

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
LACO ASSOCIATES
FOR FISCAL YEARS [2023-2024] THROUGH [2024-2025]**

This Agreement, entered into this ____ day of _____, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and LACO Associates, a California Corporation, 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 provide assistance in the planning, policy development and public outreach necessary to update the Humboldt Bay Area Plan and Implementation Plan to achieve Local Coastal Program (LCP) certification from the California Coastal Commission; 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 planning, policy development and public outreach services 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 June 30, 2025, 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 Three Hundred Sixty-Seven Thousand Dollars (\$367,000.00). 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 quarterly 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, 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, Administrative Analyst
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, Administrative Analyst
3015 H Street
Eureka, CA 95501

CONTRACTOR: LACO Associates
Attn: Michael Nelson, President
21 W. Fourth Street
Eureka, CA 95501

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: LACO Associates
Attn: Michael Nelson, President
21 W. Fourth Street
Eureka, CA 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not LACO Associates – HBAP and Implementation

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 LACO Associates – HBAP and Implementation

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 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.

LACO ASSOCIATES:

By: Michael D. Nelson
Name: Michael D. Nelson
Title: President

Date: 8-10-23

By: Michelle Ellena
Name: Michelle Ellena
Title: Secretary

Date: 8-10-23

COUNTY OF HUMBOLDT:

By: _____
John H. Ford, Director
Humboldt County Planning and Building Department
[Per Board Authorization on August 22, 2023, File ID 23-1157]

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

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

EXHIBIT A
SCOPE OF SERVICES
LACO Associates [7451.41]

EXHIBIT A

Humboldt County Planning and Building Department
 Humboldt Bay Area Plan and Implementation Plan Update
 Humboldt County, California
 LACO Project No. 7451.41
 August 10, 2023

Humboldt County Planning and Building Department (CLIENT, County) has requested professional services from LACO Associates (LACO) related to updating the Humboldt Bay Area Plan (HBAP) and Implementation Plan (IP, Zoning Code) in accordance with the scope of work awarded funding in June 2023 through the California Coastal Commission (CCC) Non-Competitive Local Coastal Program Local Assistance Grant Program (non-competitive funding program).

PROJECT UNDERSTANDING

In April 2023, LACO prepared and submitted a funding application on behalf of the County to the California Coastal Commission (CCC) non-competitive funding program and in June 2023, the County was notified of the funding award. LACO proposes to assist the County with the scope of work detailed in the funding application, which will include updating the HBAP and Zoning Code, components of the Humboldt County Local Coastal Program (LCP). The project will include the planning, policy development, and public outreach necessary to achieve LCP certification.

This project will advance coastal resiliency planning efforts initiated with support of grant funding from the CCC and the Ocean Protection Council (OPC) through grant No. LCP 14-01 A/2 and will utilize information from the Strategic Sea Level Rise (SLR) Adaptation Planning Project that was completed with support of grant funding from the CCC through grant No. LCP 17-02. While much of the planning work contemplated under these grant rounds has been completed, a comprehensive update to the LCP to incorporate these efforts has not yet been adopted. With some exceptions, much of that work is intact and ready to move into the next phase, which includes engaging with CCC staff, conducting public workshops, conducting Planning Commission (PC) and Board of Supervisors (BOS) hearings, and transmitting the LCP amendment to the CCC for certification.

SCOPE OF SERVICES

LACO proposes the following scope of services:

Phase	Task	Description	Estimated Fee
1		Project Management & Grant Administration	
	1000	Project Initiation & Kickoff Meeting	\$ 8,000
	1002	Staff Coordination	\$ 12,000
	1003	Invoicing & Quarterly Reporting	\$ 16,000
Phase 1 Estimated Fees			\$36,000
3		Humboldt Bay Area Plan & Coastal Zoning Regulations Updates	
	3000	HBAP Policy Updates	\$34,000
		<i>Sea Level Rise Policies & Background Information</i>	\$ 12,000
		<i>Tsunami Policies & Background Information</i>	\$ 12,000
		<i>Specific Policy Changes</i>	\$ 10,000
	3001	Changes to Services Areas, Urban Limit Lines, Land Use & Zoning	\$ 12,000
	3002	Modification to Coastal-Dependent Industrial Lands	\$57,000
		<i>Coastal-Dependent Industrial Inventory Update</i>	\$ 22,000

