mitigating any potentially significant impacts.

- Agriculture and Forest Resources
  Agriculture and timber production uses will be assessed for the project area and parcels which are expected to convert to non-agricultural uses will be identified. An analysis of the agricultural suitability of the soil types on the subject site will be prepared.

- Air Quality
  The proposed project will be analyzed using the North Coast Unified Air Quality Management District (NCAQMD) air quality standards. URBan EMISsions air quality modeling software (or an authorized equivalent) will be used to estimate the quantity of criteria pollutants expected to be generated by the project both in construction and in operations, including the impacts of automobiles traveling to and from the affected sites.

- Biological Resources
  Existing information sources, including currently mapped streamside management / wetland areas, and the Natural Diversity Data Base (NDDB) will be used to determine whether biological resources on or adjacent to any of the affected parcels are likely to be impacted. The EIR will need to evaluate any potential habitat for listed species, identify impacts and possible mitigation. The project proposes to use a 3-parameter wetland delineation within the town center. This will require analysis of the potential impacts to wetlands in changing the delineation criteria from a single parameter to three parameters. Wetland surveys are being

completed and will be available for the EIR Consultant to use in the analysis in the change in wetland definitions and in the actual impacts. The project proposes to set aside land for wetland conservation and recreation. The Town Center Ordinance also includes criteria for wetland mitigation.

- Cultural Resources
  Information regarding historical resources in the project area must be reviewed and adequate mitigation measures should be proposed to preserve such resources. This includes historical structures, archaeological resources, human remains, etc.

- Energy
  Description of potential impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation and potential conflict with state or local plans for renewable energy or energy efficiency.

- Geology and Soils
  Existing information sources, including Alquist-Priolo Maps, soil surveys and similar data to address likely impacts related to soils, geologic hazards, seismic safety, and structural hazards shall be utilized. No fieldwork, technical or engineering analysis is anticipated, however, mitigation measures requiring such analysis prior to development may be appropriate for particular areas, depending upon the soil types shown to be present.

- Greenhouse Gas Emissions and Climate Change
  An URBEMIS analysis shall be conducted to quantify the likely contribution of Carbon Dioxide and other greenhouse gases to the extent they can be determined. The primary sources of greenhouse gas emissions expected to be identified in conjunction with the project are construction impacts (short-term) and the transportation related impacts (long-term). Where proposed rezoning is likely to reduce overall vehicle trip length through support of a more land-efficient urban use, the potential beneficial effects of the project on greenhouse gas emissions will also be discussed.

- Hazards and Hazardous Materials
  Identification of affected parcels on the State of California's lists of known locations of hazardous materials generators will need to be determined. It will be necessary to identify any significant hazards to the public or environment due to hazardous materials or foreseeable upset and accident conditions involving hazardous materials. Impairment of any adopted emergency response plans or evacuation plans must be determined.

- Hydrology and Water Quality
  Issues associated with hydrology, water supply and water quality, of both surface and ground water must be analyzed. Flooding and drainage issues need to be addressed in this section to determine if proposed development will substantially alter existing drainage patterns. Identification of areas that may result in substantial erosion or increased surface runoff that would result in flooding on or off site need to be identified. The McKinleyville Community Plan includes drainage criteria.

- Land Use and Planning
  Environmental impacts due to conflicts with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect must be analyzed.

- Mineral Resources
  Information on mineral resources will be referenced and supplemented as necessary.

- Noise
  Using existing information such as community plans, the technical studies prepared by Humboldt County in support of the General Plan Update and noise contours for major transportation facilities prepared by other agencies, the potential for noise impacts to limit the development potential or to require sound mitigation strategies during construction must be determined. Construction noise will also be addressed. Existing policies regarding construction and development in noise impacted areas will be addressed.

- Population and Housing
  Population and housing effects will be described in the context of the Regional Housing Needs Assessment and the policies of the adopted Housing Element. An estimate will be prepared of the number of residents expected to be accommodated within the project area, upon full buildout.

- Public Services
  Using the technical reports prepared for the General Plan Update, a brief analysis of the capability of each affected community service provider to serve higher density residential uses as proposed needs to be prepared.

- Recreation
  Community recreation facilities likely to be affected need to be identified and a description of potential effects of a higher intensity use of those facilities must be provided. If the recreation facilities currently available do not meet the demand of the proposed project, information regarding expansion or construction of recreational facilities should be provided.

- Transportation
  An analysis of the transportation impacts associated with developing the site with a higher density mixed use is needed. The Town Center plan is contemplating the potential of no minimum parking requirement with a higher reliance on public transit, pedestrian and bicycle modes of transportation. The analysis also needs to evaluate the impacts (either as the primary project or project alternative) of reducing the number of lanes upon the major north south arterial through McKinleyville (Central Avenue.) The community is concerned about the amount of delay and redistributed traffic this will create. This needs to be modeled. The newest traffic counts for Central Avenue are from 2012.

- Tribal Cultural Resources
  General information on cultural resources, historical sites and landmarks will be compiled and reported in this section. No fieldwork is anticipated. County Staff will provide a consultation request to the tribes with ancestral territory over the provide area consistent with AB52 protocol. (County will conduct the AB52 consultation.)

- Utilities and Service Systems
  Using the technical reports prepared for the General Plan Update, and in consultation with utility providers, a brief analysis of the capability of local utility systems to serve higher density residential uses as proposed needs to be completed. The project needs to be evaluated to determine if it requires any construction or expansion of utilities or service systems to

adequately support the proposed development. Any hurdles that may pose a barrier to meeting the needs of the proposed development should be addressed.