		Coastal-Dependent Industrial Land Use & Zoning Changes	\$ 15,000
		Wetland & ESHA Mitigation Plan	\$ 20,000
	3003	ESHA Map & Policy Updates	\$ 25,000
	3004	Background Information & General Text Edits	\$ 10,000
Phase 3 Estimated Fees			\$138,000
4		Stakeholder Engagement	
	4000	Stakeholder Identification & Materials Development	\$ 25,000
	4001	Tribal Outreach	\$ 15,000
	4002	Public Meetings	\$ 15,000
Phase 4 Estimated Fees			\$55,000
5		Coastal Findings and Draft LCP Amendment Adoption	
	5000	Coastal Consistency and Findings	\$ 35,000
	5001	CCC Staff Review of Draft LCP Amendment	\$ 34,000
	5002	Planning Commission Public Hearings	\$ 21,000
	5003	Board of Supervisor Public Hearings	\$ 14,000
	5004	Submit for CCC Certification	\$ 10,000
Phase 5 Estimated Fees			\$114,000
6		Post-County Adoption Public Hearings and Implementation	
	6000	Coastal Commission Hearing	\$ 7,000
	6001	Board of Supervisors Hearing	\$ 7,000
	6002	LCP Implementation	\$ 10,000
Phase 6 Estimated Fees			\$24,000
Total Estimated Fees			\$367,000

Phase 1: Project Management and Grant Administration

Task 1001: Project Initiation and Kickoff Meeting

LACO will work with Humboldt County (County) staff to initiate project work described in the Humboldt Bay Area Plan (HBAP) and Implementation Plan (IP, Zoning Code) Update scope of work approved for funding by the California Coastal Commission (CCC) in June 2023. LACO will coordinate a project kick-off meeting with County staff, and others such as CCC staff and subconsultants, as needed. This meeting will be held in person and/or via video and will be scheduled within two (2) weeks of receipt of a signed contract between LACO and the County. Up to three (3) LACO staff will attend the kick-off meeting, in person, if needed.

Task 1002: Staff Coordination

LACO will maintain regular communication with County and CCC staff throughout the duration of the project. This Task includes monthly video conference and/or phone meetings with the County to discuss project status and benchmarks. LACO will be available to attend quarterly in-person meetings, if requested. Additionally, LACO will hire and manage subconsultants, as deemed necessary to fulfill the scope of services described herein.

Task 1003: Invoicing and Quarterly Reporting

LACO will prepare quarterly reports for County review and submittal to CCC staff. This scope of services assumes the project duration will be no more than eight (8) quarters (beginning in July 2023 and ending in April 2025).

DELIVERABLE

Quarterly progress reports and reimbursement requests consistent with CCC grant administration requirements.

Phase 3: Humboldt Bay Area Plan and Coastal Zoning Regulations Updates

Task 3001: HBAP Policy Updates

LACO will draft new policies and revise existing policies. This will require additional analysis of current data and best practices related to each of the relevant topic areas in the HBAP to receive updates. Technical approaches will include data review and policy discussions with local CCC staff, as needed, to ensure consistency with the Coastal Act. CCC staff will be consulted during ongoing coordination meetings and will provide review of draft policy language, as needed, either as whole sections or individual policies or programs, as described in each subtask below.

1. Sea level rise policies and background information

LACO will build on past efforts and focus on SLR planning policy work to incorporate best practices for adapting to SLR, informed by the best science available and most recent CCC guidance, into the existing HBAP framework. This will include reviewing policy work drafted with funding under grant No. LCP-17-02 A/1, including the December 2021 Draft SLR Adaptation Policies and SLR Revised Policy Background Study. These policies will be updated and refined based on new information and policy guidance. The draft policies will be refined, as needed, and the updated background information and policies will be incorporated into the HBAP update. New policies will additionally support enhancement and restoration projects that encourage SLR adaptation to protect coastal resources, particularly related to Jacoby Creek flooding and the filling of wetlands. Draft policies will be sent to CCC staff for review.

2. Tsunami Policies and Background Information

The HBAP contains background information and policies related to tsunami hazards based on the Tsunami Predictions for the West Coast of the Continental United States (Technical Report H-78-26) prepared by the U.S. Army Corps of Engineers in 1978 and other studies prepared over 15 years ago. LACO will update the background information and policies related to tsunami hazards based on the Tsunami Policy Background Study (May 2019); 2022 Draft CGS Guidelines for Evaluating and Mitigating Tsunami Hazards in California (Guidelines), or final version, once available; 2021 Humboldt County Tsunami Hazard Area Maps (including Humboldt County WebGIS); draft Humboldt Bay Area Plan – TsunamiReady report (April 2019); GPU (2017); and the 2021 California Building Code. None of these recent documents were available at the time the tsunami hazard policy work was completed under grant No. LCP 14-01 A/2, so that policy work needs to be updated with this new information. LACO will send draft policies to CCC staff for review. If the final updates to the draft documents listed above are not available by the time the draft HBAP updates are submitted to the CCC for certification (see Phase 5 of this scope of services), the draft updated HBAP will include options for tsunami hazard policies, to be refined in a future LCP update.

3. Specific Policy Changes

LACO will incorporate new policies based on the GPU (2017) and ALUCP (2021), direction from the BOS, the Freshwater Community Plan (FCP), and other guidance. Specific policy changes that the LACO will consider include, but not are not limited to, prohibiting uses in Coastal Dependent Industrial (CDI) that support oil drilling off the Humboldt County coast, making the College of the Redwoods a conforming use and incorporating policies from the FCP that support continuance of existing neighborhood markets. Additional policies will be focused on the impacts of sea level rise and tsunami hazards on existing and future residential development and identifying potential areas for housing opportunity locations. LACO will send draft policies to CCC staff for review.

Task 3002: Changes to Service Areas, Urban Limit Lines, Land Uses and Zoning

LACO will assist the County with updates to the HBAP and the Zoning Code to correct inconsistencies and accurately describe and depict existing conditions. These revisions will seek to address conflicts and inconsistencies in service areas, Urban Limit Lines (ULLs), and land uses and zoning. Various inconsistencies between zoning, land use, existing conditions, land use jurisdiction, and/or mapping have been noted. Additionally, the GPU (2017) included land use changes to the HBAP planning area and land use changes in the HBAP planning area that were previously approved by the BOS and submitted to the CCC in 2007 were never finalized.

LACO will include review and reconsider the existing ULLs based on factors including: land use/zoning, proximity to existing development, transportation connectivity, coastal resources rather than environmental conditions and will seek to address conflicts in water service areas (WSAs) and service extension requirements in consideration of the on-the-ground conditions for water service, while minimizing significant policy changes.

LACO will incorporate previously approved land use changes in the HBAP planning area and any additional land use and zoning changes proposed to reconcile inconsistencies, and where needed for consistency with State land use law. LACO will assist the County with revisions to land use definitions, as needed, to change existing non-conforming uses, such as colleges and neighborhood markets, to conforming uses and distinguish urban and rural land use designations, relative to the ULL.

These efforts will require analysis of existing mapping, preparation of maps depicting proposed changes, and updates to mapping in the HBAP and the Zoning Code. Once all proposed changes/updates have been made, LACO will submit a draft to CCC staff for review.

Task 3003: Modifications to Coastal-Development Industrial Lands

Under this task, and subsequent subtasks, LACO will add or modify policies and implementation measures to support the anticipated wind turbine manufacturing facilities needed to support future offshore wind energy development in the coming decade. LACO understands that County staff is currently working with the Humboldt Bay Harbor, Recreation & Conservation District (HBHRCD) to understand its needs for this anticipated future development. LACO will work with the County and HBHRCD, as needed, to develop policies to support those needs. At a minimum, LACO anticipates that these policies and implementation measures will need to address structure height, lighting and protection of ESHA that occurs intermittently around the proposed manufacturing sites. This work will also involve updating the existing CDI inventory, reconsidering changes to the land use and zoning of specific CDI lands within the HBAP planning area and preparing a Wetland and ESHA Mitigation Plan for use by the County and future project proponents when future development is considered on these lands. Upon completion of this subtask, LACO will submit draft documents to CCC staff for review.

1. Coastal-Dependent Industrial Inventory Update

Various inventories of CDI properties were completed within the last ten (10) years, including a BST Associates Humboldt Bay Maritime Industrial Use Market Study (2018), Analysis of Parcels Zoned CDI (2016), and the LACO Technical Memorandum: CDI Site Inventory Review (2015). Since that time, conditions of and existing and proposed uses of these properties have changed based on current ownership, anticipated future projects, completed studies, and market conditions. LACO will assist the County to establish an accurate and up-to-date inventory of CDI lands. This subtask will include mapping and analysis of current CDI lands around Humboldt Bay. This may include recommendations for changes to land use maps and policies, as necessary.

2. Coastal-Dependent Industrial Land Use and Zoning Changes

Based on the updated inventory of CDI lands, LACO will assist the County with reconsideration of land use changes contemplated under grant No. LCP 14-01 A/2 that will facilitate consistency with existing and planned uses of these lands. LACO will work with the County to update the spreadsheet that identifies the various conditions to be considered in determining whether a change in land use and zoning should be proposed. These efforts will include a justification of any proposed changes or lack thereof. In addition to or instead of land use and zoning changes, LACO will work with the County to consider language that will broaden the uses allowed on CDI lands. Specific, currently known, CDI lands that may trigger changes are the City of Eureka airport on the Samoa Peninsula and a parcel owned by the Fairhaven Fire Protection District.