- Wildfire
  An analysis of the impacts on fire safety and fire hazards from the proposed higher density residential uses including impacts on emergency response plans or emergency evacuation plans, exacerbate wildfire risks, installation of infrastructure that may increase fire risk, and/or expose people or structures to significant risks needs to be provided.

- Mandatory Findings of Significance
  A summary of the project's potential to substantially degrade the quality of the environment and sensitive habitat areas must be prepared. The summary should include impacts that are individually limited, but cumulatively considerable in relation to past projects, other current projects, and of probable future projects. Any environmental effects which will cause substantial adverse effects on humans directly or indirectly shall be included.

Significant Environmental Effects
CONSULTANT will identify and describe the direct and indirect effects of the project on the environment, giving due consideration to both the short- and long-term effects. The discussion should include relevant specifics of the area, the resources involved, physical changes, alterations to ecological systems, and changes induced in population distribution, population concentration, and the human use of the land.

Environmental Effects Which Cannot be Avoided
CONSULTANT will describe any significant impacts, including those which can be mitigated but not reduced to a level of insignificance. Impacts that cannot be alleviated with an alternative shall include their implications and the reasons why the project is being proposed.

Significant Irreversible Environmental Changes
CONSULTANT will describe any uses of nonrenewable resources during the initial and continued phases of the project which may be irreversible.

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

Mitigation Measures
CONSULTANT will describe feasible measures which could minimize significant adverse impacts. The proposed mitigation measures must be fully enforceable through permit conditions, agreements, or other legally binding instruments. Mitigation measures must have an essential connection between the mitigation measure and a legitimate governmental interest, and must be "roughly proportional" to the impacts of the project. Mitigation measures impacting historical resources or greenhouse gas emissions must be compliant with Section 15126.4 of the CEQA guidelines.

Project Alternatives
CONSULTANT will provide an analysis of a reasonable range of alternatives to the preferred project that would avoid or substantially lessen any of the significant effects of the preferred project. CONSULTANT proposes to evaluate alternatives, developed in close cooperation with the County of Humboldt. The alternatives will include a road diet on Central Avenue not being included, maintaining one parameter wetlands, and a reduced scale alternative that would limit development to two story buildings. A No Project alternative, which will assume that the proposed project will not be rezoned, must be addressed.

The EIR must identify the environmentally superior alternative and, if that is the no-project alternative, the environmentally superior alternative among the remaining alternatives.

Cumulative Impacts
CONSULTANT will address cumulative effects using the "full build out" method in which impacts are considered in the context of the anticipated development over their current planning period. Any reasonable, feasible options for mitigating or avoiding the project's contribution to any significant cumulative effects will be identified.

Effects Not Found to be Significant
CONSULTANT will prepare a brief statement in this section explaining why possible significant effects were determined not to be significant and were therefore not discussed in detail.
References and Bibliography
CONSULTANT will compile a bibliography of technical documents and published literature consulted during the preparation of the EIR. Lists of all federal, state, and local agencies; other organizations and private individuals consulted during preparation of the EIR; and the list of persons who prepared the EIR, will be presented.

Submit ADEIR for Review
CONSULTANT will provide electronic copies of Administrative Draft EIR for in-house review and comment by staff.

Circulate Draft EIR
CONSULTANT will revise the ADEIR as necessary to reflect County of Humboldt comments. The resulting Draft EIR will be published and circulated for agency and public review according to provisions of the CEQA Guidelines. COUNTY anticipates that one public comment meeting will be scheduled during the review period of the Draft EIR.

Responses to Comments and Final EIR
Pursuant to Section 15088 of the CEQA Guidelines, the Final EIR must respond in writing to each oral and written comment of the DEIR made by individuals, agencies, and organizations that review it. CONSULTANT will provide initial responses to comments at the end of the EIR circulation period for review by County Staff.

Comments and responses to comments, along with any amendments or alterations to the Draft EIR made in response to those comments and the list of commenting agencies, organizations, and individuals will be published as a separate volume of the EIR which, when combined with the DEIR will constitute the Final EIR (FEIR).

ATTENDANCE AT PUBLIC HEARINGS

CONSULTANT activities expected to be included in this Task include, but are not limited to, the following:

1) Prepare display maps, power point presentations and presentation materials
2) Participate in review and preparation meetings with County Staff
3) Attend one or more Public Hearings at Planning Commission
4) Attend one or more Public Hearings at the Board of Supervisors
5) Prepare written responses to comments raised at hearings by members of the public, Commissioners or Board members.

An initial budget will be established for this task, to be expended only as needed to complete on-call tasks as assigned.

PROJECT MANAGEMENT

CONSULTANT may conduct meetings by phone, zoom or in person with County Staff. The purpose of the meetings will be to coordinate data deliveries, provide project updates, review methodologies and provide preliminary feedback regarding the likely effect of the ongoing analysis on the recommended Housing Inventory. The project management task also includes assignment and coordination of work effort, and schedule and budget maintenance

EXHIBIT B
SCHEDULE OF RATES
[Name of Contractor]
[Agreement Term]

[Brief description of the compensation to be provided to CONTRACTOR]

1. RATE OF COMPENSATION:

   [List and describe each specific rate to be charged CONTRACTOR under the Agreement]

2. EXPENSES:

   [List and describe expenses to be reimbursed by COUNTY under the Agreement, as applicable]