3. Wetland and ESHA Mitigation Plan

The HBAP update will provide background (in part derived from updated presumed ESHA map, see Task 3004, below) to demonstrate that there are no alternative locations for siting CDI facilities in the HBAP area that would be less environmentally damaging than the existing locations that are presumed to have residual wetlands and ESHA on some CDI sites. LACO will work with a qualified biologist, as needed, to develop a Wetland and ESHA Mitigation Plan that will help to streamline the mitigation process and encourage development of CDI lands. To generate a general understanding of existing conditions, the qualified biologist will utilize the 2019 LiDAR imagery of the study area and focused site visits, as necessary, as described in Task 3004, below. The Wetland and ESHA Mitigation Plan will consider the wetlands and potential ESHA (including dune mat ESHA and rare plant ESHA) present on CDI lands and propose mitigation parameters that will give property owners/developers tools to utilize when proposing development that may impact existing wetlands and ESHA on CDI lands. Recognizing the mitigation requirements of Coastal Act sections 30233 and 30260, this subtask may also include the addition of a policy to require mitigation per the developed Wetland and ESHA Mitigation Plan for development that would impact such areas on CDI lands. LACO will review and provide comments to the qualified biologist on the draft Wetland and ESHA Mitigation Plan prior to providing to the County, and subsequently to CCC staff for review.

Task 3004: ESHA Map and Policy Updates

LACO will work with a qualified biologist, as needed, to update ESHA maps to add "Presumed ESHA Map" and add a related policy to require that if development is in the mapped Presumed ESHA area, supporting biological studies may be needed to determine if there would be ESHA impacts. To generate a general understanding of existing conditions, the LACO will utilize the 2019 LiDAR imagery of the study area and focused site visits, as necessary. This subtask will additionally include updates to the ESHA list in HBAP Section 3.30 to clarify what types of sandy habitats are and are not ESHA (e.g., highly altered dunes intermixed with nonnative substrate material such as dredge spoils and gravels), thereby addressing the highly degraded dunes of the North Spit CDI lands. Currently "Vegetated dunes on the North Spit" is listed as a type of ESHA. LACO will work with a qualified biologist to evaluate under what circumstances, if any, areas with patchy native vegetation, including rare annual plants, may not be considered ESHA, and add an exception to the ESHA list, if appropriate.

Task 3005: Background Information and General Text Edits

Using the well-developed work from the 2014 CCC grant, LACO will update background and setting information in the HBAP with new material from relevant recent Humboldt Bay planning projects such as the Strategic SLR Adaptation Planning process, Draft Humboldt Regional CAP (2022), GPU (2017) and ALUCP (2021), and others. This will include updating demographic, economic, geographic information, hazard, safety, and natural resource related reports and studies and correcting out-of-date references in the HBAP

that that have since been superseded. Additionally, any remaining general text edits to the HBAP not covered in other tasks will be completed.

DELIVERABLE

- Administrative Draft updated HBAP
- Revised/Public Draft updated HBAP
- Draft Wetland and ESHA Mitigation Plan
- Final Wetland and ESHA Mitigation Plan
- Draft land use and zoning changes
- Updated CDI Inventory
- Updated ESHA map

Phase 4: Stakeholder Engagement

Task 4001: Stakeholder Identification and Materials Development

LACO will work with County staff to identify stakeholders in the planning process, including but not limited to Native American Tribes such as Blue Lake Rancheria, Wiyot Tribe, and Bear River Band of Rohnerville Rancheria; local agencies such as City of Eureka, City of Arcata, HBHRCD; State agencies such as California Department of Fish and Wildlife, California Department of Transportation, North Coast Regional Water Quality Control Board, and California State Lands Commission; and Federal agencies such as U.S. Fish and Wildlife Service and U.S. Army Corps of Engineers; and property owners who may be impacted by the planning efforts. LACO will compile an initial stakeholder/interested party contact list based on these stakeholder identification efforts and will update this list, as needed, throughout the stakeholder engagement process to add/remove contacts. LACO will perform outreach to identified stakeholders to confirm participation in the project, establish lines of communication between stakeholders, the County, and LACO, and solicit any relevant information and/or concerns for the HBAP update from each stakeholder.⁷

LACO will assist County staff with developing regular email updates, press releases, notices and fact sheets needed to alert the public to the locations of the document, public workshops, and comment opportunities. The email updates will be sent to the stakeholder/interested party contact list to be compiled, as noted above. All information, including fact sheets, will also be available on the County website to ensure that they are accessible to the community and provide the opportunity for the public to request additional accommodation be available at the public workshops.

LACO assumes the County will develop an electronic methodology for receiving comments via webform or similar platform, to allow for input in a variety of formats, and an email list of interested parties. The electronic communications platform will also include an update to the County's Local Coastal Plan webpage to serve as a document repository and avenue for receiving comments.

4002: Tribal Outreach

Following identification of relevant Native American Tribes with interest in the HBAP planning area, LACO will assist the County with engaging Tribes throughout the project in accordance with SB18. This will include initial meeting(s) before the draft updates have been completed to scope issues/concerns within the planning area, if requested. This will include engagement with Tribes on Tribal cultural and ethnobotanical resources, with particular interest on resources that may be at risk of SLR impacts. Draft documents will be provided to the Tribes for review and comment throughout the project. Additional meetings throughout the project may be scheduled. This coordination will be completed before compiling the draft LCP amendment for consideration of the PC.

4003: Public Meetings

LACO will assist the County with holding one (1) public workshop in the Humboldt County coastal zone to help to educate the public on the project. The County seeks to share all updates to be completed under Phase 3 in one (1) public workshop; however, LACO will assist the County with holding up to one (1) additional public workshop, if needed. LACO understands that the County will provide an online workshop forum and comment opportunity. To the extent feasible, the workshop(s) will be scheduled such that CCC staff can attend. Up to three (3) LACO staff will attend the public workshop(s).

DELIVERABLE

Press releases, notices and fact sheets are needed to alert the public to the locations of the document, public workshops, and documentation of comments received.

Phase 5: Coastal Findings and Draft LCP Amendment Adoption

Following completion of Phases 1 through 4, LACO will integrate the background information, policies, and land use/zoning changes developed under Phase 3 into a comprehensive update to the HBAP and IP and will complete a Coastal Act consistency analysis and prepare findings (LCP Amendment). Upon completion of all changes, the draft LCP Amendment will be considered by the Humboldt County PC for recommendation to the Humboldt County BOS. The BOS will review and consider adoption of the draft LCP Amendment, contingent upon CCC approval. Subsequently, the locally adopted draft LCP Amendment will be submitted to the CCC for certification. This will be completed in the following steps:

Task 5001: Coastal Consistency and Findings

LACO will complete the Coastal Act consistency analysis and prepare the findings to support the policy, narrative, and zoning changes proposed under Phase 3, which will consist of the LCP Amendment. Comprehensive fact-based findings are critical to future certification. Findings prepared for recent projects such as the (Samoa Peninsula Wastewater Project and Nordic Aquafarms) will be utilized to the extent feasible.

Task 5002: CCC Staff Review of Draft LCP Amendment

As noted throughout Phase 3, CCC staff will be consulted throughout this process and will be provided draft policies and other deliverables as they are complete. In addition to correspondence with CCC staff regarding draft documents, the LACO anticipates scheduling up to three (3) virtual meetings with County and CCC staff to discuss proposed changes. These meetings are anticipated to occur in the beginning of the process to discuss concepts and broad ideas for updates; following completion of all proposed updates to review the drafts as a complete package; and following the PC hearings discussed below, in preparation for the hearing before the BOS for adoption of the draft LCP Amendment. Up to three (3) LACO staff will attend these meetings.

Task 5003: Planning Commission Public Hearings

LACO will draft the LCP Amendment package, including a staff report, draft updated HBAP, draft IP changes, and Coastal Act consistency analysis and findings, to be presented before the PC for its recommendation on the draft LCP Amendment to the BOS. The recommendation will include providing the BOS with authority to make changes to the draft LCP Amendment based on feedback from the CCC. LACO assumes up to three (3) hearings may be required. Following the PC hearings, the draft LCP Amendment package will be reviewed with CCC staff, as detailed in Task 5002.

Task 5004: Board of Supervisor Public Hearing

The draft LCP Amendment package and PC recommendations will be presented before the BOS for consideration of local approval of the draft LCP Amendment. This assumes the BOS will approve the draft LCP Amendment, with County adoption contingent on approval of the CCC. LACO assumes two (2) hearings may be required.

Task 5005: Submit for CCC Certification

LACO will prepare and submit the locally adopted draft LCP Amendment package to the CCC for certification. This task is complete when CCC staff verify all the materials required for a complete LCP amendment application were provided.

DELIVERABLE

Coastal Act Consistency Analysis
Submittal of LCP Amendment for CCC certification

Phase 6: Post-County Adoption Public Hearings and Implementation

This Phase will include the necessary LACO and County staff participation in the certification process, which includes coordination with CCC staff, attendance at the CCC LCP Amendment certification hearing, and a subsequent BOS hearing to consider any CCC suggested modifications to the LCP amendment.

Task 6001: Coastal Commission Hearing

After discussing the LCP Amendment with CCC staff, up three (3) LACO employees and County staff will attend the CCC public hearing where the CCC will formally review and act on the proposed Amendment. LACO assumes this will require one (1) public hearing.

Task 6002: Board of Supervisors Hearings

Assuming conditional certification is granted in Task 6001, up to three (3) LACO employees and County staff will return to the BOS to adopt the LCP modifications that were proposed by the CCC. If successful, the resolution accepting the changes will be sent to the CCC staff for final certification. LACO assumes this will require one (1) public hearing.

Task 6003: LCP Implementation

After final certification, County staff will transmit the BOS resolution to the CCC staff for final Executive Director Determination. After the determination, LACO will assist County staff with updating the County's coastal development permit application materials, the project webpage, and other informational materials provided to the public to reflect the revised LCP. LACO will also assist County staff involved in the HBAP update with providing training to County permitting staff. LACO will provide up to two (2) training sessions for County permitting staff, if needed. LACO anticipates providing up to one (1) of these training sessions in-person. The County will notify CCC staff when the updated and certified LCP is effective and available to the public. Since many of these activities would extend beyond the grant term, the BOS resolution is the final grant deliverable.

DELIVERABLE

Submittal of the LCP Amendment; Updated County implementation materials

FEE

LACO will invoice CLIENT based on time and materials. The not-to-exceed fee is **\$367,000**.

SPECIAL CONDITIONS, ASSUMPTIONS, AND SERVICES NOT PROVIDED

- LACO does not make any guarantee of the viability of the project, the date upon which approvals will be received, or the successful completion of the project. LACO does not possess any control over the discretionary approval process employed by any involved government agency, or the timely processing of application submittals.
- Tasks not specifically identified in the Scope of Services above are not included, such as special studies and environmental review under the California Environmental Quality Act (CEQA). Should such services be requested, an amendment to this agreement will be required.
- CLIENT will pay all public agency fees associated with this project.
- Task budgets are estimates of required effort; to meet project objectives, LACO may adjust the budget allocations for tasks, but may not invoice in excess of the total estimated cost without written approval from CLIENT.
- LACO assumes free and unrestricted access to the project area over the duration of our contract.
- An environmental assessment or any exploration for the presence or absence of any hazardous, toxic, or corrosive materials is not included in this scope of services.

EXHIBIT B
SCHEDULE OF RATES
LACO Associates [7451.41]

**LACO EUREKA
2023 SCHEDULE OF RATES**

HOURLY RATES

Senior Principal Engineer	\$275.00 per hour
Senior Geotechnical Engineer	\$250.00 per hour
Senior Managing Engineer.....	\$245.00 per hour
Principal Engineer.....	\$235.00 per hour
Principal Land Surveyor.....	\$220.00 per hour
Senior Engineer.....	\$200.00 per hour
Principal Geologist, Principal Planner, Senior Project Manager	\$195.00 per hour
Deputy Director of Planning, Senior Engineering Geologist	\$185.00 per hour
Senior Geologist	\$180.00 per hour
Project Manager, Senior Planner	\$175.00 per hour
Senior Surveyor.....	\$165.00 per hour
Associate Engineer, Laboratory Manager	\$160.00 per hour
Associate Surveyor II	\$155.00 per hour
Senior Grant Analyst, Senior Staff Engineer.....	\$150.00 per hour
Associate Surveyor I, Senior Special Inspector.....	\$145.00 per hour
Associate Geologist	\$140.00 per hour
Associate Planner, Associate Surveyor, Staff Engineer.....	\$135.00 per hour
Staff Geologist.....	\$133.00 per hour
Staff Planner, Staff Surveyor	\$130.00 per hour
Senior Technician	\$125.00 per hour
Assistant Engineer, Assistant Planner, Assistant Geologist, Assistant Surveyor, Testing Lab Tech	\$120.00 per hour
Grant Analyst	\$110.00 per hour
Senior Project Coordinator	\$100.00 per hour
Project Coordinator.....	\$85.00 per hour

HOURLY PREVAILING WAGE FIELD INSPECTION RATES

Geology Group 3: Soils / Asphalt	\$170.00 per hour
Group 1: Masonry, Group 2: Welding / Construction Inspections.....	\$155.00 per hour
Group 3: Soils / Asphalt, Group 4: Concrete	\$150.00 per hour

HOURLY SURVEY RATES - Hourly survey rates are charged for travel time and from job site and on-site time.

Marking Borings / USA Marking Humboldt / Sonoma / Napa (Prevailing Wage Qualifying)	\$220.00 per hour
Marking Borings / USA Marking Mendocino / Lake (Prevailing Wage Qualifying)	\$170.00 per hour
One-Man Survey	\$160.00 per hour
One-Man Survey (Prevailing Wage Qualifying).....	\$210.00 per hour
Two-Man Survey	\$290.00 per hour
Two-Man Survey (Prevailing Wage Qualifying).....	\$370.00 per hour
Three-Man Survey.....	\$370.00 per hour
Three-Man Survey (Prevailing Wage Qualifying)	\$500.00 per hour

EXPERT WITNESS SERVICES - Expert witness services include, but are not limited to, preparation for and attendance at depositions or court by Principal or Senior Professionals. Other staff support will be billed at regular hourly rates.

Principal Professional Expert.....	\$500.00 per hour
Senior Professional Expert	\$400.00 per hour

ANNUAL RATE INCREASE - LACO Associates anticipates an annual hourly rate increase of 3% to 5% effective January 1st of each new year without prior notice. For projects that span multiple years, an updated Schedule of Rates will be sent with the first invoice that reflects the annual increase.

NOTES

1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
2. Outside services, including, but not limited to, consultants and laboratories, will be billed at Cost plus 15%.
3. Subsistence and per diem will be calculated at Cost plus 15%.
4. All travel time will be charged at the regular hourly rates.

TRANSPORTATION

Automobile and pickup:

Trip charge per day (half-day minimum charge) \$70.00 per day (\$35 minimum charge)

Over 80 miles Federal Rate + \$0.10 per mile

Other transportation, air travel, etc. \$Cost + 15%

MATERIALS

Survey hubs, stakes, lath, or guineas \$1.00 each

Survey markers, plain iron pipe \$5.00 each

Plan copies per sheet (11x17) black & white \$0.25 color \$2.50 each

Plan copies per sheet (24x36) black & white \$5.00 mylar \$20.00 color \$21.25 each

All other materials or printing..... \$ Cost + 15%

Survey Equipment Rates

Trimble S7 Robotic Total Station..... \$250.00 per day

Trimble R12i GNSS GPS Receiver \$500.00 per day

Mobile Mounted LiDAR and Digital Camera \$1,000.00 per day

Geo-MMS Advanced Navigator Drone with LiDAR and Digital Camera..... \$1,500.00 per day

RATES FOR MATERIALS AND SOILS TESTING

Laboratory tests are performed on samples delivered to our lab in Eureka, California. Sample pick-up, special tests, and unusual sample preparation are billed at the applicable hourly rate. Faxes of reports and duplicate mailings are available for \$5 each. Reports requiring review and signature will be billed at the applicable rate. For other testing not listed, please inquire.

*Minimum charge of 1/2-day on all equipment billed on daily basis **Plus Technician Rate ***Sample preparation not included

A. AGGREGATE AND SOILS TESTING

100. Sieve Analysis – Coarse and Fine, Caltrans 202, ASTM C-136 \$155.00

101. Sieve Analysis – Coarse, Caltrans 202, ASTM C-136..... \$75.00

102. Sieve Analysis – Fine, Caltrans 202, ASTM C-136 \$90.00

103. Finer than #200, ASTM C-117 \$80.00

104. Particle Size Analysis, ASTM D-422 \$192.00

105. Cleanness Value, Caltrans 227 \$186.00

106. Sample Preparation \$35.00

107. USDA Textural Suitability Analysis (per point) \$90.00

108. Bulk Density, Leachfield System Suitability..... \$53.00

109. Atterberg Limits, LL-PL-PI, ASTM 4318..... \$171.00

110. Sand Equivalent, Caltrans 217, ASTM D-2419..... \$105.00

111. Specific Gravity – Coarse, Caltrans 206, ASTM C-127 \$105.00

112. Specific Gravity – Fine, Caltrans 207, ASTM C-128..... \$155.00

113. Maximum Density of Soils, Caltrans 216, ASTM D-698 or D-1557 \$190.00

114. Maximum Density of Soils with Rock Correction, ASTM D-4718 \$210.00

301. Nuclear Density Gauge (hourly), Caltrans 231, ASTM D6938 ** \$15.00

302. Nuclear Density Gauge (daily), Caltrans 231, ASTM D6938 ** \$85.00

116. Organic Impurities, ASTM C-40 \$80.00

117. Moisture Content of Soils In Place, ASTM D-2216 \$25.00

118. Density of Soils In Place, ASTM 2937 \$50.00

119. Percent Crushed Particles, Caltrans 205, ASTM D-5821 \$186.00

120. Durability Index – Coarse, Caltrans 229, ASTM D-3744 \$150.00

121. Durability Index – Fine, Caltrans 229, ASTM D-3744..... \$110.00

122. RH Meter (each location / hole)..... \$65.00

123. Unconfined Compressive Strength \$80.00

124. CBR Soils Test with Compaction..... \$550.00

125. Consolidation, 3" dia., ASTM D-2435 \$335.00

127. Direct Shear, ASTM D-3080 (3 points) \$350.00

128. Direct Shear, ASTM D-3080 (per additional point)..... \$69.00

129. Sample Preparation \$35.00

130. Expansion Index, ASTM D-4829 \$351.00

131. Pocket Penetrometer..... \$20.00

135.	Unit Weight, ASTM C-29	\$186.00
139.	CBR Soils Test Without Compaction.....	\$350.00
166.	Max. Theoretical Specific Gravity (RICE), ASTM D2041.....	\$175.00
167.	Moisture % of Bituminous Mixtures, CAL370	\$75.00
168.	Bulk Specific Gravity of Compacted Asphalt Mixtures, ASTM D2726.....	\$65.00
169.	Marshall Compaction, Density, 3 specimens, ASTM D6926, D2726	\$345.00
170.	Marshall Stability & Flow, 3 specimens, ASTM D6927	\$230.00
171.	% Binder Content, NCAT Ignition Oven, ASTM D6307	\$150.00
172.	NCAT Calibration, ASTM D6307	\$380.00

B. CONCRETE AND FIELD TESTING

150.	Concrete/Grout Compressive Strength (curing, testing & disposal), Caltrans 521, ASTM C-39.....	\$35.00
151.	Concrete Compressive Strength, Caltrans 521, ASTM C-39	\$35.00
152.	Specimen Processing and Curing, ASTM C-31	(each) \$8.00
153.	Disposable Concrete Molds	(each) \$5.00
154.	Concrete Mix Design, Preparation, Review, and Adjustment	\$200.00
156.	Percent Entrained Air (Method ASTM C-231 or C-173)**.....	\$20.00
157.	Shrinkage Test, ASTM C-157 (3 bars)	(per test) \$300.00
158.	Concrete Rebound Test, ASTM C-805**	(per day) \$25.00
159.	Coring; Concrete, CMUS and AC, 4-inch core **	\$3.00 per inch length
161.	Coring; Concrete, CMUS and AC, 6-inch core **.....	\$3.00 per inch length
163.	Splitting Tensile Strength, ASTM C-496.....	(per test) \$90.00
164.	Voltage Meter	(per day) \$35.00

C. SPECIAL EQUIPMENT

258.	Coating Thickness Gauge	(per Day) \$25.00
246.	Skidmore **	(per day) \$60.00
303.	Core Drilling Machine**.....	(per day) \$75.00
333.	Load Cell **.....	(per hour) \$15.00
334.	Torque Wrench **	(per hour) \$10.00
320.	Photoionization Hydrocarbon Vapor Detector *	(per day) \$100.00
450.	Field Lab Analysis (Hanby).....	(per test) \$25.00
332.	Turbidity Meter *	(per day) \$40.00
352.	Dissolved Oxygen Meter *	(per day) \$40.00
245.	pH/T/K Meter *.....	(per day) \$40.00
247.	Water Level Meter	(per day) \$25.00
321.	Bladder Pump/2" Submersible Pump *	(per day) \$45.00
224.	Cam/Portable Pump (12-volt)	(per well) \$5.00
336.	Pressure Washer *	(per day) \$45.00
456.	Rotary Hammer Boring System.....	(per boring) \$25.00
452.	Hydro Punch.....	(per sample) \$30.00
454.	Continuous Core Sampler	(per foot) \$5.00
249.	Generator *.....	(per day) \$40.00
244.	4-Channel Datalogger *.....	(per day) \$115.00
354.	Hand Auger *	(per day) \$25.00
22.	Traffic Control Cones (25) *	(per day) \$8.00
31.	Barricade *	(per day) \$5.00
23.	Passive Skimmer (1 liter).....	(per week) \$15.00
24.	Electric Skimmer	(per week) \$125.00
326.	Submersible Pump *	(per day) \$45.00
322.	Centrifugal Pump *	(per day) \$100.00
252.	Confined Space Multi-Gas Meter (LEL, Oxygen, PID, Hydrogen Sulfate, CO)	(per day) \$90.00
661.	Calcium Chloride Kits	(each) \$25.00

*Minimum charge of 1/2-day on all equipment billed on daily basis **Plus Technician Rate ***Sample preparation not included

Initials: LACO _____ CLIENT _____
Revised: 01/09/2023